

This instrument was prepared by:  
Chad M. McClenathan, Esquire  
Becker & Polakoff, P.A.  
630 S. Orange Avenue  
Sarasota, FL 34238

BK 147B PG 2690 DKT# 878741  
FILED AND RECORDED 01/23/96 11:30AM 1 of 1  
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

**NOTICE OF ACTION TO OPT OUT OF THE STATUTORY VOTING  
AND ELECTION PROCEDURES AND TO READOPT THE VOTING AND  
ELECTION PROCEDURES IN THE BY-LAWS OF  
HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Heritage Pines Condominium Association, Inc. (hereinafter Association) is the Florida not-for-profit corporation which operates and maintains Heritage Pines, A Condominium according to the Declaration of Condominium thereof as recorded in O.R. Book 993, Page 233, et seq., as amended, in the Public Records of Manatee County, Florida; and

WHEREAS, Section 718.112(2)(d), Florida Statutes provides, in pertinent part, that an association may opt out of the statutory voting and election provisions and, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws; and

WHEREAS, not less than a majority of the total voting interests of the Association voted to opt out of the statutory voting and election procedures and readopt the voting and election procedures contained in the By-Laws of the Association, as same may be duly amended from time to time, at a meeting held on November 27, 1995.

NOW, THEREFORE, notice is hereby given that the Association opts out of the voting and election procedures set forth in Section 718.112(2)(b)(2) and (d)(3), Florida Statutes and readopts the voting and election procedures contained in the By-Laws of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 9<sup>th</sup> day of January, 1996, at the City of Bradenton, Manatee County, Florida.

**WITNESSES**

Sign George A. King  
Print GEORGE A. KING  
Sign George A. King  
Print GEORGE A. KING

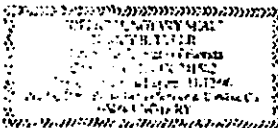
HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.  
By: William J. Herron  
Jack Herron, President William J. Herron - Vice President  
Address: 4106 27<sup>th</sup> Ave W  
BRADENTON FL. 34205

**STATE OF FLORIDA  
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 9 day of January, 1996, by Jack Herron, as President of Heritage Pines Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known OR  
Produced Identification \_\_\_\_\_  
None  
Type of Identification \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA  
sign Nancy B. Tyler  
print NANCY B TYLER  
My Commission expires:



This Instrument Prepared By  
And Returned To:  
C. JOHN CHRISTENSEN  
BECKER & POLIAKOFF, P.A.  
P.O. BOX 49875  
Sarasota, FL 34230

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

THE UNDERSIGNED officers of Heritage Pines Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Heritage Pines, A Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 993, Page 233, et seq., Public Records of Manatee County, Florida, as amended, hereby certify that the following amendments to the Declaration were adopted upon the approval by two-thirds (2/3rds) of the entire Board of Directors of the Association, and upon the approval of a majority of units present at a membership meeting held June 6, 1994. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documentation, and applicable law.

(additions indicated by underlining, deletions by "----", and omitted, unaffected language by ". . .")

VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

1. UNITS.

a. BY THE ASSOCIATION. The Association shall maintain, repair and replace at the Association's expense.

1. All boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of the apartment building, which portions to be maintained shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior (except for circuit breaker panels, light fixtures, doorbells and water spigots located on the outside building walls, and doorknobs on exterior doors, all of which fixtures shall be maintained, repaired and replaced by the owner of the unit to which these fixtures are attached), boundary walls of the units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

2. 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 (except for those fixtures specifically identified to be the unit owner's responsibility herein); and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained; and  
. . .

B. BY THE UNIT OWNER. The responsibility of the unit owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association; and, to maintain, repair and replace circuit breaker panels, light fixtures, doorbells and water spigots located on the outside building walls and serving his unit, and doorknobs on exterior doors. This

BK 1437 PG 5127  
MT # 000737816

shall be done without disturbing the rights of other unit owners.  
....

D. COMMON ELEMENTS.

1. BY THE ASSOCIATION. Except as otherwise provided in this Article, the maintenance and operation of the common elements shall be the responsibility of the Association and the costs shall be a common expense. The Association shall also be responsible for the upkeep and care of the parking lot and will be a common expense.  
....

(The remainder of the Declaration is unchanged.)

WITNESSES:

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
signature

BY: Jack Herron  
PRESIDENT

\_\_\_\_\_  
printed name

\_\_\_\_\_  
signature

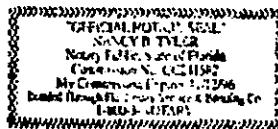
BY: James E. Colwell  
SECRETARY

\_\_\_\_\_  
printed name

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15th day of June, 1994 by Jack Herron as President and James Colwell, as Secretary of Heritage Pines Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Nancy B. Tyler  
Notary Public  
Printed Name NANCY B TYLER  
State of Florida  
My commission expires: \_\_\_\_\_



28692.coa

BK 1437 Pg 5128 FILED AND RECORDED 06/21/94 1:09PM RECORD VERIFIED  
R. B. SHINE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

This Instrument Prepared By  
And Returned To:  
C. JOHN CHRISTENSEN  
BECKER & POLIAKOFF, P.A.  
P.O. BOX 49675  
Sarasota, FL 34230

CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OF  
HERITAGE PINES, A CONDOMINIUM,  
AND TO THE BYLAWS OF  
HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Heritage Pines Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Heritage Pines, A Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 993, Page 233, et seq., Public Records of Manatee County, Florida, as amended, hereby certify that the following amendments to the Declaration, and to the Bylaws of the corporation, which Bylaws were originally recorded in O.R. Book 993, Page 300, et seq., Public Records of Manatee County, Florida, as amended, were adopted upon the vote of one hundred (100%) percent of the Board of Directors of the Association at a Board meeting held May 24, 1993. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, and unaffected omitted language by . . .)

DECLARATION OF CONDOMINIUM

IX.

ASSESSMENTS

A. ASSESSMENTS. The making and collecting of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

2. Late fees; Interest; Application of Payment. Upon failure of a unit owner to pay assessments or installment payment on assessments when due, the Association may assess interest at the rate of ~~ten~~ eighteen percent (~~10%~~) (18%) per annum from the date when due until paid on the unpaid amount. ~~All payments upon account shall be applied first to interest and then to the assessment payment first due. Further, the Association may assess a late charge of Five Dollars (\$5.00) upon failure of a unit owner to pay assessments or installment payments on assessments within ten (10) days of the date due.~~ In addition to such interest, the Association may charge an administrative late fee in the amount of \$25.00, or five (5%) percent of each installment of the assessment, or such other amount as may be provided by The Condominium Act, as amended from time to time,

BK 1410 PG 1806  
DKT # 000644256

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for each delinquent installment. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

....

(The remainder of the Declaration in unchanged.)

## BYLAWS

### VI.

#### FISCAL MANAGEMENT

A. 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:

....

3. ASSESSMENTS. Assessments against the unit owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required for each unit owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments were made, or thirty (30) days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws. Notwithstanding the above, the Board of Directors, in its discretion, may elect to collect assessments in equal monthly installments which shall be due on the first day of each and

BK 1410 PG 1807

every month. In the event the Board elects to collect assessments on a monthly basis, all the foregoing references to "quarterly," shall be changed to "monthly," as necessary.

(The remainder of the Bylaws is unchanged.)

HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

BY: Jack Herron  
Jack Herron, President

Gendi Zach  
Witness  
HINDA ZACH  
Printed Signature

William J. Houliston  
Witness  
WILLIAM J HOULISTON  
Printed Signature

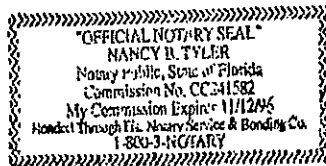
Gendi Zach  
Witness  
HINDA ZACH  
Printed Signature

Robert Friis  
Witness  
ROBERT FRIIS  
Printed Signature

ATTEST: William J. Houliston  
Secretary  
Vice-Pres

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28 day of June, 1993 by JACK HERRON, as President, and William Houliston, as Secretary, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did (did not) take an oath. If no type of identification is indicated, the above-named persons are personally known to me.



Nancy B Tyler  
Notary Public  
Printed Name \_\_\_\_\_  
State of Florida

My Commission Expires \_\_\_\_\_

BK 1410 PG 1808  
R. B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL  
FILED AND RECORDED 07/06/1993 12:38PM RECD RD VERIFIED

This instrument prepared by  
and return to:  
CHAD M. MCLENNATHEN, ESQ.  
BECKER & POLIAKOFF, P.A.  
P.O. BOX 49675  
Sarasota, Florida 34230

383011

CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
OF HERITAGE PINES, A CONDOMINIUM

THE UNDERSIGNED officers of Heritage Pines Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Heritage Pines, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 993, Page 233, et seq., Public Records of Manatee County, Florida, as amended, hereby certify that the following amendment to the Declaration of Condominium was amended upon vote of One Hundred (100%) percent of the Board of Directors of the Association at a Board meeting held September 14, 1992. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---)

VIII.  
MAINTENANCE, ALTERATION AND IMPROVEMENT

D. COMMON ELEMENTS.

1. BY THE ASSOCIATION. The maintenance and operation of the common elements shall be the responsibility of the Association and the costs shall be a common expense. The Association shall also be responsible for the upkeep and care of the parking lot and will be a common expense.

2. ALTERATION AND IMPROVEMENT. ~~After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements or acquisition of additional common elements without prior approval in writing by the record owners of all the units, provided, however that any alteration or improvement of the common elements or acquisition of additional common elements bearing the approval in writing of the record owners of not less than 75% of the common elements, and which does not interfere with the rights of any owners without their consent, may be accomplished if the owners who do not approve are relieved from the initial costs of that alteration, improvement or acquisition. The share of any costs not so assessed shall be assessed to the other unit owners in the shares that their shares in the common element bear to each other. There shall be no change in the shares and rights of a unit owner and the common elements nor in his share of common expenses, whether or not the unit owner contributes to the costs of the alteration, improvement or acquisition.~~

a. BY UNIT OWNERS. Unit owners wishing to engage in alterations, additions or improvements to the common elements must submit detailed plans and specifications to the Board of Directors of the Association, together with such documentation and information as may be requested by the Board. The Board of Directors shall have the authority to approve or disapprove such requests by unit owners, subject to such terms and conditions as may be imposed by the Board, including but not limited to the requirement for a written assurance from the unit owner that they will thereafter be responsible for all maintenance, repair and replacement of any portions of the property so altered, added to or improved.

b. BY THE ASSOCIATION. The Association, by and through its Board of Directors, may engage in

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BY  
[Signature]

DR 1392 PG 3712

alterations, additions or improvements to the common elements, or Association property, provided the cost to be assessed to the members, as a common expense, shall not exceed Ten Thousand Dollars (\$10,000.00) in any budget year. If the alteration, addition, or improvement will have a cost in excess of said sum, then the prior approval of a majority of the voting interests of the Association must be obtained, which can be accomplished either in writing in lieu of a meeting, or by votes cast in person, or by proxy, at a duly convened special or annual membership meeting. Nothing herein shall be construed to require membership approval for maintenance, preventive maintenance, repair, replacement, or alterations, additions or improvements undertaken to comply with governmental order, or for security purposes.

(The remaining provisions of subsection D shall be relettered as necessary, and shall remain unchanged.)

XIV.  
USE RESTRICTIONS

- A. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building and useful condition exists upon the land.
6. OTHER STRUCTURES. Other than the permitted improvements located or subsequently erected upon the units condominium property in accordance with the provisions of this Declaration, no other structure of any nature whether a shed, shack, tent, barn, storage area or other building however designated shall be permitted upon the condominium property. The provisions hereof shall apply to such structures, whether temporary or permanent in nature.
13. PETS. No pets or animals of any kind, including without limitation, dogs, shall be maintained or kept in any unit, except other than cats, dogs not exceeding thirty (30) pounds when fully grown, goldfish, tropical fish and the like, and such birds as canaries, parakeets and the like, are permitted provided that they are not kept, bred or maintained for any commercial use and do not constitute a nuisance in the sole opinion of the Board of Directors. Notwithstanding the foregoing, dogs registered with the Association prior to May 25, 1987 are permitted as grand fathered pets but may not be replaced once they die.
14. PARKING SPACES. Except as set forth below, only conventional automobiles may be parked in any parking area and only if the automobile has a current license tag affixed to it and is in operable condition. A conventional vehicle shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors; four doors; hatchback; convertible; station wagons; vans or minivans which do not exceed 18 feet in length; and certain sport utility vehicles, such as Ford Bronco and Chevrolet Blazer, and certain pickup trucks, provided they are not otherwise classified as commercial vehicles or trucks, as defined below. No parking or storage of boats or any marine craft is permitted on condominium property. All other motor vehicles, including but not limited to commercial vehicles (any vehicle primarily used in a trade or business), trucks (any motor vehicle used principally for the



~~carriage of goods, including without limitation flat bed vehicles, vehicles with exposed material or other equipment other than the personal effects of the passenger, all vehicles exceeding (3/4) three-quarter ton, and vans exceeding 18 feet in length), campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, and any and all other vehicles other than the aforescribed passenger automobiles, shall be prohibited from parking in the area without written approval from the board of directors. No parking is permissible on the lawns, or common ground at any time other than service vehicles and then only if necessary to service a unit within the complex, but in no event over night. Also, no recreational vehicles or vehicles not properly displaying license plates and safety stickers shall be permitted on condominium property. Additionally, the parking or the storage of commercial vehicles with exposed material other than one (1) ton or smaller pick-up trucks with enclosed bodies shall not be permitted on condominium property.~~

(All other provisions of Article XIV shall remain unchanged)

Dated this 23 day of October, 1992

WITNESSES:

William Houlston  
William Houlston, V. President

Printed Name Robert Friis, Treas.

Robert Friis  
William Houlston, V. President

Printed Name Robert Friis, Treasurer

HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

BY: Jack Herron  
Jack Herron, President  
Heritage Pines Assoc.

BY: Jeanne Colwell  
Jeanne Colwell, Secretary

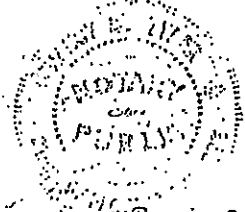
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 23 day of October, 1992 by Jack Herron, as President and Jeanne Colwell as Secretary of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., who are personally known to me ~~or who have produced~~ as identification and who did not take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Nancy B. Tyler  
Notary Public  
Printed Name NANCY B TYLER  
State of Florida  
My Commission Expires \_\_\_\_\_

Commission No. AA 619128

Notary Public, State of Florida  
My Commission Expires Oct. 25, 1992



FILED AND RECORDED  
R.B. SHORL, CLERK  
MANATEE COUNTY, FL  
Oct 20 12 21 PM '92

This instrument prepared and return to:  
CHAD M. McCLENATHEN, ESQ  
BECKER & POLIAKOFF P.A.  
P.O. BOX 49675  
Sarasota, Florida 34230

CERTIFICATE OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

561805

THE UNDERSIGNED officers of Heritage Pines Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Heritage Pines, A Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 993, Page 233, et seq., Public Records of Manatee County, Florida, as amended, hereby certify that the following amendment to the Articles of Incorporation of the corporation, which Articles were originally recorded in O.R. Book 993, Page 286, et seq., Public Records of Manatee County, Florida, as amended, was amended upon vote of one hundred (100%) percent of the Board of Directors of the Association at a Board meeting held June 9, 1992. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions

ARTICLE III.  
POWERS

The powers of the Association shall include and shall be governed by the following provisions:

2. ENUMERATION. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and 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 following:

g. To make and amend reasonable regulations respectiva the use and appearance of the property in the condominium, ~~provided, however, that all these regulations and their amendments shall be approved by not less than seventy-five (75%) per cent of the votes of the entire membership of the Association before they shall become effective.~~

(The remaining provisions of Article III shall be unchanged)

DATED this 20 day of July, 1992.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 20 day of July, 1992, at Manatee County, Florida.

WITNESSES:

W.J. Houlston  
W.J. HOULSTON  
printed name

Robert Friis  
ROBERT FRIIS  
printed name

STATE OF FLORIDA  
COUNTY OF MANATEE

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

BY: Jack Herron  
Jack Herron, President

BY: Jeane E. Colwell  
Jeane E. Colwell, Secretary

RECORD VERIFIED  
R.B. SHORE CLERK OF CIRCUIT COURT

BY: [Signature] DE

The foregoing instrument was acknowledged before me this 20 day of July, 1992 by Jack Herron, as President and Jeane E. Colwell, as Secretary of Heritage Pines Condominium Association, Inc., a Florida corporation, or behalf of the corporation. They are personally known to me or have produced [Signature] as identification and did not take an oath.

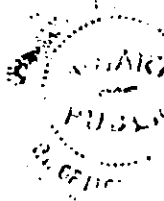
Notary Public  
Printed Name NANCY B. TVLER  
State of Florida

My Commission Expires [Date]  
Notary Public, State of Florida  
My Commission Expires Oct. 25, 1992

Commission No. AA 619128

FILED AND RECORDED BY  
R.B. SHORE, CLERK  
MANATEE COUNTY, FL  
JUL 21 12:00 PM '92

OR 1386 PG 2433





Article XVII of the Declaration of Condominium.

The following corrects a scrivener's error regarding the article amended:

RESOLUTION

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. Paragraph 6 is added to the existing Article VIII A.1.B. which shall read as follows:

6. To keep the unit, including all boundary walls and boundary slabs of the unit, and all portions of the unit contributing to the support of the unit and, including all porches and railings, free from termites and other pests and rodents, a Certificate of Inspection from a licensed pest inspector that said unit has termites, shall be proof that the adjoining unit also requires treatment.

The remaining portion of the Seventh Amendment to the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby confirmed and ratified.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 9<sup>th</sup> day of ~~October~~ <sup>November</sup>, 1989.

ATTEST:

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

By: Connie S. Marburger  
as its Secretary

By: William J. Smith  
as its President

STATE OF FLORIDA )  
COUNTY OF MANATEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to

O.R. 1283 PG 1396

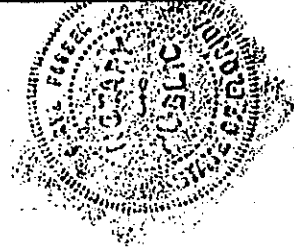
take acknowledgments, personally appeared William Houlston and Connie S. Harburger well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing freely and that they severally acknowledged executing the same corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 9 day of <sup>November</sup>~~October~~, 1989.

  
NOTARY/PUBLIC

My Commission Expires:

Notary Public; State of Florida at Large  
My Commission Expires June 18, 1991  
Bonded thru Kuchelberry & Associates



FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FL.  
JAN 5 2 19 PM '90

218057

CERTIFICATE OF AMENDMENT  
THE EIGHTH AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OF HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of Heritage Pines Condominium Association, Inc., a non-profit Florida Corporation incorporated for the purpose of providing an entity for the operation of Heritage Pines pursuant to the provisions of Chapters 718 and Chapter 617 of the Florida Statutes. The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for Heritage Pines, a condominium, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224-330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 224-2574, inclusive, and by a Second Amendment thereto recorded in an Official Record Book 1090, Pages 1681-1686, inclusive, and by a Third Amendment thereto recorded in Official Record Book 1104, Pages 1936-1939, inclusive, by a Fourth Amendment thereto recorded in Official Record Book 1156, Pages 3350-3353, inclusive, by a Fifth Amendment thereto recorded in Official Record Book 1156, Pages 3354-3356, inclusive, by a Sixth Amendment thereto recorded in Official Record Book 1215, Pages 3289-3291, inclusive, and by a Seventh Amendment thereto recorded in an Official Record Book 1230, pages 3936-3938, inclusive, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the Affirmative vote of more than sixty-six and two-thirds percent (66 2/3%) of the voting rights represented at a special meeting of the membership of Heritage Pines Condominium Association, Inc., and affirmed and ratified at a Board of Directors meeting both duly held on the 27th day of February 1989, all in accordance with the requirements of Article XVII of the Declaration of Condominium.

RECORD VERIFIED  
REG. CLERK OF CIRCUIT COURT  
BY: *[Signature]* DE

O.R. 1260 PG 0833

RESOLUTION

Resolve that the Declaration of Condominium of Heritage Pines, a condominium is hereby amended in the following manner:

1. SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM OF HERITAGE PINES CONDOMINIUM (see Article VIII C.) On Page 12 of the Declaration of Condominium for Heritage Pines Condominium for Present Text.

The existing Article VIII C. titled alteration and improvement is deleted in its entirety and the new Article VIII C. is inserted which shall read as follows:

C. Alteration and Improvement: Except as elsewhere provided, the Unit Owners shall not make any alterations in the portions of a Unit that are to be maintained by the Association or remove any portion of them or make any addition to them or do anything that would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval in writing of the Board of Directors of the Association at a duly called meeting. The Unit Owners shall provide the Board of Directors at said meeting a copy of the plans of the work proposed with said plans as required by state and local governments in their permitting process.

At all other respects, the Declaration of Condominium of Heritage Pines, a condominium is hereby ratified, reaffirmed and remains unchanged.

The undersigned hereby certify that the adoption of this Resolution appears in the minutes of the above mentioned meeting and that the action of the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, THE HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., HAS EXECUTED THIS AMENDMENT IN THE MANNER REQUIRED BY LAW ON THE DAY AND THE DATE APPEARING

O.R. 1260 PG 0834

BELOW EXECUTED ON THIS 5 DAY OF MAY, 1989.

ATTEST BY:

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

Connie S. Marburger  
CONNIE S. MARBURGER, as its  
Secretary.

Bill Houliston  
BILL HOULISTON, as its  
President.

STATE OF FLORIDA )  
COUNTY OF MANATEE)

I HEREBY CERTIFY that on this day before me, an officer  
duly authorized in the state and county aforesaid to take  
acknowledgments, personally appeared BILL HOULISTON and  
CONNIE S. MARBURGER well-known to me to be the President  
and Secretary, respectively, of the Corporation named in  
the foregoing document and that they freely and severly  
acknowledged executing the same before me and that said  
seal affixed thereto is the true corporate seal of said  
corporation.

IN WITNESS WHEREOF I have here unto set my hand and  
seal on this 5 day of MAY, 1989.

FILED AND RECORDED  
N.B. SHOFF, CLERK  
MANATEE COUNTY, FL  
MAY 24 1 30 PM '89

Lawrence H. White  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 27, 1990  
BONDED THRU GENERAL TRS. DIV.



CERTIFICATE OF AMENDMENT  
SEVENTH AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OF HERITAGE PINES, A CONDOMINIUM

318056

The undersigned hereby certify that they are the President and Secretary, respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 224 through 2574, inclusive, and by a Second Amendment thereto recorded in Official Record Book 1090, Pages 1681 through 1686, inclusive, and by a Third Amendment thereto recorded in Official Record Book 1104, Pages 1936 through Pages 1939, inclusive, and by a Fourth Amendment thereto recorded in Official Record Book 1156, Pages 3350 through 3353, inclusive, and by a Fifth Amendment thereto recorded in Official Record Book 1156, Pages 3354 through 3356, and by a Sixth Amendment thereto recorded in Official Record Book 1215, Pages 3289 through 3291, inclusive, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than sixty-six and two-thirds percent (66-2/3%) of the voting rights represented at a special meeting of the Membership of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., and affirmed and ratified at a Board of Directors meeting both duly held on the 18th day of April, 1988, all in accordance with the requirements of Article XVII of the Declaration of Condominium.

RESOLUTION

RESOLVED, that the Declaration of Condominium of

RECORD VERIFIED  
R.B. SHORR, CLERK OF CIRCUIT COURT  
BY [Signature] DE

O. R. 1260 PG 0829

HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. Paragraph 6 is added to the existing Article VII A.1.B. which shall read as follows:

6. To keep the unit, including all boundary walls and boundary slabs of the unit, and all portions of the unit contributing to the support of the unit and, including all porches and railings, free from termites and other pests and rodents, a Certificate of Inspection from a licensed pest inspector that said unit has termites, shall be proof that the adjoining unit also requires treatment.

2. SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM OF HERITAGE PINES CONDOMINIUM. SEE ARTICLE VI A.7. OF THE BY-LAWS OF THE DECLARATION OF CONDOMINIUM FOR HERITAGE PINES CONDOMINIUM FOR PRESENT TEXT.

7. ACCOUNTS OF THE ASSOCIATION. The accounts of the Association shall be kept in accordance with good accounting practices and the books of account for the Association together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times in accordance with standards required by the Florida Condominium Statute in the Rules and Regulations promulgated with respect thereto. A review of the Associations' books of accounts shall be in accordance with good accounting practices for a condominium of the size of Heritage Pines Condominium Association, Inc.

3. SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM OF HERITAGE PINES CONDOMINIUM. SEE ARTICLE IIB OF THE BY-LAWS OF THE DECLARATION OF CONDOMINIUM FOR HERITAGE PINES CONDOMINIUM FOR PRESENT TEXT.

(B) ANNUAL MEETING. The annual meeting shall be held in November of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members. The purpose of the meeting shall be to elect

O.R. 1260 PG 0830

directors and to transact any other business authorized to be transacted by the members.

4. SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM OF HERITAGE PINES CONDOMINIUM. SEE SECTION IIE OF THE BY-LAWS OF THE DECLARATION OF CONDOMINIUM FOR HERITAGE PINES CONDOMINIUM FOR PRESENT TEXT.

(E) QUORUM. Unless otherwise provided in these By-Laws, the presence and person by proxy of twenty-five percent (25%) of the Unit Owners (total vote) shall constitute a quorum.

In all other respects, the Declaration of Condominium of Heritage Pines, a condominium, is hereby ratified, reaffirmed and remains unchanged.

The undersigned hereby certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 5 day of May, 1988.

ATTEST:

HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

By: Connie S. Marburger  
CONNIE S. MARBURGER  
as its Secretary

By: Bill Houlston  
BILL HOULISTON  
as its President

STATE OF FLORIDA )  
COUNTY OF MANATEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bill Houlston and Connie S. Marburger, well known to me to be the President and Secretary, respectively, of the corporation named in the

O.R. 1260 PG 0831

foregoing freely and that they severally acknowledged  
executing the same corporation, and that the seal affixed  
thereto is the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal on this 5 day of May, 1989.

*Nancy B. [Signature]*  
NOTARY PUBLIC



My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 25, 1992

FILED AND RECORDED  
R.B. SHORL, CLERK  
MANATEE COUNTY, FL.  
MAY 24 1 32 PM '89

258747

CERTIFICATE OF AMENDMENT  
SEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 224 through 2574, inclusive, and by a Second Amendment thereto recorded in Official Record Book 1090, Pages 1681 through 1686, inclusive, and by a Third Amendment thereto recorded in Official Record Book 1104, Pages 1936 through Pages 1939, inclusive, and by a Fourth Amendment thereto recorded in Official Record Book 1156, Pages 3350 through 3353, inclusive, and by a Fifth Amendment thereto recorded in O.R. Book 1156, Pages 3354 through 3356, and by a Sixth Amendment thereto recorded in Official Record Book 1215, Pages 3289 through 3291, inclusive, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than sixty-six and two-thirds percent (66-2/3%) of the voting rights represented at a special meeting of the Membership of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., and affirmed and ratified at a Board of Directors meeting both duly held on the 18th day of April, 1988, all in accordance with the requirements of Article XVII of the Declaration of Condominium.

RESOLUTION

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. Paragraph 6 is added to the existing Article VII A.1.B. which shall read as follows:

RECORD VERIFIED  
R.D. SHORE CLERK OF CIRCUIT COURT

BY: *[Signature]*

O. R. 1230 PG 3936

6. To keep the unit, including all boundary walls and boundary slabs of the unit, and all portions of the unit contributing to the support of the unit and, including all porches and railings, free from termites and other pests and rodents, a Certificate of Inspection from a licensed pest inspector that said unit has termites, shall be proof that the adjoining unit also requires treatment.

2. Article VI A.7. of the By-Laws of the Declaration of Condominium of Heritage Pines Condominium is hereby deleted in its entirety and a new Article VII A.7. of the By-Laws of the Declaration of Condominium of Heritage Pines is inserted which shall read as follows:

7. ACCOUNTS OF THE ASSOCIATION. The accounts of the Association shall be kept in accordance with good accounting practices and the books of account for the Association together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times in accordance with standards required by the Florida Condominium Statute in the Rules and Regulations promulgated with respect thereto. A review of the Associations' books of accounts shall be in accordance with good accounting practices for a condominium of the size of Heritage Pines Condominium Association, Inc.

3. Article IIB of the By-Laws of the Declaration of Condominium of Heritage Pines Condominium is hereby deleted in its entirety and a new Article IIB of the By-Laws of the Declaration of Condominium is inserted which shall read as follows:

(B) ANNUAL MEETING. The annual meeting shall be held in November of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4. Section IIE of the By-Laws of Heritage Pines Condominium Association is hereby deleted in its entirety and a new Section IIE of the By-Laws of the Declaration of Condominium of Heritage Pines Condominium Association is inserted which shall read as follows:

(E) QUORUM. Unless otherwise provided in these By-Laws, the presence and person by proxy of twenty-five percent (25%) of the Unit Owners (total vote) shall constitute a quorum.

In all other respects, the Declaration of Condominium of Heritage Pines, a condominium, is hereby ratified, reaffirmed and remains unchanged.

The undersigned hereby certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 25 day of July, 1988.

ATTEST:

HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

By: Connie S. Marburger  
CONNIE S. MARBURGER  
as its Secretary

By: Jack Herron  
JACK HERRON  
as its President

STATE OF FLORIDA )  
COUNTY OF MANATEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jack Herron and Connie S. Marburger, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing freely and that they severally acknowledged executing the foregoing corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand on this 25<sup>th</sup> day of July, 1988.

Debra D. Stephens  
NOTARY PUBLIC

FILED AUG 12 1988  
MANATEE COUNTY FLORIDA  
NOTARY PUBLIC  
DEBRA D. STEPHENS

My Commission Expires:

PLF:dmc/77:certainnd

O. R. 1230 PG 3938

229764

CERTIFICATE OF AMENDMENT  
SIXTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 224 through 2574, inclusive, and by a Second Amendment thereto recorded in Official Record Book 1090, Pages 1681 through 1686, inclusive, and by a Third Amendment thereto recorded in Official Record Book 1104, Pages 1936 through Pages 1939, inclusive, and by a Fourth Amendment thereto recorded in Official Record Book 1156, Pages 3350 through 3353, inclusive, and by a amendment thereto recorded in O.R. Book 1156, Pages 3354 through 3356, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than sixty-six and two-thirds percent (66-2/3%) of the voting rights represented at a meeting of the Board of Directors of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., duly held on the 10th day of January, 1988, all in accordance with the requirements of Article XVII of the Declaration of Condominium.

RESOLUTION

RECORD VERIFIED  
R.L. SHONE CLERK OF CIRCUIT COURT

BY:  D.E.

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. Section 4 of Paragraph A of Article XVI of the Declaration of Condominium is hereby inserted which shall read as follows:



4. Vandalism. Unit Owners shall be liable for the expense of any maintenance, repair or replacement made necessary by the unit owners' intentional conduct or that of any member of his family or his guests or their guests, employees, agents, or lessees.

2. Section 16 of Paragraph A of Article XIV of the Declaration of Condominium is hereby deleted in its entirety and a new Section 16 of Paragraph A of Article XIV of the Declaration of Condominium, is inserted which shall read as follows:

16. FAILURE TO COMPLY WITH RULES AND REGULATIONS. The Association shall have the right to bring actions for damages or for injunctive relief or both for failure to comply with rules and regulations of the Heritage Pines Condominium or any other provisions of the Declaration of Condominium of Heritage Pines, a Condominium. Further, the Association may levy reasonable fines, up to \$25.00 per offense per day, against the unit for the failure of the owner of the unit, or its occupant, licensee or invitee, to comply with any provision of the Declaration of Condominium or the rules of the Heritage Condominium Association. Prior to issuance of a fine by the Association, the Association shall provide written notice of the violation, the nature of the violation and the time, date, and place of a hearing on the matter. The Association shall give not less than ten (10) days notice of said hearing, which shall provide an opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. If fines on any property exceed \$200.00, the Association may submit this claim to small claims court. The Association shall be entitled to reasonable attorney's fees and all expenses and costs incurred in the enforcement of the rules and regulations of the condominium or any other provision of the Declaration of Condominium of Heritage Pines.

In all other respects, the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby ratified, reaffirmed and remains unchanged.

The undersigned hereby certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 10 day of February, 1988.

ATTEST:

HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

By: Connie Marburger  
as its Secretary

By: Jack Herron  
as its President

STATE OF FLORIDA )  
COUNTY OF MANATEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jack Herron and Connie S. Marburger, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing freely and that they severally acknowledged executing the same corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this 10th day of February, 1988.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COM. BECAME EFFECTIVE 12/15/81  
BONDED THROUGH NEWCASTLE, NC.

FILED AND RECORDED  
JAN 29 2 51 PM '88  
MANATEE COUNTY, FL.

110738

CERTIFICATE OF AMENDMENT  
FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, A CONDOMINIUM, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 224 through 2574, inclusive, and by a Second Amendment thereto recorded in Official Record Book 1090, Pages 1681 through 1686, inclusive, and by a Third Amendment thereto recorded in Official Record Book 1104, Pages 1936 through 1939, inclusive, and by a Fourth Amendment thereto recorded in Official Record Book 1156, Pages 3352 through 3353, inclusive, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than one hundred percent (100%) of the voting rights represented at a meeting of the Board of Directors of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. duly held on the 17th day of February, 1986, all in accordance with the requirements of Article XVII of the Declaration of Condominium.

RESOLUTION

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. The existing Section 13 of Paragraph A of Article XIV of the Declaration of Condominium is hereby deleted in its entirety

The undersigned hereby certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 2nd day of September, 1986.

ATTEST:

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

By: Connie S. Marburger  
as its Secretary

By: Edmund C. Schen  
as its President

STATE OF FLORIDA

COUNTY OF MANATEE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ellsworth A. Troutman and Connie S. Marburger, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing instrument and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 2nd day of September, 1986.

Edmund C. Schen  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 25, 1988  
Bounded By American Fire & Casualty 677-1177

110738

FILED AND RECORDED  
R.B. SHOPE, CLERK  
MANATEE COUNTY, FL.

SEP 3 4 51 PM '86

O.R. 1156 PG 3356

CERTIFICATE OF AMENDMENT  
FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, A CONDOMINIUM, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 224 through 2574, inclusive, and by a Second Amendment thereto recorded in Official Record Book 1090, Pages 1681 through 1686, inclusive, and by a Third Amendment thereto recorded in Official Record Book 1104, Pages 1936 through 1939, inclusive, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than sixty-six and two-thirds percent (66-2/3%) of the voting rights represented at a meeting of the membership of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. duly held on the 26th day of January, 1986, all in accordance with the requirements of Article XVII of the Declaration of Condominium.

RESOLUTION

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. The existing Sections 6 and 7 of Paragraph A of Article XIV of the Declaration of Condominium is hereby deleted in its entirety and new Sections 6 through 16, inclusive, of Paragraph A

of Article XIV of the Declaration of Condominium, are inserted which shall read as follows:

6. OTHER STRUCTURES. Other than the permitted improvements located upon the units in accordance with the provisions of this Declaration, no other structure of any nature whether a shed, shack, tent, barn, storage area or other building however designated shall be permitted upon the condominium property. The provisions hereof shall apply to such structures, whether temporary or permanent in nature.

7. UNSIGHTLY AND INAPPROPRIATE ITEMS. All weeds, rubble, debris other unsightly and inappropriate materials or objects of any kind shall be regularly removed from the units and from the common elements by the unit owner. For example, baby carriages, bicycles, wagons, toys, sand boxes, or appliances or other objects shall not be stored, placed, or left in the front yards, sidewalks, front entrances and porches, driveways or on the common elements, except as may be allowed by uniform rules and regulations of the Association. Further, sheets, towels, bedspreads or similar articles shall not be used as draperies in the windows of condominium units. The examples set forth above are not meant to be an all inclusive list of items which may be considered unsightly or inappropriate under this Paragraph 7, but merely is intended to provide illustrative types of such items.

8. LAUNDERING. No clothes, sheets, blankets, towels or other articles will be hung from clotheslines, clothesracks or over fences or otherwise exposed on any part of a unit, except in such a manner as may be approved by regulations of the Association.

9. SIGNS. No sign or billboard of any kind, including, but not limited to, "for rent" or "for sale" signs shall be displayed to the public view on any portion of condominium property; provided, however, that one sign per unit measuring not greater than two square feet in area may be displayed two (2) feet from the front of the unit indicating that unit is either "for sale" or "for rent".

10. NOXIOUS ACTIVITIES. No noxious or offensive activities, including activities generating loud noises, odors or smells, except normal cooking odors and smells, shall be carried on upon the property or within residential units, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to another owner or unreasonable interference with his enjoyment of his residential unit, living area or the condominium property.

11. GARBAGE. All garbage, trash and solid waste shall be placed in metal or heavy plastic garbage cans or heavy plastic bags which shall not exceed 32 gallons in size. Garbage, trash or solid waste which does not fit into such a garbage can shall be removed from the condominium by the owner at his expense in accordance with the laws of Manatee County. Under no circumstances shall garbage, trash or other solid waste be kept on condominium property for a period exceeding seven (7) days without the approval of the Board of Directors. No trash or garbage shall be moved to curbside, except on pick-up days.

12. CHILDREN. No restrictions are placed upon the age or number of children that may reside in any unit.

13. PETS. No pets of any kind shall be maintained or kept in any unit other than cats, dogs not exceeding twenty (20) pounds when fully grown, goldfish, tropical fish and the like and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for any commercial use.

*(no change)*

14. PARKING SPACES. No parking or storage of boats, recreational vehicles or vehicles not properly displaying license plates and safety stickers shall be permitted on condominium property. Additionally, the parking or the storage of commercial vehicles with exposed material other than one (1) ton or smaller pick-up trucks with enclosed bodies shall not be permitted on condominium property.

15. OTHER REGULATIONS. Reasonably uniform regulations concerning and limiting the use of the condominium property may be made and amended from time to time by the Association, as provided by its Bylaws, and such regulations may include regulations for implementation of this Article as well as others. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium.

16. FAILURE TO COMPLY WITH RULES AND REGULATIONS. The Association shall have the right to bring actions for damages or for injunctive relief or both for failure to comply with rules and regulations of the Heritage Pines Condominium or any other provisions of the Declaration of Condominium of Heritage Pines, a Condominium. Further, the Association may levy reasonable fines, up to \$25.00 per offense per day, against the unit for the failure of the owner of the unit, or its occupant, licensee or invitee, to comply with any provision of the Declaration of Condominium or the rules of the Heritage Condominium Association. Prior to issuance of a fine by the Association, the Association shall provide written notice of the violation, the nature of the violation and the time, date, and place of a hearing on the matter. The Association shall give not less than ten (10) days notice of said hearing, which shall provide an opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. No fines may be levied against owners of unoccupied units. The Association shall be entitled to reasonable attorney's fees and all expenses and costs incurred in the enforcement of the rules and regulations of the condominium or any other provision of the Declaration of Condominium of Heritage Pines.

In all other respects, the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby ratified, reaffirmed and remains unchanged.

The undersigned hereby certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 2<sup>nd</sup> day of September, 1986.

ATTEST:

HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

By: Connie S. Marburger  
as its Secretary

By: Ellsworth A. Troutman  
as its President

STATE OF FLORIDA  
COUNTY OF MANATEE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ellsworth A. Troutman and Connie S. Marburger, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing instrument and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 2<sup>nd</sup> day of September, 1986.

Robert C. Scheer  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Dec. 25, 1983  
Bonded by American Fire & Casualty Company

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FL.  
1 1 0 7 3 7  
SEP 3 4 51 PM '86

O.R. 1156 PG 3353



CERTIFICATE OF AMENDMENT  
THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, A CONDOMINIUM, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, the Articles of Incorporation of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., which constitutes Exhibit "B" to said Declaration, and the By-Laws of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., which constitutes Exhibit "C" to said Declaration, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 2550 through 2574, inclusive, and by a Second Amendment thereto recorded in Official Record Book 1090, Pages 1681 through 1686, inclusive, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than sixty-six and two-thirds percent (66-2/3%) of all voting rights of all of the members of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. and, in the case of Amendment 1 below, the resolution was also approved by the affirmative vote of not less than fifty percent (50%) of the entire membership of the board of directors at a meeting duly held on the 27th day of January, 1985, all in accordance with the requirements of Article XVII of the Declaration of Condominium, Article IX of the Articles of Incorporation, and Article IX of the By-Laws.

RESOLUTION

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. The existing Article XI, Paragraph A.2. of the Declaration of Condominium is hereby deleted in its entirety and a new Article XI is inserted which shall read as follows:

ARTICLE XI

2. Such other risks. As from time to time shall be customarily covered with respected buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of the Association for a unit owner shall be insured.

Policy shall state whether the following items are included within coverage in order that the unit owners may insure themselves if the units are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; and inside painting and other side wall finishings. No hazard policy shall cover floor coverings, wall coverings or ceiling coverings of any unit.

2. The existing Article IX, Paragraph A.2. of the Declaration of Condominium is hereby deleted in its entirety and a new Article IX.A.2. is inserted which shall read as follows:

ARTICLE IX

2. Late fees; Interest; Application of Payment. Upon failure of a unit owner to pay assessments or installment payment on assessments when due, the Association may assess interest at the rate of ten percent (10%) per annum from the date when due until paid on the unpaid amount. All payments upon account shall be applied first to interest and then to the assessment payment first due. Further, the Association may assess a late charge of Five Dollars (\$5.00) upon failure of a unit owner to pay assessments or installment payments on assessments within ten (10) days of the date due.

3. The existing Article III, Paragraph C of Exhibit "C" of the Declaration of Condominium (Article III of the By-Laws of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.) is hereby deleted in its entirety and a new Article III, Paragraph C of Exhibit "C" is hereby inserted which shall read as follows:

ARTICLE III

C. The Term: The Director shall hold office for a term of two (2) years and shall be so elected at the terms of a bare majority, if there is an odd number of directors, or one-half (1/2) of the directors if there

is an even number of directors shall expire in the odd years and the remainder in the even years. At the first election after the adoption of this Amendment, three directors shall be elected which shall hold terms of two (2) years, and two (2) directors shall be elected which shall hold office for a term of one (1) year. Directors shall hold office until their successors have been elected and qualified or until he is removed in the manner provided.

In all other respects, the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, the Articles of Incorporation of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., and the By-Laws of said Condominium Association are hereby ratified, reaffirmed and remain unchanged.

The undersigned hereby certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the Board of Directors and the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below.

Executed this 12 day of February, 1985.

ATTEST:

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

By: Debra Hoskins  
as its Secretary

By: [Signature]  
as its President

STATE OF FLORIDA  
COUNTY OF MANATEE

I hereby certify that on this 12<sup>th</sup> day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Debra Hoskins and Ellsworth Troutman well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing instrument and that they severally acknowledge executing the same freely and voluntarily under authority duly vested in them by said corporation, and that seal affixed thereto is the true corporate of the said corporation.

Witness my hand and official seal in the County and State last  
aforesaid this 12<sup>th</sup> day of February, 1985.

*Dorothy M. King*  
Notary Public  
My Commission Expires: 11/10/86  
Notary Public, State of Florida at Green Cove  
My Commission Expires Oct. 15, 1986

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FEB 22 5 06 PM '85  
FILED AND RECORDED  
S.W. COUNTY CLERK  
MANASSA, FLA

CERTIFICATE OF AMENDMENT  
SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, incorporated for the purpose of providing an entity for the operation of HERITAGE PINES, A CONDOMINIUM, pursuant to the provisions of Chapter 718 and Chapter 617 of the Florida Statutes.

The undersigned hereby further certify that the resolution appearing below amends the Declaration of Condominium for HERITAGE PINES, A CONDOMINIUM, the Articles of Incorporation of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., which constitutes Exhibit "B" to said Declaration, and the By-Laws of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., which constitutes Exhibit "C" to said Declaration, which Declaration of Condominium is recorded in Official Record Book 993, Pages 224 through 330, inclusive, as previously amended by a First Amendment thereto recorded in Official Record Book 995, Pages 2550 through 2574, all recording references being the Public Records of Manatee County, Florida, which resolution was approved by the affirmative vote of more than eighty percent (80%) of all voting rights of all of the members of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. at a meeting duly held on the 25<sup>TH</sup> day of June, 1984, all in accordance with the requirements of Article XVII of the Declaration of Condominium, Article IX of the Articles of Incorporation, and Article IX of the By-Laws.

RESOLUTION

RESOLVED, that the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, is hereby amended in the following manner:

1. The existing Article XVII of the Declaration of Condominium entitled "Amendments" is deleted in its entirety and the new Article XVII is inserted which shall read as follows:

ARTICLE XVII

AMENDMENTS

A. Except as elsewhere provided herein, amendments may be effective as follows:

1. By the Association. 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. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approval must be by affirmative vote of:

(a) Unit Owners owning an excess of fifty percent (50%) of the units represented at any meeting at which a quorum has been obtained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors of the Association; or

(b) After the time control of the Board of Directors has been turned over to Unit Owners other than Developer, Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the units represented at any meeting at which a quorum has been obtained;

(c) One hundred percent (100%) of the Board of Directors; or

(d) Not less than fifty percent (50%) of the entire membership of the Board of Directors in the case of amendments to the Articles hereof entitled "Insurance" or other sections that are reasonably required by insurers of the institutional first mortgagee which shall, from time to time, have the right approve Association insurance policies as provided in Article XI(A), Subparagraph 1(b), of this Declaration.

2. By the Developer. The Developer, during the time it controls the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation, or the By-Laws of the Association to correct an omission of error, or affect any other amendment, except that this procedure for amendments cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners, unless affected owners consent in writing. Execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence that the amendment does not materially and adversely affect substantial property rights of Unit Owners who did not join in and consent to such execution and any such amendment shall be affected as provided below, or subsequently rescinded.

3. Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Condominium Act or this Declaration, shall be evidenced by a certificate of the Association, which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Manatee County, Florida.

4. Unless otherwise specifically provided to the contrary in this Declaration, no amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to any unit, or change the percentage by which the owner of a unit shares the common expenses and owns the common elements and common surplus, unless the record owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendments may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely effect any rights, benefits, privileges or priority granted or reserved to the Developer or mortgagees of units without the consent of said Developer and mortgagees in each said instance; nor shall an amendment make any change in Article XI hereof, entitled "Insurance" unless the institutional first mortgagee which, at the time of the amendment shall have the right of approval of Association insurance policies as provided by Article XI(a)(1)(b) hereof, shall consent to the amendment. The provisions of this Article XVII(4) may not be amended in any manner.

2. The existing Article IX of Exhibit "B" to the Declaration of Condominium (Article IX of the Articles of Incorporation for the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.) is hereby deleted in its entirety and a new Article IX is inserted which will read as follows:

ARTICLE IX

AMENDMENTS

A. Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. By the Association. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. No resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

(a) Unit Owners owning an excess of fifty percent (50%) of the units represented at any meeting at which a quorum has been obtained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors of the Association; or

(b) After the time the control of the Board of Directors has been turned over to Unit Owners other than Developer, Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the units represented at any meeting at which a quorum has been obtained;

(c) One hundred percent (100%) of the Board of Directors.

2. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely effect any rights, benefits, privileges, or priorities claiming or reserved to the Developer or mortgagees of units without the consent of said Developer and mortgagees in such instance. No amendment shall be made that is in conflict the Condominium Act or the Declaration of Condominium.

3. Execution and Recording. An amendment shall be evidenced by a certificate of the Association, which shall include recording data identifying the Articles of Incorporation and shall be executed in the form required for the execution of a deed. An amendment of the Articles of Incorporation is effective when the applicable certificate is properly recorded in the Public Records of Manatee County, Florida.

3. The existing Article IX of Exhibit "C" of the Declaration of Condominium (Article IX of the By-Laws of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.) is deleted in its entirety and a new Article IX is inserted which will read as follows:

ARTICLE IX

AMENDMENTS

A. Except as elsewhere provided herein, these By-Laws may be amended in the following manner.

1. By the Association. 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. A resolution for the adoption of proposed amendment may be proposed by either a



majority of the of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present, in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

(a) Unit Owners owning an excess of fifty percent (50%) of the units represented at any meeting at which a quorum has been obtained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors of the Association; or

(b) After the time control of the Board of Directors has been turned over to Unit Owners other than Developer, Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the units represented at any meeting at which a quorum has been obtained; or

(c) One hundred percent (100%) of the Board of Directors.

2. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely effect any rights, benefits, privileges, or priorities claiming or reserved to the Developer or mortgagees of units without the consent of said Developer and mortgagees in such instance.

In all other respects, the Declaration of Condominium of HERITAGE PINES, A CONDOMINIUM, the Articles of Incorporation of the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., and the By-Laws of said Condominium Association are hereby ratified, reaffirmed and remain unchanged.

The undersigned further certify that the adoption of this resolution appears in the Minutes of the above-mentioned meeting and that the action of the Board of Directors and the membership has not been revoked as of the date hereof.

IN WITNESS WHEREOF, the HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. has executed this amendment in the manner required by law on the day and date appearing below:

Executed this 17<sup>th</sup> day of August, 1984.

ATTEST:

HERITAGE PINES CONDOMINIUM  
ASSOCIATION, INC.

By: Debra Harrison  
as its Secretary

By: Richard D. Dunt  
as its President

STATE OF FLORIDA  
COUNTY OF MANATEE

I hereby certify that on this 17th day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Debra Hookins and Ellsworth Troutman, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing instrument and that they severally acknowledge executing the same freely and voluntarily under authority duly vested in them by said corporation, and that seal affixed thereto is the true corporate of the said corporation.

Witness my hand and official seal in the County and State last aforesaid this 17th day of August, 1984.



*Margory A. White*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 9, 1986

SEP 6 3 02 PM '84  
FILED AND RECORDED  
RECORDS CLERK  
MANATEE COUNTY, FLA  
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AMENDMENTS TO HERITAGE PINES, A CONDOMINIUM

THESE AMENDMENTS made this 5th day of November, 1980, by T. A. ARNOLD, JOSEPH E. DUENNES and RICHARD G. GREMLEY, the Developers, for themselves, their successors, grantees and assigns:

WHEREIN, the Developers have heretofore made and filed with the Department of Business Regulation a Prospectus (Offering Circular), Proposed Declaration of Condominium, Articles of Incorporation and Certificate of Incorporation, By-Laws, Estimated Operating Budget, Agreement for Sale, Floor Plans, Receipt of Condominium Documents, and Survey of HERITAGE PINES, A CONDOMINIUM, being State Number 1S07251, and pursuant to the appropriate articles, the Developers do hereby file the following amendments of HERITAGE PINES, A CONDOMINIUM, to wit:

PROSPECTUS (OFFERING CIRCULAR)

FS718.504(16)

This section is amended to include the following restrictions:

There are no restrictions place upon the age or number of children that may reside in any unit. No pets of any kind shall be maintained or kept in any unit other than cats, dogs not exceeding 20 pounds when fully grown, goldfish, tropical fish and the like and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for any commercial use. No parking or storage of boats, recreational vehicles or vehicles not properly displaying license plates and safety stickers and the storage of commercial vehicles with exposed material other than one (1) ton or smaller pick-up trucks with enclosed bodies will be permitted.

FS718.504(23)

This section is hereby amended to include the Escrow Agreement as a separate exhibit to the condominium documents (FS718.504(23) (d)).

PROPOSED  
DECLARATION OF HERITAGE PINES, A CONDOMINIUM

II.

NAME AND ADDRESS

This Article is amended to delete the title "HERITAGE PINES, INC., A CONDOMINIUM" and substitute therefore "HERITAGE PINES, A CONDOMINIUM". Any reference to "HERITAGE PINES, INC., A CONDOMINIUM" throughout the Declaration shall be amended to "HERITAGE PINES, A CONDOMINIUM".

IV.

DEFINITIONS

Paragraph J thereof is amended by changing Exhibit "H-3" to Exhibit "H-1".

Paragraph K thereof is amended by adding thereto the sentence: Electric service shall be provided by Florida Power and Company and telephone service shall be provided by General Telephone Company.

V.

DEVELOPMENT PLAN

Paragraph A thereof is amended by changing Exhibit "H-3" to Exhibit "H, H-1, H-2, and H-3".

F(1)

Paragraph/ thereof is amended by substituting the following sentence for the first sentence thereof: Parking spaces are as designated on Exhibit "H-1" hereto.

VI.

IDENTIFICATION OF UNITS

Reference to Exhibit "F" in paragraph B thereof shall be amended to reference to Exhibit "F" as amended in these amendments hereinafter.

IX.

ASSESSMENTS

A. ASSESSMENTS.

3. INSTITUTIONAL FIRST MORTGAGEES. The first sentence of this paragraph shall be amended as follows:

Where an institutional first mortgagee of record obtains title to a condominium parcel, or when any other purchaser obtains such title as a result of the foreclosure by an institutional first mortgagee of record, or where said institutional first mortgagee accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of the title, his heirs, legal representatives, and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owners of such parcel which became due prior to acquisition of title thereto as a result of the foreclosure, unless the share is secured by a claim of lien for the assessments that is recorded prior to the recording of the foreclosed mortgage.

XIV.

USE RESTRICTIONS

The following Sections shall be added to this Article:

8. CHILDREN. No restrictions are placed upon the age or number of children that may reside in any unit.

9. PET. No pets of any kind shall be maintained or kept in any unit other than cats, dogs not exceeding twenty (20) pounds when fully grown, goldfish, tropical fish and the like and such birds as canaries, parakeets and the like, provided that they are not kept bred or maintained for any commercial use.

10. PARKING SPACES. No parking or storage of boats, recreational vehicles or vehicles not properly displaying license plates and safety stickers and the storage of commercial vehicles with exposed material other than one (1) ton or smaller pick-up trucks with enclosed bodies will be permitted.

ARTICLES OF INCORPORATION

III.

POWERS

1. GENERAL. The Association shall have all of the common law statutory powers of a corporation not for profit under the laws of Florida.

2. ENUMERATION. The first sentence of this Section shall be

amended as follows: The Association shall have all of the powers and duties set forth in the Condominium Act and all of the powers and duties reasonable 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 following: (the balance of this paragraph remains the same).

V.  
DIRECTORS

The first sentence of Section 4 shall be deleted and the following substituted therefore: Except as may be provided by statute, the first election of directors by members of the Association other than the Developer of the condominium shall be as follows:

a. When unit owners other than the developer own fifteen (15) percent or more of the units in the condominium, the unit owners shall be entitled to elect no less than one-third of the members of the board of administration of the Association.

b. Unit owners other than the Developer may elect a majority of the members of the board of administration:

(1) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(2) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(3) When all of the units that will be operated ultimately 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,

whichever occurs first. The developer is entitled to elect at least one member of the board of the association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the units in the condominium.

BY-LAWS OF  
HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

III.

DIRECTORS

G. 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. No further notice need be given of an adjourned meeting and any business that would have been transacted at the meeting as originally called may be transacted.

H. JOINDER IN MEETING BY APPROVAL OF MINUTES. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director except for the purpose of determining a quorum.

VI.

FISCAL MANAGEMENT

2. BUDGET. The Board of Directors shall propose and the Association shall adopt an annual budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

- a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.
- b. Deferred maintenance.
- c. Replacements.

d. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

3. Copies of a proposed annual budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting at which the annual budget will be considered for adoption, together with a notice of that meeting. If the annual budget is amended subsequently, a copy of the amended annual budget shall be furnished to each member.

8. BONDS. Fidelity bonds shall be required by the Board of Directors on all persons handling or responsible for the Association's funds. The premiums on the bonds shall be paid by the Association.

ESTIMATED OPERATING BUDGET

Exhibit "D", Estimated Operating Budget, is hereby amended as per Exhibit 1, attached to these amendments.

AGREEMENT FOR SALE

Exhibit "E", Agreement for Sale, is hereby amended as per Exhibit 2, attached to these amendments.

RECEIPT OF CONDOMINIUM DOCUMENTS

Exhibit "G", Receipt of Condominium Documents, is hereby amended as per Exhibit 3, attached to these amendments.

ESCROW AGREEMENT

The Escrow Agreement attached to these amendments as Exhibit 4 is added to the condominium documents as Exhibit "I" pursuant to Florida Statutes 718.202.

SURVEY

The survey and plot plans originally submitted with the



documents to the Department of Business Regulation are incorporated in these amendments for the purpose of correctly labeling them as follows:

Page 1 of said plot plan shall be Exhibit "H"

Pages 2 and 3 of said plot plan shall be Exhibit "H-1"

Page 4 of said plot plan shall be Exhibit "H-2"

Page 5 of said plot plan shall be Exhibit "H-3"

FLOOR PLAN

Pages 5 and 7 of the plot plan hereinabove mentioned shall be designated as the Exhibit "F" of the condominium documents.

IX.

ASSESSMENTS

Section 4 of this Article is deleted in its entirety.

IN WITNESS WHEREOF, the Developers have executed these amendments to HERITAGE PINES, A CONDOMINIUM, this 21<sup>st</sup> day of November, 1980.

Signed, sealed and delivered in the presence of:

Amos J. Shusby  
Caroline K. Hunter

Amos J. Shusby  
Caroline K. Hunter

Amos J. Shusby  
Caroline K. Hunter

T. A. Arnold  
T. A. ARNOLD

Joseph E. Duennes  
JOSEPH E. DUENNES


Richard G. Gremlay  
RICHARD G. GREMLEY

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared T. A. ARNOLD, JOSEPH E. DUENNES and RICHARD G. GREMLEY, well known to me to

be the persons named in the foregoing amendments and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid, this 3<sup>rd</sup> day of November, 1980.

  
NOTARY PUBLIC

My Commission Expires:

*July 13, 1981*

EXHIBIT "D"

ESTIMATED OPERATING BUDGET

UNIT ESTIMATED EXPENSE	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Per Unit	\$21.29	\$63.86	\$255.44

The unit owner shall be responsible for the expenses of, among other:

1. Air handling equipment for space cooling and heating.
2. Service equipment such as dishwasher, laundry, refrigerator, oven and stove, and water heater.
3. Interior fixtures such as plumbing and electrical.
4. Floor covering.
5. Inside paint and other inside wall finishes.
6. Insurance covering contents and personal belongings within own unit.
7. Personal telephone, water, sewer and electricity used in own unit.
8. Pest control for own unit.
9. Real estate tax on own unit.

HERITAGE PINES' CONDOMINIUM ASSOCIATION  
ANNUAL ESTIMATED OPERATING BUDGET

FS718.504(20)(c)1	<u>Monthly</u>	<u>Annually</u>
a. Administration of the association	\$ 25.00	\$ 300.00
b. Management fees and accounting	\$ 100.00	\$ 1,200.00
c. Maintenance (lawn, repairs and supplies)	\$1,000.00	\$12,000.00
d. Rent for recreational and other commonly used facilities	N/A	N/A
e. Taxes upon association property	N/A	N/A
f. Taxes upon leased areas	N/A	N/A
g. Insurance - \$3.2 million building/ \$1 million liability Flood Insurance	\$ 554.17 \$ 160.00	\$ 6,650.00 \$ 1,920.00
h. Security provisions	N/A	N/A
i. Other expenses (rubbish removal)	\$ 512.00	\$ 6,144.00
j. Operating capital (\$1,000.00 to be contributed by Developer and held in escrow by Robert H. Schultz, Esquire, will be supplemented by Developer as required, without assessment to the Association)	N/A	N/A
k. Reserves (all exterior maintenance, i.e. roof, stucco and exterior painting)	\$ 368.25	\$ 4,419.04
l. Fees payable to the division (annual fee to be paid by Association per unit, all other fees will be paid by the Developer)	\$ 5.31	\$ 64.00
<u>TOTAL:</u>	\$2,724.75	\$32,697.04

Itemization of Reserves:

estimated cost of usable life of:

exterior painting - frame

\$20.00 per year for 7 years

$(\$20.00 \times 128 \text{ units} + 7 \text{ years} = \$365.71/\text{unit}/\text{year})$

exterior painting on stucco

\$100.00 per year for 15 years

$(\$100.00 \times 128 \text{ units} + 15 \text{ years} = \$853.33/\text{unit}/\text{year})$

replacement of roof

\$500.00 per year for 20 years

$(\$500.00 \times 128 \text{ units} + 20 \text{ years} = \$3,200.00/\text{unit}/\text{year})$

Note: Roofing material has a 20 year guarantee from manufacturer. All exterior material is anodized aluminium - only porch railings will require painting. Anticipated life of exterior stucco material over cement block is based on manufacturers recommendation

Reserves are based upon estimates obtained from suppliers, contractors and recommendations made by Beckett and Berger, Certified Public Accountants, Sarasota, Florida, on estimated life.

The Developer guarantees that the assessments will not exceed \$21.29 per month per unit for a period to June 1, 1982. Maintenance and repair funds estimated by Developer from present date to June 1, 1982, will be escrowed with Robert H. Schultz, Esquire, -1101 9th Avenue West, Post Office Box 620, Bradenton, Florida 33506, as agent, and will be turned over to the Condominium Association on June 1, 1982. At that time a duly called meeting of the Association will be held and the then members of the Condominium Association will determine if the deferred maintenance accounts should be waived or continued.

The Developer will supply a tractor suitable for cutting and collecting grass on the project and on June 1, 1982, deed said tractor and equipment at the direction of the Association.

EXHIBIT "E"

AGREEMENT FOR SALE

HERITAGE PINES,  
A CONDOMINIUM

Apartment \_\_\_\_\_  
Purchaser \_\_\_\_\_  
\_\_\_\_\_  
address \_\_\_\_\_

Price \$ \_\_\_\_\_

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

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

PURCHASE AGREEMENT

\_\_\_\_\_  
Date

The undersigned Purchaser with the execution of this instrument pays the sum of \$ \_\_\_\_\_ (receipt supplied upon request) to Robert H. Schultz, Esquire, 1101 9th Avenue West, Post Office Box 620, Bradenton, Florida 33506, as excrow agent for HERITAGE PINES, A CONDOMINIUM, as earnest money to evidence the good faith of Purchaser, and by this instrument offers to purchase from T. A. ARNOLD, JOSEPH F. DUENNES and RICHARD G. GREMLEY, Developers, the following property in Manatee County, Florida:

Apartment \_\_\_\_\_ of HERITAGE PINES, A CONDOMINIUM according to the Declaration of Condominium recorded in Official Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Manatee County, Florida, a copy of which has been delivered to Purchaser, together with all of the appurtenances to that apartment, including the payment of a \_\_\_\_\_ share of the common expenses.

HERITAGE PINES is located at Bradenton, Florida, upon the following land:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 6, Township: 35 South, Range 17 East, thence North 130.28 feet for the Point of Beginning; thence continue North 1189.69 feet; thence South 89°54'00" East 661.20 feet; thence South 00°03'13" East 1137.84 feet;

thence South 85°37'20" West 664.20 feet to the P.O.B.. The above lying and being in Section 6, Township 35 South, Range 17 East, Manatee County, Florida.

THIS CONTRACT IS FOR THE TRANSFER OF AN APARTMENT SUBJECT TO A LEASE THAT EXPIRES \_\_\_\_\_, AND THE LFSSEE'S INTEREST WILL TERMINATE UPON EXPIRATION OF THE LEASE.

PRICE AND TERMS:

Cash Deposit	\$ _____
Additional Cash	_____
Deposit (to be paid	
by _____, 19__ )	\$ _____
Cash on Closing	\$ _____
Existing Mortgage	
to be assumed	\$ _____
New Mortgage	\$ _____
TOTAL	\$ _____

CLOSING. Closing shall take place on or before \_\_\_\_\_, 19\_\_. At the time of closing, Buyer shall pay the balance of the purchase price and Seller shall deliver to Buyer a good and sufficient warranty deed conveying to Buyer a good marketable title to said condominium unit, subject to: the provisions of the Declaration of Condominium and condominium plat, and the Articles of Incorporation and By-Laws of the Condominium Association, all of which are recorded in the Public Records of Manatee County, Florida at Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, and any amendments thereto; real estate and tangible personal property taxes assessed against said property for the then current year which shall be prorated as of the closing date; and zoning regulations and restrictions of record. This transaction shall be closed at \_\_\_\_\_ within the time provided hereinabove. Possession of the condominium unit shall be delivered to Buyer immediately upon closing. The real estate taxes applicable to said unit shall be determined by dividing the net anticipated taxes for the year for the entire property by 128 units, which sum shall then be prorated to the date of closing.

TITLE INSURANCE. Prior to closing, Seller shall deliver to Buyer a title insurance binder evidencing a good title in Seller to said condominium unit subject only as above stated and to standard ALTA title insurance exceptions. After closing, Seller shall deliver to Buyer a title insurance policy insuring a good title in Buyer to said condominium unit subject only as above stated and to standard ALTA title insurance exceptions.

CLOSING COSTS. Buyer's only closing expense shall be the costs of recording his deed and the cost of obtaining his mortgage, if any. Seller shall pay for the documentary stamps and surtax on the deed and the cost of the title insurance policy.

DEFAULT. In the event it should become necessary for Seller to retain the services of an attorney to enforce the provisions

of this agreement, Buyer agrees to pay the cost of any legal proceedings and reasonable attorney's fees, including appellate proceedings, in addition to all other damages sustained by Seller. In the event Buyer defaults hereunder, Seller may retain all monies deposited as liquidated damages for such default and may assert its other legal and equitable remedies including the right to specific performance. In the event Seller defaults hereunder, Buyer shall be entitled to a return of all deposits with interest thereon at the highest rate paid by commercial banks in Manatee County on regular passbook savings accounts in lieu of all other damages hereunder and this agreement shall terminate and Seller shall be released from all further liability to Buyer.

**WARRANTIES & REPRESENTATIONS.** Buyer acknowledges and agrees that no representations or warranties have been made to him by Seller or its agents or anyone acting for or on behalf of Seller other than as specified in this Agreement, or in the offering circular or floor plan of the unit, and that none shall be implied or have been relied upon by Buyer in the execution of this Agreement.

**RISK OF LOSS.** Prior to the closing of this transaction, Seller shall assume all risk of loss by reason of fire, windstorm, or other casualty.

**CONDOMINIUM DOCUMENTS.** THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

**ASSIGNMENT.** This Agreement is personal to Buyer and shall not be assignable by Buyer. Seller reserves the right to assign its rights hereunder to a mortgage lender as additional security.

**MISCELLANEOUS.** It is understood and agreed that time is of the essence of this Agreement and that this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and shall be construed under the laws of the State of Florida. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

As to Buyer

\_\_\_\_\_

As to Seller

\_\_\_\_\_

BUYER

By \_\_\_\_\_

DEVELOPER

EXHIBIT "G"  
RECEIPT FOR CONDOMINIUM DOCUMENTS  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned acknowledges receipt of the items, checked below, as required by the Condominium Act, relating to HERITAGE PINES, A CONDOMINIUM, physically located at 78th & 79th Streets at their intersection with 41st & 43rd Avenues, Bradenton, Florida. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

ITEM	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	N/A
Convenants and Restrictions	N/A
Ground Lease	N/A
Management and Maintenance Contracts for more than one year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	
Phase Development Description	N/A
Lease of recreational and other facilities to be used by unit owners with other condo's	N/A
Description of Management for Single, Management for Multiple Condominiums	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	
Plans and Specifications	MADE AVAILABLE

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DAY OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE



# HERITAGE PINES CONDOMINIUM

IN SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST, COUNTY OF WISCONSIN, STATE OF WISCONSIN.

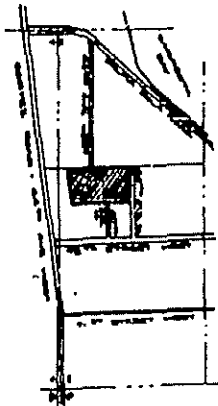
**DESCRIPTION**  
 THE UNIT, UNIT NO. 1, HERITAGE PINES CONDOMINIUM AS SHOWN ON THE ATTACHED MAPS, HEREIN, IS PART OF THE TRACT OF LAND DESCRIBED AS FOLLOWS:

- DESCRIPTION OF A UNIT**
- 1. The Unit shall include all of the improvements and fixtures which are attached to the Unit and which are shown on the attached maps, including but not limited to the following:
    - a. The Unit shall include the interior walls, ceiling, floor, and fixtures.
    - b. The Unit shall include the kitchen, bathroom, and living area.
    - c. The Unit shall include the bedroom and living area.
    - d. The Unit shall include the balcony and its railing.
    - e. The Unit shall include the parking space and its driveway.
    - f. The Unit shall include the storage area and its shelves.
  - 2. The Unit shall not include the following:
    - a. The exterior walls, roof, and foundation.
    - b. The common areas and their fixtures.
    - c. The parking spaces and their driveways.
    - d. The storage areas and their shelves.

**ASSIGNMENT OF A UNIT**  
 The Unit shall be assigned to the owner of the Unit by the recording of this instrument. The assignment shall be subject to the terms and conditions of the Declaration of Condominium and the Bylaws of the Condominium Association.

DATE: April 1, 1988

Condominium Plan File No. 81 -  
 SHEET 11 OF 25 SHEETS  
 REFER TO SHEETS 12-25 FOR  
 DETAILS OF THE UNIT NO. 1  
 OF THE HERITAGE PINES  
 CONDOMINIUM



LOCATION SHEET  
 SEE SHEET 12 FOR UNIT NO. 1

NOTE:  
 THE UNIT IS SHOWN ON THE ATTACHED MAPS  
 AND IS SUBJECT TO THE DECLARATION OF  
 CONDOMINIUM AND THE BYLAWS OF THE  
 CONDOMINIUM ASSOCIATION.

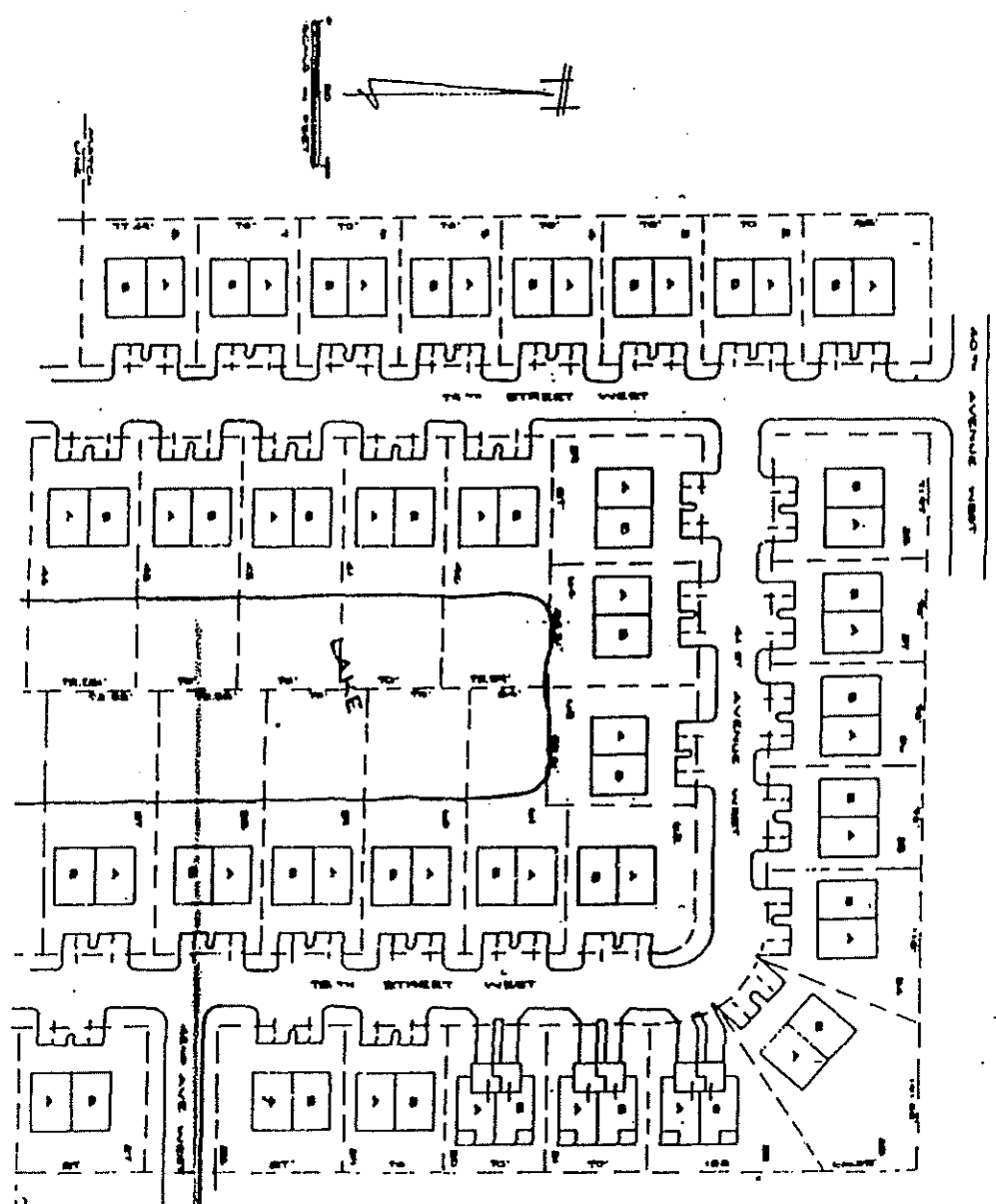
*See 21114*

UNIT NO. 1  
 HERITAGE PINES CONDOMINIUM  
 WISCONSIN DEPARTMENT OF REVENUE

# HERITAGE BIKES CONDOMINIUM

IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 7 EAST, MANITOBA COUNTY, SASKATCHEWAN

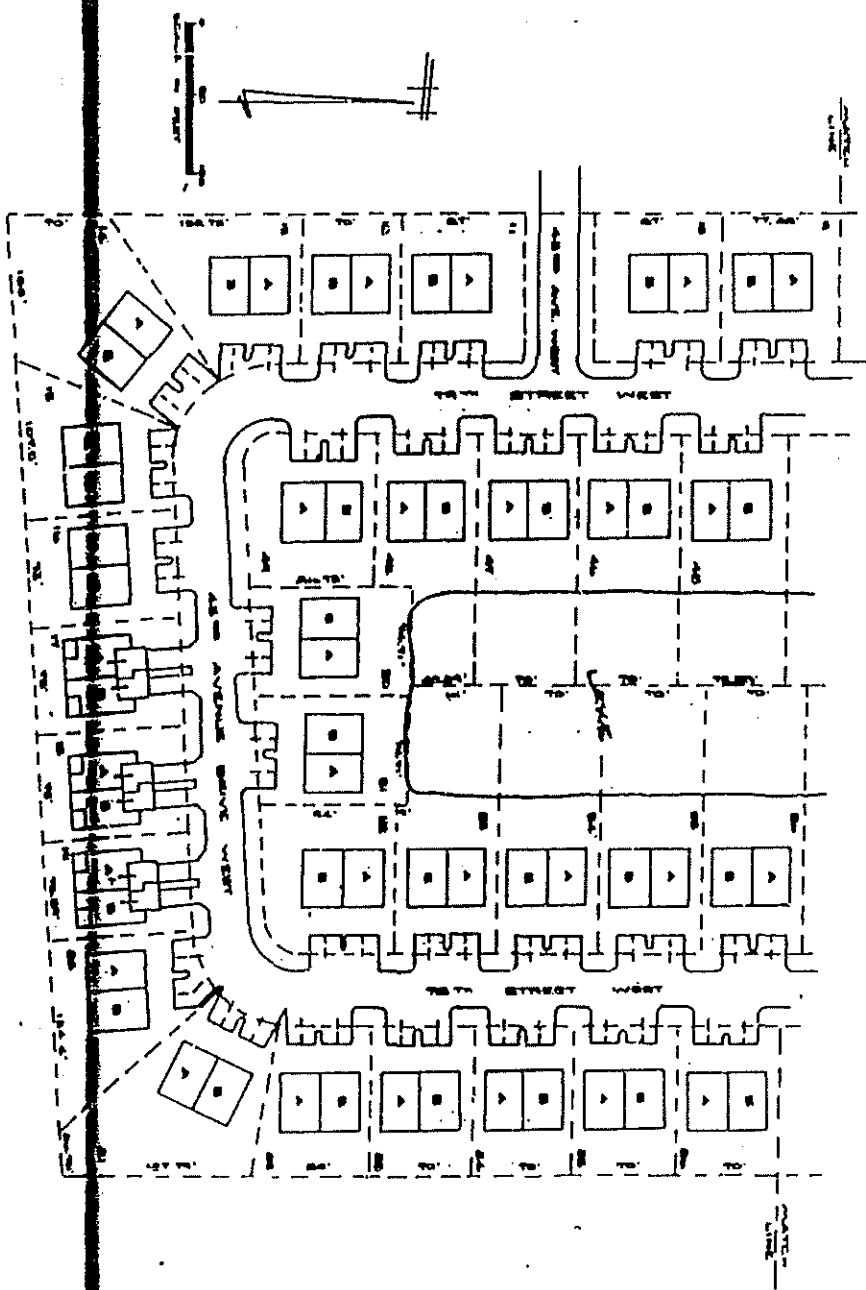
CONDOMINIUM UNIT FORM 1001  
PART 1 OF 2 SHEETS



# HERITAGE PINES CONDOMINIUM

IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HAMILTON COUNTY, FLORIDA

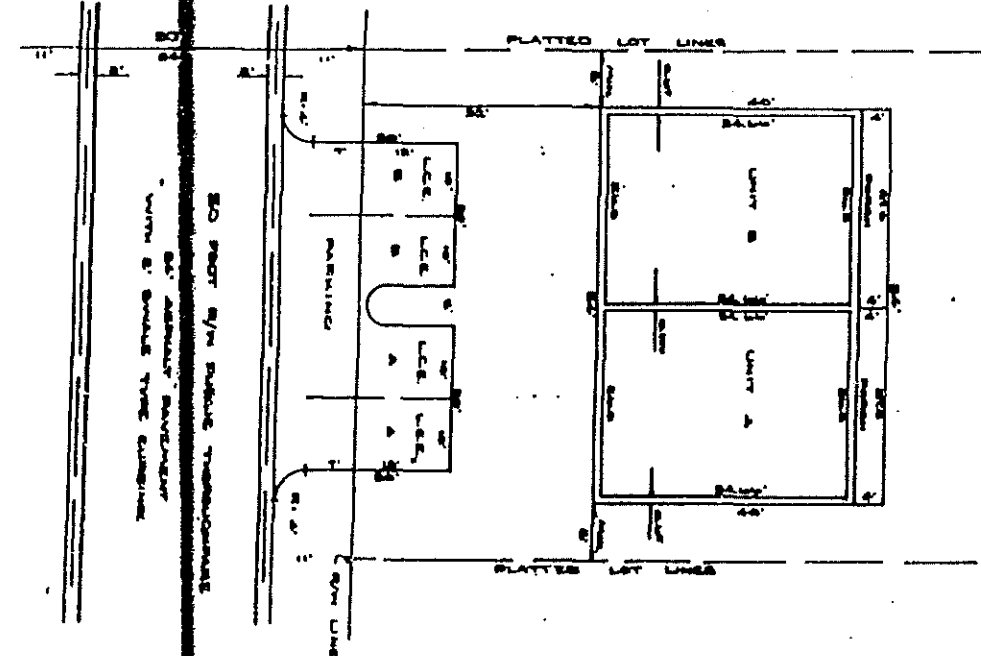
CONDOMINIUM BOOK 44-0005 PG  
SHEET 2 OF 25 SHEETS



# HERITAGE BIKES CONDOMINIUM

IN SECTION 14, TOWNSHIP 28 SOUTH, RANGE 17 EAST, COUNTY OF SHERBROOKE, QUEBEC.

CONDOMINIUM REGISTRATION ACT  
 CHAPTER 64, R.S.Q.  
 SHEET 14 OF 27 SHEETS



SO THAT S/W/M PUBLIC TRANSPORTATION  
 BE APPROXIMATELY PARALLEL  
 WITH S/W LINES THIS CONDUIT

TRIPLE BUILDING (1 STORY BUILDING)  
 1 UNIT 10  
 20 TRAIL 20  
 20 TRAIL 10  
 20 TRAIL 10

NOTE:  
 FIRST FLOORING SHALL BE CONCRETE - 12" THICK AND  
 ALL FLOOR JOISTS (2"x10")  
 SHALL BE USED FOR FLOOR AND CEILING.

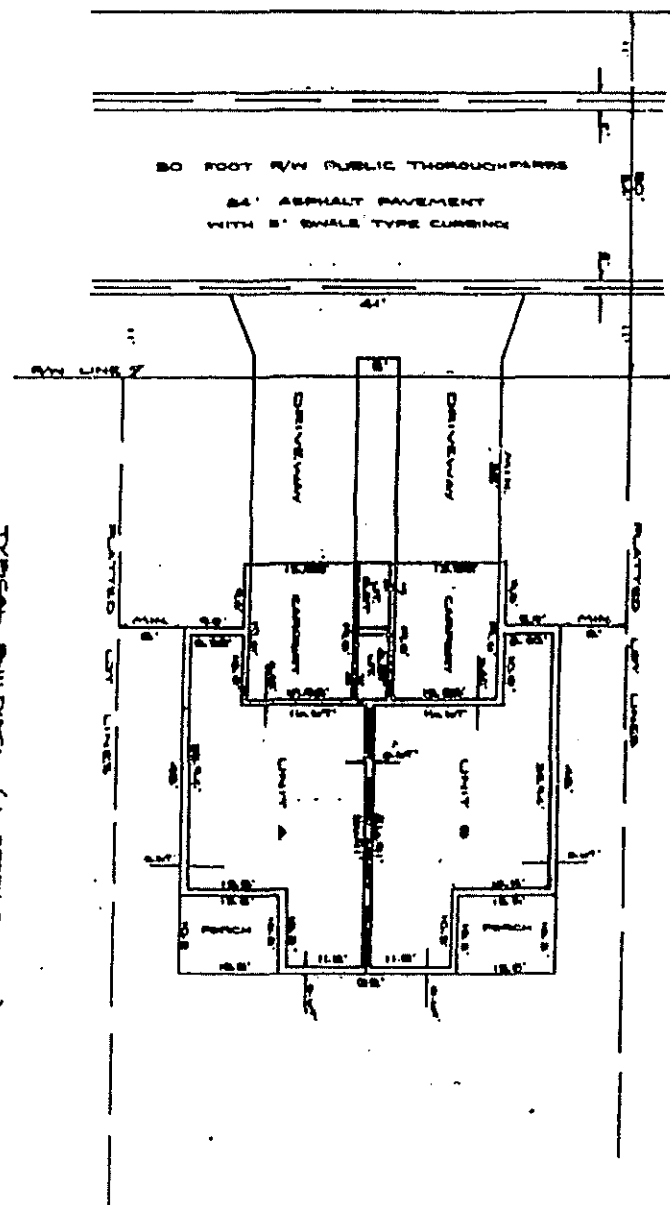
PREPARED BY  
 ARCHITECTURAL FIRM  
 1000 RUE ST-JACQUES  
 MONTREAL, QUEBEC H2Z 1K1

EXHIBIT "H-2"

# HERITAGE PINES CONDOMINIUM

IN SECTION OF THORNTON ST. SOUTH, BLOCK 17 EAST, HERITAGE PINE, PHOENIX.

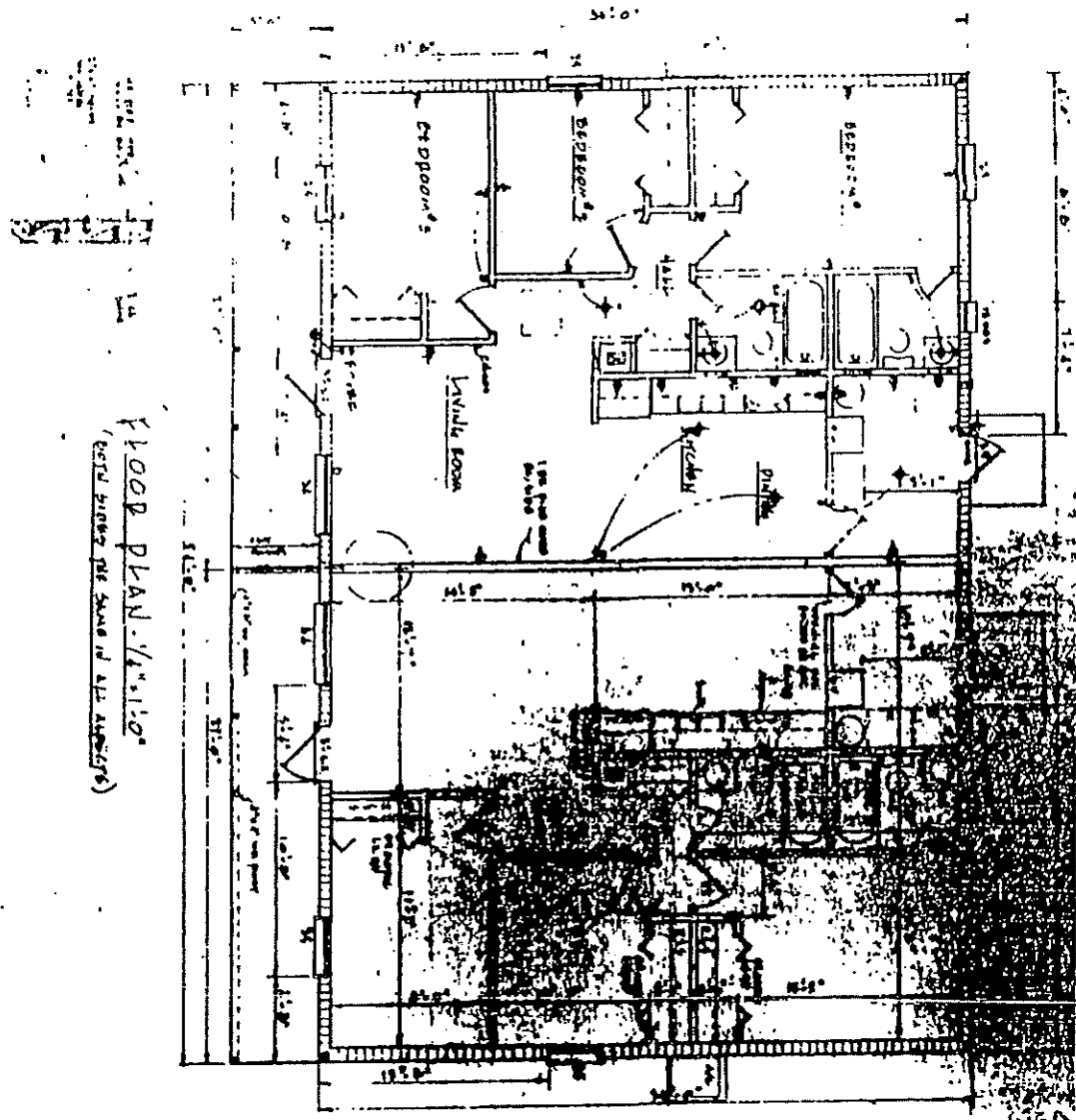
CONDOMINIUM SHOW PLAN, PAGE 444  
SHEET 2 OF 2 SHEETS



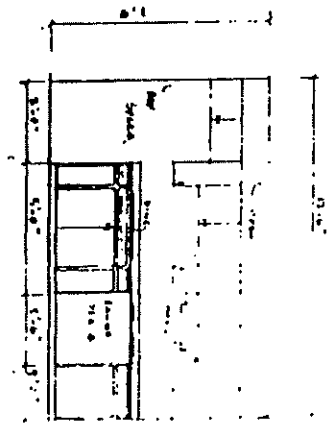
TYPICAL BUILDING (1 STORY DUPLEX)

NOTE:  
HABITABLE FLOOR ELEVATION - 12 FEET PLUS  
FINISH FLOOR FINISH (AFF)  
REFER TO U.S.C. & M.S. FOR LEVEL.

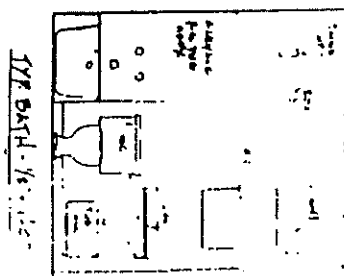
EXHIBIT "H-3"



FLOOR PLAN - 1st level  
 (NOTHING SHOWN FOR ROOMS IN ALL APARTMENTS)



KITCHEN CABINETS  
 1st level

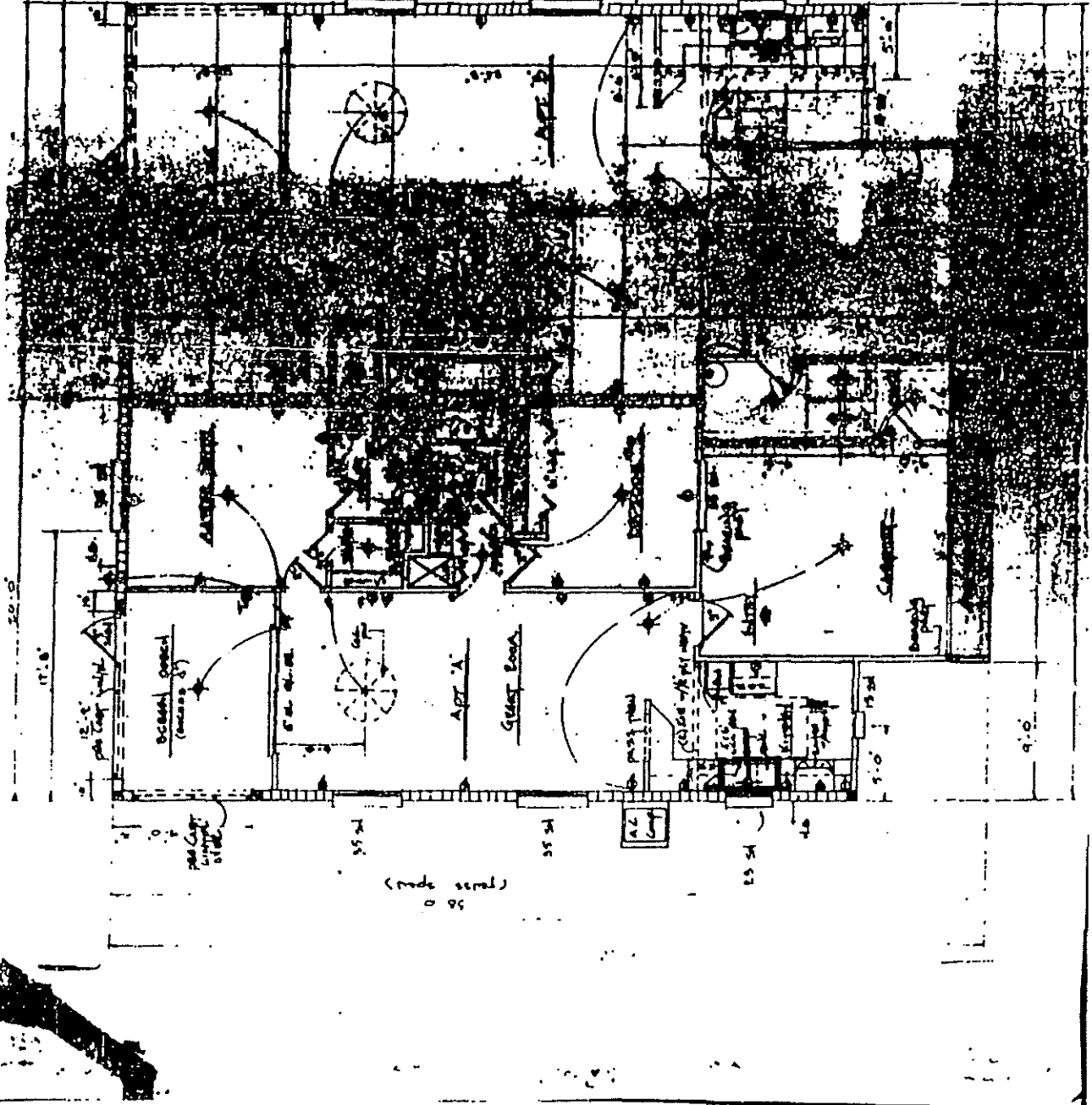


1st BATH - 1st level

CONDOMINIUM DOOR 11 PAGE 12  
 SHEET 6 OF 7

CONDOMINIUM ANNEX II PHASE 2  
SHEET 7 OF 7

ALSO SEE  
LIFT SHOPS STRUCTURAL  
DRAWING FOR SECTION LINE



ESCROW AGREEMENT

THIS AGREEMENT made and entered into this 5th day of November, 1980, by and between T. A. ARMOLD, JOSEPH E. DUENNES and RICHARD G. GREMLEY of the County of Manatee, State of Florida, hereinafter called the Sellers, and ROBERT H. SCHULTZ, Attorney-at-Law, 1101 9th Avenue West, Bradenton, Florida, hereinafter called Escrow Agent:

1. The Sellers hereby designate ROBERT H. SCHULTZ, Attorney-at-Law, 1101 9th Avenue West, Bradenton, Florida, the Escrow Agent for the purpose of establishing an escrow account to receive payments upon the sale of condominium units in HERITAGE PINES, A CONDOMINIUM, pursuant to Chapter 718.202, Florida Statutes, 1979.

2. Sellers shall pay into said escrow account to be established by the Escrow Agent, ROBERT H. SCHULTZ, all payments received by the Sellers up to Ten (10%) percent of the sale price so received by the Sellers from any Buyer towards the sale price of any condominium units.

3. The Escrow Agent is required to give to the Buyer a receipt for the deposit upon Buyer's request. The escrow funds may be deposited in separate accounts or in a common escrow or trust account or otherwise commingled with other escrow or trust accounts handled by or received by said Escrow Agent. Said Escrow Agent is authorized to invest the escrow funds in securities of the United States or any agency thereof or in savings or time deposits in institutions insured an agency of the United States. Funds shall be released from escrow as follows:

a. If a Buyer properly terminates the contract pursuant to its terms or pursuant to Chapter 718.202, Florida Statutes 1979, the funds shall be paid to the Buyer together with any interest earned.

b. If the Buyer defaults in the performance of his obligations under the contract of purchase and sale, the funds shall be paid to the Sellers together with any interest earned.

EXHIBIT "I"



c. If the contract does not provide for the payment of any interest earned on the escrowed funds, interest shall be paid to the Sellers at the closing of the transaction.

d. If the funds of a Buyer have not been previously disbursed in accordance with the provisions of this Escrow Agreement, they may be disbursed to the Sellers by the Escrow Agent at the closing of the transaction, unless prior to the disbursement the Escrow Agent received from the Buyer written notice of a dispute between the Buyer and Sellers.

4. Any and all payments in excess of the ten (10%) percent of the sale price described in the preceding paragraphs herein received prior to the completion of construction by the Sellers from the Buyer or Purchaser on a contract for purchase of a condominium parcel shall be held in a special escrow account by the Sellers or Sellers designee and may not be used by the Sellers prior to closing the transaction except as hereinafter provided, or except for refund to the Buyer. If the funds remain in the special account for more than three (3) months and earns interest, the interest shall be paid as provided for in the preceding paragraph herein.

5. "Completion of construction" means issuance of a certificate of occupancy for the entire building or improvement, or the equivalent authorization issued by the governmental body having jurisdiction, and, in jurisdictions where no certificate of occupancy or equivalent authorization is issued, it means substantial completion of construction, finishing, and equipping of the building or improvements according to the plans and specifications.

6. In the event Sellers fail to comply with the provisions of this Agreement, the contract for sale shall thereby be voidable at the option of the Buyer, and if so voided by the Buyer all sums deposited or advanced under the contract shall be refunded by the Escrow Agent with interest at the highest rate then being paid on savings accounts

excluding certificates of deposit, by savings and loan associations in the area in which the condominium property is located.

IN WITNESS WHEREOF, the Sellers have executed this Escrow Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
T. A. ARNOLD

*[Handwritten signature]*  
\_\_\_\_\_  
JOSEPH E. DUENNES

*[Handwritten signature]*  
\_\_\_\_\_  
RICHARD G. GEMLEY

I HEREBY accept designation as Escrow Agent upon the terms and conditions set forth above, this 6<sup>th</sup> day of November, 1980.

*[Handwritten signature]*  
\_\_\_\_\_  
ROBERT H. SCHULZ  
Attorney-at-Law

7 7 8 4 5 6  
FILED AND RECORDED  
Dec 1 3 26 PM '80  
MANAGER C. S. A.

PROPOSED

DECLARATION OF HERITAGE PINES, A CONDOMINIUM

MADE this 2nd day of October, 1980, by T. A. ARNOLD, JOSEPH E. DUENNES and RICHARD G. GREMLEY, called Owners/Developers, for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following Declarations:

I.

PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called the Condominium Act.

II.

NAME AND ADDRESS

The name by which this condominium is to be identified is HERITAGE PINES, INC., A CONDOMINIUM, and its address is 78th & 79th Streets at their intersection with 41st and 43rd Avenues, Bradenton, Manatee County, Florida. It is hereafter called "the Condominium".

III.

THE LAND

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 6, Township 35 South, Range 17 East, thence North 130.28 feet for the Point of Beginning; thence continue North 1189.69 feet; thence South 89°54'00" East 661.20 feet; thence South 00°03'13" East 1137.84 feet; thence South 85°37'20" West 664.20 feet to the P.O.B.. The above lying and being in Section 6, Township 35 South, Range 17 East, Manatee County, Florida.

IV.

DEFINITIONS

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

A. APPROVAL OR CONSENT. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

B. ASSOCIATION. Association means HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., and its successors.

C. BY-LAWS. By-Laws mean by-laws of the Association and of the Condominium.

D. COMMON ELEMENTS. Common elements shall include the portion of the condominium property not included in the units except that common elements shall include such improvements, facilities, devices, and installations, wherever located, for the furnishing of utility services to more than one (1) unit, other common elements, or other property. Also any land and other property acquired by the Association for the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

E. EXPENSES. Common expenses include:

1. Expenses of administration, expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements, and of the portions of units to be maintained by the Association.

2. Expenditures or amounts of assessments by the Association for the payment of costs that are the responsibility of a unit owner, including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the cost of insurance upon a unit.

3. Any valid charge against the Condominium property as a whole.

F. 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.

G. CONDOMINIUM PARCEL. Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

H. REGULATIONS. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

I. 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.

J. UNIT. That part of the condominium property which is subject to such exclusive ownership, as provided in Condominium Act. The aggregate of all units is all of the condominium property subject to such exclusive ownership. It is the appurtenant space so designated on the sketch or survey and plat attached hereto and marked Exhibit "H-3".

K. UTILITY SERVICES. Utility services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

V.

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a survey, plot plan, and graphic description of improvements mentioned above, showing the units, common elements, and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said survey, plot plan and graphic description of improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit "H-3" to this Declaration. Said Exhibit "A" has been certified to and in the manner required by Florida Statute 718.104 (4) (e), the Condominium Act.

1. A time phase condominium may not be created without the unanimous consent of the Association.

B. EASEMENTS. The following easements are expressly provided for and reserved in favor of the Developer, the owners and occupants of the condominium units in this condominium, and the owners and occupants of condominium units and other condominium buildings in the development area, their successors or assigns, and their guests and invitees as follows:

1. UTILITIES. Easements are hereby expressly reserved, and the Developer, its successors, or assigns are hereby granted easements through the condominium property as be required for utility services. Said easement shall run in favor of the Developer, its successors or assigns, or any such utility company to serve this condominium and any other condominiums in the development area and the commercial buildings located therein.

This grant of easement includes the right to install and maintain all necessary equipment upon the condominium property and to enter upon the condominium property to service the same. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements. More especially, there shall be an easement for ingress and egress for utilities as is shown on the attached plans, Exhibit "H-2".

2. ENCROACHMENTS. In the event that any condominium unit, any of the other condominium units located in the development area, or the commercial building shall encroach upon any of the common elements of the condominium property or upon any other condominium unit, for any reason except for the intentional or negligent act of another condominium owner or where such encroachment is not necessary for the use and enjoyment of the recreational facilities, the other condominiums, or the development area, then an easement shall exist to the extent of such encroachments so long as the same shall exist.

3. TRAFFIC. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time necessary and intended for such purpose and use for the purpose of going from one portion of the condominium property to another, in vehicular traffic as may be necessary for the unit owners, the owners of condominium units in other condominiums and the developer, its guests, assigns and invitees for the purpose of crossing over various portions of the development area to obtain ingress and egress to other condominiums in the development area. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the condominium property unless it is upon an area specifically designated for such traffic and

necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any condominium unit.

4. EMPLOYEES. Easement of ingress, egress, passage and entry to employees of the condominium and the Developer, its guests, assigns and invitees.

5. Provided that such easements shall be restricted for the owners and occupants of the condominium units their guests and assigns as follows:

a. During such time as the Developer, its successors or assigns is in the process of construction on any portion of the condominium buildings, the Developer, its successors or assigns, reserves the right to prohibit access to any portion of the common elements of the condominium building to any of the occupants of the building, and to utilize various portions of the common elements of the building in connection with such construction and development. No unit owner or his guests or invitees shall in any way interfere or hamper the developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any units within the building and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the Developer, its successors or agents.

C. IMPROVEMENTS/GENERAL DESCRIPTION.

1. APARTMENT BUILDING. The condominium includes sixty-four (64) apartment buildings consisting of one (1) floor. Each building contains two (2) owners' units.



2. OTHER IMPROVEMENTS. The condominium includes an automobile parking area.

D. UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper boundaries - the horizontal planes of the undecorated finished ceiling.

b. Lower boundaries - the horizontal planes of the undecorated finished floor.

2. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

a. The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the building bounding a unit, doors, and the outermost covering of the window opening.

b. Interior building walls. Vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries.

E. COMMON ELEMENTS. The common elements include the land and all other parts of the condominium not within the units nor said areas which are designated as limited common elements.

F. LIMITED COMMON ELEMENTS. The limited common elements and the units to which they are appurtenant are as follows:

1. PARKING SPACES. Parking spaces are numbered 1 through 256 inclusive, and are identified on Exhibit "H-3" hereto.

. Parking spaces shall constitute limited common elements to units to which they may be assigned in the manner hereafter provided. Subsequent to the recording of this Declaration

of Condominium, the Developer or Condominium Association may assign the parking spaces not assigned to units herein in this condominium to the various units and may record among the public records of the Manatee County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From thereafter, the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner or the unit to which they are appurtenant.

2. This subsection may not be amended without the consent of the Developer during such periods of times that the Developer may have rights hereunder to designate or control the designation of parking spaces.

#### VI.

##### IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements, and limited common elements. In addition, the condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association. The principal improvements on the real property submitted herewith to condominium ownership consists of sixty-four (64) apartment buildings. The apartment buildings will contain a total

of one hundred twenty-eight (128) units.

A. UNIT NUMBERS. Each of the apartment buildings consists of one (1) story. In each of the apartment buildings, apartment units, each of which is declared to be a condominium unit, are designated by a one digit identifying number, 1 through 64 inclusive/which identifies the particular apartment involved.

B. TYPICAL PLAN. All of the apartment units will contain three (3) bedrooms and two (2) bathrooms or two (2) bedrooms and two (2) bathrooms, as set forth in Exhibit "F" attached herewith.

The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium. Parking spaces will be limited common elements to each unit.

#### VII.

##### UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARING THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT.

A. APPURTENANCES TO UNITS. The owner of each unit shall own a share and certain interest 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 several units as indicated:

1. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS. The undivided share in the land and other common elements and in the common surplus that are appurtenant to each apartment is as follows:

a. An undivided .78125% share to each apartment, there being a total number of 128 apartments  $\times$  .78125% = 100%. The common surplus is held for the benefit of all owners and their respective undivided shares and an owners share is not subject to disposition except as a part of the owners unit.

2. USE OF COMMON ELEMENTS. Use of the common elements in common with other unit owners in the manner elsewhere described.

3. USE OF LIMITED COMMON ELEMENTS. Use of limited common elements appurtenant to the unit, if any, in the manner elsewhere described.

4. ASSOCIATION MEMBERSHIP. The membership of each unit owner in the Association and the interest of each unit owner and the funds and assets held by the Association.

B. LIABILITY FOR COMMON EXPENSES. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to this unit.

#### VIII.

##### MAINTENANCE, ALTERATION AND IMPROVEMENT

A. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

1. UNITS.

a. BY THE ASSOCIATION. The Association shall maintain, repair and replace at the Association's expense.

1. All boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of the apartment building, which portions to be maintained shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of the units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

2. 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 the unit within which contained; and

3. All incidental damage caused to a unit by this work shall be repaired promptly at the expense of the Association.

4. Provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective unit except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

5. The upkeep, repaving, or resurfacing of the parking lot.

B. BY THE UNIT OWNER. The responsibility of the unit owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

2. The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: (air handling equipment for space cooling and heating; service equipment, such as dish washer, laundry, refrigerator, oven and stove, whether or not these items are built in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slabs; and inside paint and other inside wall finishes.

3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

4. To keep all floors in his unit, except bathrooms, kitchens and balconies, covered with wall to wall carpeting or with vinyl floor tiles.

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

C. ALTERATION AND IMPROVEMENT. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any addition to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work was to be done and the approval of the Board of Directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the apartment building, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

D. COMMON ELEMENTS.

1. BY THE ASSOCIATION. The maintenance and operation of the common elements shall be the responsibility of the Association and the costs shall be a common expense. The Association shall also be responsible for the upkeep and care of the parking lot and will be a common expense.

2. ALTERATION AND IMPROVEMENT. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements or acquisition of additional common elements without prior approval in writing by the record owners of all the units; provided, however that any alteration or

improvement of the common elements or acquisition of additional common elements bearing the approval in writing of the record owners of not less than 75% of the common elements, and which does not interfere with the rights of any owners without their consent, may be accomplished if the owners who do not approve are relieved from the initial costs of that alteration, improvement or acquisition. The share of any costs not so assessed shall be assessed to the other unit owners in the shares that their shares in the common element bear to each other. There shall be no change in the shares and rights of a unit owner and the common elements nor in his share of common expenses, whether or not the unit owner contributes to the costs of the alteration, improvement or acquisition.

a. With the permission of the condominium Association or the Developer, abutting condominium apartment units may be physically combined into a single dwelling, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one (1) dwelling may be severed into their component units (separate units) at any time the owners of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications of the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the

Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which alters the exterior appearance of the condominium apartment building in which the combined units being severed into its component units is located or in which the separate units being combined are located.

b. Any alteration in units owned by the Developer or a successor developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this paragraph may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

3. SUBMISSION OF LAND TO CONDOMINIUM. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submit that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment when recorded in the public records of Manatee County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance and the same undivided shares of the undivided shares in the common elements appurtenant to the units owned by them.

4. DISPOSITION OF LAND. Any land acquired by the Association that is not submitted to condominium by amendment



of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75% of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

5. DISPOSITION OF PERSONAL PROPERTY. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

IX.

ASSESSMENTS

A. ASSESSMENTS. The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

1. SHARE OF COMMON EXPENSE. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by them.

2. INTEREST; APPLICATION OF PAYMENTS. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

3. INSTITUTIONAL FIRST MORTGAGEES. Where an institutional first mortgagee of record obtains title to a condominium parcel, or when any other purchaser obtains such title as a result of the foreclosure by an institutional first mortgagee of record, or where said institutional first mortgagee

*10 Amended  
of Assessment  
language*

accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of the title, his heirs, legal representatives, and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owners of such parcel which became due prior to acquisition of title thereto as a result of the foreclosure, where the acceptance of deed was in lieu of the foreclosure. Such unpaid share of common expenses of assessments shall be, if possible, collected from the proceeds of the mortgage sale, if any, which would otherwise accrue to the benefit of the unit owner against whom the foreclosure proceedings were maintained, or in the event that there are not sufficient funds available for such purpose, then such unpaid share of common expenses or assessments shall be determined to be common expenses collectible from all of the unit owners including such acquirer, his heirs, legal representatives, successors, and assigns.

4. DEVELOPER'S ASSESSMENTS. During such time as the Developer owns one (1) or more units, the assessments, as provided for in subparagraph A of this article shall never be more than the actual sums necessary to pay for the current operating expenses. If the assessment is in excess of the actual operating costs incurred, although this is expressly prohibited by this provision, the Developer shall be excused from paying such excess amount. In the event any such excess is paid, the Association will refund such excess to the Developer upon demand. Notwithstanding any of the foregoing provisions respecting assessments, during the period of time beginning with the recording of the Declaration of Condominium and ending six (6) months after the first day of the month which follows such recording, the Developer shall collect all assessments from unit owners and shall pay all expenses from the operation of the condominium

building during such period of time, on an accrual basis (receiving pro-rata credit for prepaid expenses, deposits, etc.). Assessments during the said six (6) month period shall be made on the basis of "projected estimate of operating budget". Developer shall not be obligated to, and shall not, have to account for the monies collected or any surplus retained or deficit paid. After the expiration of said six (6) month period all assessments, and the individual unit owners' and the Developer's responsibilities shall be as is otherwise provided for herein.

5. LIEN FOR ASSESSMENTS. The lien for unpaid assessments shall secure reasonable attorney's fees, including but not limited to fees for appellate court representative, incurred by the Association incident to the collection of an assessment or enforcement of a lien.

6. RENTAL PENDING FORECLOSURE. In any foreclosure of a lien for assessments, the owner of a the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

X.

ASSOCIATION

A. ASSOCIATION. The operation of the condominium shall be by HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

1. ARTICLES OF INCORPORATION. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit "B".

2. THE BY-LAWS. The by-laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit "C".

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3. 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 injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

4. ROSTER OF UNIT OWNERS AND MORTGAGEES.

a. OWNERS OF UNITS. The Association shall maintain a roster of names and mailing addresses of unit owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each unit owner shall furnish to the Association a certified copy of the record evidence of his title, which evidence shall entitle the unit owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required.

b. MORTGAGEES. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless removal is requested by the mortgagee.

c. VOTING RIGHTS. Each condominium unit shall be entitled to one (1) vote. The vote of a condominium unit is not divisible.

d. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the common elements must be by secret ballot.

5. RESTRAINT UPON ASSIGNMENT OF SHARES AND ASSETS.

The share of a unit owner and the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

6. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever

the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who had cast a vote of that owner in an Association meeting, unless adjointer of record owners is specifically required by this Declaration.

XI.

INSURANCE

A. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. PURCHASE: NAMED INSURED: CUSTODY AND PAYMENT OF POLICIES.

a. PURCHASE. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in the State of Florida.

b. APPROVAL. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association, or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or

disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within the ten (10) day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

c. NAMED INSURED. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster or mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

d. CUSTODY OF POLICIES AND PAYMENT OF PROCEEDS. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the Board of Directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

e. COPIES TO MORTGAGEES. One (1) copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgagee roster who holds mortgages upon units covered by the policy. The copies shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each proceeding policy that is being renewed or replaced, whichever date shall first occur.

2. COVERAGE.

a. CASUALTY. All buildings and improvements upon the land including units and all personal property included in

the condominium property and insurance covering all the common elements of the common elements of the condominium and insuring the Association shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvement. Values of insured property shall be determined annually by the Board of Directors of the Association, but in no case shall coverage be less than the replacement costs. Insurance coverage shall afford protection against:

1. LOSS OR DAMAGE. By fire and other hazards covered by a standard extended coverage endorsement.
2. SUCH OTHER RISKS. As from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism, and malicious mischief. The bailee liability, if any, of the Association for unit owners shall be insured.

Policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings, except floor slabs; and inside paint and other side wall finishes.

When appropriate and possible, the policies shall waive the insurers' right to:

- a. Subrogation against the Association and against the unit owners individually and as a group;
- b. The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- c. Avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

b. PUBLIC LIABILITY. Public liability 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 automobiles and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. WORKMAN'S COMPENSATION POLICY. Workman's compensation policy to meet the requirements of law.

d. OTHER INSURANCE. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy, or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than then (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.



If for any reason the Association fails to procure a policy and to pay the premiums, the mortgagee with the greatest number of mortgages shall have the right to order and pay for such policies and be subrogated to the assessment and lien rights of the Association for such payment.

4. INSURANCE TRUSTEES; SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the insurance trustee. The Board of Directors shall notify the banking institution which they have so designated. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but for which shares need not be set forth on the records of the insurance trustee:

a. UNIT OWNERS. An undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to this unit.

b. MORTGAGEES. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the insurance trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the

determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the unit owner and mortgagee. The mortgagee shall not have the right to apply any casualty proceeds for the reduction of the mortgage debt.

c. MINIMUM BASIS. If the casualty results in a loss which is less than \$10,000.00, then, in that case, the proceeds will be paid directly to the Association in order to effect repairs.

5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "RECONSTRUCTION OR REPAIR AFTER CASUALTY."

6. ASSOCIATION OF AGENT. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit 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.

7. BENEFIT OF MORTGAGEE. Certain provisions in this section entitled "INSURANCE" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

## XII.

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

#### A. RECONSTRUCTION AND REPAIR AFTER CASUALTY.

##### 1. DETERMINATION WHETHER TO RECONSTRUCT AND REPAIR.

Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner.

a. LESSER DAMAGE. If units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. MAJOR DAMAGE. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

1. Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds, and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

2. The notice shall call a meeting of unit owners to be held within thirty (30) days from the mailing of the notice.

3. If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property shall be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

4. The approval of a unit owner may be expressed by vote or in writing filed with the Association at or

prior to the meeting.

5. The expense of this determination shall be assessed against all unit owners as a common expense.

c. CERTIFICATE. The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

2. REPORTED DAMAGE. If any of the condominium property shall be damaged and insurance proceeds or other funds are paid to the insurance trustee on account of the damage, a report of the damage shall be submitted by the Association to the insurance trustee. The report shall include the following information:

- a. Date and cause of damage.
- b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

- c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.
- d. Other damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of the building.
- e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.
- f. Insurance trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

3. RESPONSIBILITY FOR RECONSTRUCTION AND REPAIR.

The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "MAINTENANCE, ALTERATION AND IMPROVEMENT".

4. PLANS AND SPECIFICATIONS. Any reconstruction and

repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners if not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

5. ASSESSMENTS; DETERMINATION OF SUFFICIENCY OF FUNDS.

a. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the costs of construction, reconstruction and repair occasioned by special improvements made at the request of the owner and not to their units shall be assessed to the owner of the unit.

b. DETERMINATION OF SUFFICIENCY OF FUNDS. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000.00, the sufficiency

of funds to pay the costs shall be determined by the Board of Directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000.00 the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessment shall be deposited by the Association with the insurance trustee.

6. DISBURSEMENTS OF FUNDS. The funds held by the Association or by the insurance trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

a. EXPENSE OF THE TRUST. All expenses of the insurance trustee shall be first paid or provision made for payment.

b. TERMINATION OF THE CONDOMINIUM. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners and upon demand of the Association and the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

c. RECONSTRUCTION AND REPAIR OF DAMAGE. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

1. BY ASSOCIATION - DAMAGES OF \$10,000.00 OR LESS. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for reconstruction and repair of damage of more than \$10,000.00 if the damaged property includes structural parts of a building, where if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

2. BY ASSOCIATION - DAMAGES OF MORE THAN \$10,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the Board of Directors of the Association, provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

3. BY UNIT OWNERS. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated costs of reconstruction and repair of this damage and each damaged unit bears to the total of these costs and all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs of his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

4. SURPLUS. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and the mortgagees being made payable jointly to them; provided, however, that the part of the distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

d. RELIANCE UPON CERTIFICATES. Notwithstanding the provisions of this Declaration, the insurance trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the insurance trustee may rely upon the certificate of the Association made by its president and secretary stating:

1. Whether the damaged property will be reconstructed and repaired or the condominium terminated.
2. Whether or not payments upon assessments against unit owners shall be deposited with the insurance trustee.
3. That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.
4. The names of the unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the insurance trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

e. PROVISIO. Provided; however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon



disbursements and payment of costs of reconstruction and repair:

1. When the report of damage shows that the damaged property includes structural part of a building.

2. When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$10,000.00.

3. If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

7. BENEFITS OF MORTGAGEES. Certain provisions in this section entitled "RECONSTRUCTION OR REPAIR AFTER CASUALTY" are for the benefit of mortgagees of condominium parcels. All these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

8. ADJUSTMENT OF AMOUNT. The amount of \$10,000.00 stated in this section entitled "RECONSTRUCTION OR REPAIR AFTER CASUALTY" shall be adjusted on July 1, 1985 so that the adjusted amount will have the same purchasing power in the months of January, February and March, 1985 as the amount applicable in the proceeding year has in the months of January, February and March 1979; and this adjusted amount shall be further adjusted on July 1, 1995 and on July 1st of each tenth (10th) year thereafter so that the adjusted amount will have the same purchasing power in the months of January, February and March in the year of the adjustment as the amount applicable in the proceeding year has in the months of January, February and March of the latest prior year the number of which is divisible by ten (10). The purchasing power of the amount shall be measured by the average of the index numbers of retail commodity prices for the months indicated. The adjusted amount shall be computed by multiplying the amount applicable in the proceeding year by

the designated average of index numbers for the year of adjustment, and by dividing the result by the designated average of index numbers for the latest prior year the number of which is divisible by ten (10), except that in the adjustment on July 1, 1985 the divisor shall be the designated average of index numbers for 1979. The index numbers to be employed are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX-U.S. CITY AVERAGE, ALL ITEMS" prepared by the Bureau of Labor Statistics of the U. S. Department of Labor, provided that the index and the controlling year and the index in the year of adjustment shall be constructed upon the same base. Any publication by either the U. S. Department of Labor or the U. S. Department of Commerce in which those index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving the adjustment without further proof of authenticity. In the event the U. S. Department of Labor ceases to prepare and to publish those retail commodity index numbers, the adjustment of amounts thereafter shall be according to the most closely comparable commodity index designated by the U. S. Department of Labor; and if it is not designated by that department, then the most closely comparable index as determined by the Board of Directors of the Association.

### XIII.

#### CONDEMNATION

A. DEPOSITS OF AWARDS WITH INSURANCE TRUSTEE. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the insurance trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the insurance trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the

Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

B. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

C. DISBURSEMENTS OF FUNDS. If a condominium is terminated after condemnation, the proceeds of the awards and the special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds of the condominium is terminated after casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the insurance trustee after a casualty.

D. UNIT REDUCED BUT TENANTABLE. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

1. RESTORATION OF UNIT. The unit shall be made tenantable. If the costs of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

2. DISTRIBUTION OF SURPLUS. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to owner and mortgagees.

3. ADJUSTMENT OF SHARES AND COMMON ELEMENTS. If the floor area of the unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

E. UNIT MADE UNTENANTABLE. If the taking is of the entire unit, or so reduces the size of the unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium.

1. PAYMENT OF AWARD. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee.

2. CONDITION TO COMMON ELEMENTS. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed and conditioned for use by all of the unit owners in the manner approved by the Board of Directors of the Association; provided that if the costs of the work shall exceed the balance of the funds from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total numbers representing the shares of these owners as they exist prior to the adjustment.

4. ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the change is effected by the taking.

5. ARBITRATION. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) 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 upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The costs of arbitration proceeding shall be assessed against all

unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

F. TAKING OF COMMON ELEMENTS. Awards for the taking of common elements shall be used to make the remaining portions of the common elements usable in the manner approved by the Board of Directors of the Association; provided, that if the costs of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance from the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage on the unit, the distribution shall be paid jointly to the owner and mortgagees of the unit.

G. AMENDMENT OF DECLARATION. The changes in units, and the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all directors of the Association.

#### XIV.

##### USE RESTRICTIONS

A. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building and useful condition exists upon the land.

1. UNITS. Each of the units shall be occupied only by one (1) family, its servants and guests as a residence and for no other purpose. A family shall consist of one (1) or a group of two (2) or more but not more than six (6) persons living

together and interrelated by bonds of consanguinity, marriage or legal adoption.

2. COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by the occupants.

3. NUISANCES. No nuisances shall be allowed upon the condominium property, nor any use or practice that is a source of annoyance to residents of which intereferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuge, or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the costs of insurance upon the condominium property above that required when the unit is used for the approved purposes.

4. LAWFUL USE. No immoral, improper, offensive, or unlawful use shallbe made of the condominium property not any part of it; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. LEASING. After approval of the Association elsewhere required entire units may be rented provided the occupancy is by only one (1) family, its servants and guests. No rooms may be rented except as part of an apartment or another apartment owner, and no transient tenants may be accomodated.

6. REGULATIONS. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

7. PROVISIO. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all the units of the condominium, neither the unit owners nor the Association or the use of the condominium property shall interfere with the completion of the contemplated improvements and sale of the units. Developer may make such use of the unsold units and common areas without charges, may facilitate the completion and sale, including but not limited to maintenance of the sales office, the showing of the property and the display of signs.

XV.

MAINTENANCE OF COMMUNITY INTEREST

A. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of the units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions to each unit owner covenants to observe:

1. TRANSFER SUBJECT TO APPROVAL.

a. SALE. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.



b. LEASE. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit.

c. GIFT. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

d. DEVISE OR INHERITANCE. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

e. OTHER TRANSFERS. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections the continuance of his ownership of his unit shall be subject to the approval of the Association.

2. APPROVAL BY ASSOCIATION. The approval of the Association as required for the transfer of ownership of units shall be obtained in the following manner.

a. NOTICE TO ASSOCIATION.

1. SALE. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice that the unit owner's option may include a demand by the unit owner that the Association furnish the purchaser of a unit if the proposed purchaser is not approved; and if that demand is made, then the notice shall be accompanied by an executed copy of the proposed Contract for Sale.

2. LEASE. A unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name

and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

3. GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or the acquiring of title, together with such information concerning the transfer as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

4. FAILURE TO GIVE NOTICE. If the above required notice to the Association is not given, then at any time after receiving knowledge of the transaction or event transferring ownership or possession of a unit, the Association at its election without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership the Association shall proceed as if it had received the required notice on the day of that approval.

5. COSTS. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50.00, to cover the costs incident to the determination of the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of the assessment.

b. CERTIFICATE OF APPROVAL.

1. SALE. If the proposed transaction is a sale,

then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Manatee County, Florida, at the expense of the purchase.

2. LEASE. If the proposed transaction is a lease, then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Manatee County, Florida, at the expense of the lessee.

3. GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the notice of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuation of the transferees ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Manatee County, Florida, at the expense of the unit owner.

c. APPROVAL OF CORPORATE OWNER OR PURCHASE. Since the condominium may be used only for residential purposes and a

corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

3. DISAPPROVAL BY THE ASSOCIATION. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be treated in the following manner:

a. SALE. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

1. At the option of the purchase to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) 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 decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

2. The purchase price shall be paid in cash, or upon terms approved by the seller.

3. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase,

or within ten (10) days after the determination of sale price if it is by arbitration, whichever is the later.

4. A certificate of the Association executed by its president and secretary and approving the purchasers shall be recorded in the Public Records of Manatee County, Florida, at the expense of the purchasers.

5. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchase furnished by the Association shall default in his agreement to purchase, then notwithstanding the approval the proposed transaction shall be deemed to have been approved and the Association shall furnish its certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Manatee County, Florida, at the expense of the purchaser.

b. LEASE. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made.

c. GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

1. The sale price shall be the fair market value determined by the agreements between the seller and the purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of an agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction, the expense of the arbitration shall be paid by the purchaser.

2. The purchase price shall be paid in cash or upon terms approved by the sellers.

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

4. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Manatee County, Florida, at the expense of the purchaser.

5. If the Association shall fail to provide a purchaser in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Manatee County, Florida, at the expense of the unit owner.

4. EXCEPTIONS. The foregoing provisions of the

section "MAINTENANCE OF COMMUNITY INTEREST" shall not apply to:

a. A transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, of suit for foreclosure proceedings;

b. A transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title;

c. A transfer to a purchaser who acquires a title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

d. A mortgage of transfer to or a purchaser or other acquisition by Developer, nor to a lease, mortgage, sale or other transfer by Developer.

5. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage, lease or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

#### XVI.

##### COMPLIANCE AND DEFAULT

A. COMPLIANCE AND DEFAULT. Each unit owner in the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the By-Laws and Regulations adopted pursuant to those documents, and all those documents and regulations as they may be amended from time to time. The Association of unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Declaration. See Declaration, page \_\_\_ for present text."

2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

- a. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- b. Not less than 80% of the votes of the entire membership of the Association; or
- c. Not less than 50% of the entire membership of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

1. To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall approve the amendment.

2. To change the boundaries between units in the manner elsewhere stated provided the amendment is signed



1. NEGLIGENCE. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guest or their guests, employees, agents or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

2. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

3. 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 of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

XVII.

AMENDMENTS

A. AMENDMENTS. Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

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. Proposals to amend the existing Declaration shall contain the full text of the Declaration to be amended; new words to be deleted shall be lined through with hypens. However, if the proposed changes are so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hypens as indicators of new words added or deleted,

and acknowledged by the owners, lienors, and mortgagees of the units concerned.

3. To adopt amendments of the section entitled "INSURANCE" that are reasonably acquired by insurers or mortgagees of condominium property.

or,

d. Until the members are entitled to elect a majority of the Directors, only by all of the Directors, provided the amendment does not increase the number of units allowed by the Declaration nor encroach upon the boundaries of the common elements.

3. PROVISIO. 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 effected shall consent; and no amendment shall change any unit or decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses unless the record owner of the unit concerned and all record owners of mortgages on the unit shall join in the execution of the amendment. Neither shall an amendment make any change in the sections "INSURANCE", "RECONSTRUCTION OR REPAIR AFTER CASUALTY" and "CONDEMNATION" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

4. EXECUTION AND RECORDING. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida. That the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either

the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.

XVIII.

TERMINATION

A. TERMINATION. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act.

1. DESTRUCTION. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

2. AGREEMENT. The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

3. APPROVAL AND OPTIONS TO PURCHASE. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice to the proposed termination, and if approval by owners of not less than 75% of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the 60th day after the date of that meeting. Approval of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The option shall be upon the following terms:

a. EXERCISE OF OPTION. The option shall be exercised in the following manner:

1. A unit owner desiring to exercise the option shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one (1) offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and termination of a condominium.

2. The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

3. The exercise of the option shall be evidenced by the certificate of the Association executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers in the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail, return receipt requested, to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

b. PRICE. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by the agreement between the seller and purchase within thirty (30) days from the

delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment for specific performance of the sale upon the decision rendered by the arbitrators 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, or upon terms approved by the seller and the Association.

d. CLOSING. The sale shall be closed within ten (10) days upon the determination of the sale price, or within sixty (60) days after the exercise of the option, whichever shall last occur.

e. TERMINATION. The closing of the purchase of all of the units subject to the option shall effect termination of the condominium without further act except the filing of the certificate hereafter required.

f. FAILURE TO PURCHASE. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in a closed sale shall be void.

4. CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a

certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Manatee County, Florida.

5. SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owner's units prior to the termination.

6. AMENDMENT. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

XIX.

SEVERABILITY

A. 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 of this Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws and Regulations of the Association, shall not effect the validity of the remaining portions.

IN WITNESS WHEREOF, the Owners/Developers have executed this Declaration the 2nd day of October, 1980.

Signed, sealed and delivered in the presence of:

James S. Shinsky  
Caroline D. Overton

James S. Shinsky  
Caroline D. Overton

James S. Shinsky  
Caroline D. Overton

T. A. Arnold  
T. A. ARNOLD

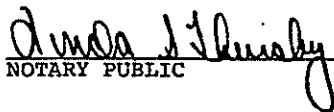
Joseph E. Duennes  
JOSEPH E. DUENNES

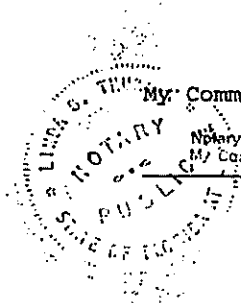
Richard G. Gremlay  
RICHARD G. GREMLEY

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared T. A. ARNOLD, JOSEPH E. DUENNES, and RICHARD G. GREMLEY, well known to me to be the persons named in the foregoing Declaration of Condominium, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of October, 1980.

  
NOTARY PUBLIC



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 18, 1981

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 24, 1980, as shown by the records of this office.

The charter number for this corporation is 754329.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
26th day of September, 1980



CSR 101 Rev. 9-79

A handwritten signature in cursive script, appearing to read 'George Firestone'.

George Firestone  
Secretary of State

EXHIBIT "B"

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O.R. 993 PG

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ARTICLES OF INCORPORATION  
OF  
HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

FILED  
SEP 24 2 45 PM '89  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

I.

NAME AND DEFINITIONS

The name of the corporation shall be HERITAGE PINES CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the By-Laws of the Association as By-Laws.

II.

PURPOSE

The purpose for which the Association is organized is to provide an entity, pursuant to Florida Statute 718.111, for the operation of HERITAGE PINES, A CONDOMINIUM, located upon the following lands in Manatee County, Florida:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 6, Township 35 South, Range 17 East, thence North 130.28 feet for the Point of Beginning; thence continue North 1189.69 feet; thence South 89°54'00" East 661.20 feet; thence South 00°03'13" East 1137.84 feet; thence South 85°37'20" West 664.20 feet to the P.O.B.. The above lying and being in Section 6, Township 35 South, Range 17 East, Manatee County, Florida.

III.

POWERS

The powers of the Association shall include and shall be governed by the following provisions:

1. GENERAL. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

2. ENUMERATION. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and 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 following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses, and losses of the condominium.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the

condominium property and property acquired or leased to by the Association for use by the unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

g. To make and amend reasonable regulations respective the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than seventy-five (75%) per cent of the votes of the entire membership of the Association before they shall become effective.

h. To approve or disapprove the leasing, transfer, mortgagee and ownership and possession of units as may be provided by the Declaration of Condominium and By-Laws.

i. To enforce by legal means the provision of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the

Declaration of Condominium to have approval of the Board of Directors for the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant lease of those portions for this purpose.

l. To employ personnel to perform the services required for proper operation of the condominium and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium.

3. PURCHASE OF UNITS. Except as provided for living accommodations of management personnel, the Association shall not have the power to purchase a unit of the condominium except at sales and foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

4. CONDOMINIUM PROPERTY. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

5. DISTRIBUTION OF INCOME. The Association shall make

no distribution of income to its members, directors or officers.

6. LIMITATION. 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 By-Laws.

IV.

MEMBERS

1. MEMBERSHIP. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

2. EVIDENCE. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by:

a. Recording in the Public Records of Manatee County, Florida, a certificate of the Association stating the approval required by the Declaration,

b. Recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership,

c. Delivery to the Association of a certified copy of the recorded instruments. The owner receiving title

of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

3. ASSIGNMENT. 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 unit for which the share is held.

4. VOTING. A member of the Association shall be entitled to at least one (1) vote for each unit owned by him. 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 By-Laws of the Association.

V.

DIRECTORS

1. NUMBER AND QUALIFICATIONS. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of that determination shall consist of three (3) directors. Directors need not be members of the Association.

2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or

employees, subject only to approval by unit owners when that is specifically required.

3. ELECTION; REMOVAL. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws.

4. TERM OF THE FIRST DIRECTORS. Except as may be provided by statute, the first election of directors by members of the Association other than the Developer of the condominium shall not be held until after the Developer has closed the sales of all the units of the condominium, or until the Developer elects to terminate its control of the condominium, or until after September 1st, 1983, whichever occurs first. The directors named in these Articles shall serve until their successors are elected by the Members other than the Developer; and any vacancies in their number occurring before the time for the election of their successors by the members other than the Developer shall be filled by the remaining first directors, or if there are none, then by the Developer.

5. FIRST DIRECTORS. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
T. A. Arnold	2508 Palma Sola Blvd, Bradenton, Florida

Joseph E. Duennes, 2508 Palma Sola Blvd., Bradenton, Fl  
Richard G. Gremley, 2508 Palma Sola Blvd., Bradenton, Fl

VI. <sup>3</sup>

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. 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 by the Board of Directors are as follows:

PRESIDENT: Richard G. Gremley; 2508 Palma Sola Blvd.,  
Bradenton, Florida

VICE-PRESIDENT: T. A. Arnold ; 2508 Palma Sola  
Blvd., Bradenton, Florida

SECRETARY/TREASURER: Joseph E. Duennes ; 2508 Palma  
Sola Blvd., Bradenton, Florida

VII.

INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and



liabilities, including counsel 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 of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the 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 that person may be entitled.

VIII.

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

IX.

AMENDMENTS

Amendments to these Articles of Incorporation shall be

proposed and adopted in the following manner:

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

2. ADOPTION. A resolution for the adopting of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

a. By not less than seventy-five (75%) per cent of the entire membership of the Board of Directors and by not less than seventy-five (75%) per cent of the votes of the entire membership of the Association; or

b. By not less than eighty (80%) per cent of the votes of the entire membership of the Association.

3. LIMITATION. Provided however that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in Sections 3 to 6 of Article III, entitled "POWERS", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of

Condominium.

4. RECORDING. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Manatee County, Florida.

X.

TERM

The term of the Association shall be perpetual.

XI.

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
T. A. ARNOLD	2508 Palma Sola Boulevard Bradenton, Florida
JOSEPH E. DUENNES	2508 Palma Sola Boulevard Bradenton, Florida
RICHARD G. GREMLEY	2508 Palma Sola Boulevard Bradenton, Florida


XII.

REGISTERED AGENT

The name and address of this corporation's initial registered agent and upon whom service of process may be made is RICHARD G. GREMLEY, 2508 Palma Sola Boulevard, Bradenton, Florida 33529.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures this 11<sup>th</sup> day of September, 1980.


  
\_\_\_\_\_  
T. A. ARNOLD

  
\_\_\_\_\_  
JOSEPH E. DUENNES

  
\_\_\_\_\_  
RICHARD G. GREMLEY

STATE OF FLORIDA  
COUNTY OF MANATEE

T. A. ARNOLD, JOSEPH E. DUENNES, and RICHARD G. GREMLEY, appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on this 11<sup>th</sup> day of September, 1980.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

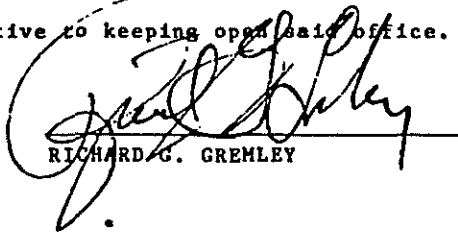
11/11/1981

FILED

SEP 24 2 45 PM '00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

  
RICHARD G. GREMLEY

BY-LAWS OF  
HERITAGE PINES CONDOMINIUM ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT  
UNDER THE LAWS OF THE STATE OF FLORIDA

I.

IDENTITY

These are the By-Laws of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on the 24th day of September, 1980. The Association has been organized for the purpose of administrating a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which Condominium, and is located upon the following lands in Manatee County, Florida:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 6, Township 35 South, Range 17 East, thence North 130.28 feet for the Point of Beginning; thence continue North 1189.69 feet; thence South 89°54'00" East 661.20 feet; thence South 00°03'13" East 1137.84 feet; thence South 85°37'20" West 664.20 feet to the P.O.B.. The above lying and being in Section 6, Township 35 South, Range 17 East, Manatee County, Florida.

A. The office of the Association shall be at 2508 Palma Sola Boulevard, Bradenton, Florida.

EXHIBIT "C"

B. The fiscal year of the Association shall be the calendar year.

C. 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:



II.

MEMBERS

A. ROSTER OF MEMBERS. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a certified copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

B. ANNUAL MEETING. The annual meeting shall be held in January of each year at a date, time, and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the member; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the Developer of the condominium is less than six (6) months after the first election of directors by the membership of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association

shall serve until the date of the next following annual meeting.

C. SPECIAL MEMBERS' MEETINGS. Special members' meetings shall be held at such places provided for and at such times as is determined by the Board of Directors, and must be called by the board upon receipt of a written request from a majority of the members of the Association. The business conducted at special meetings shall be limited to that stated in the notice of the meeting.

D. NOTICE OF THE MEETING. Notice of a meeting of members stating the time and place and objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of posting, delivery, or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

E. QUORUM. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the unit owners (total vote) shall constitute a quorum.

F. VOTING.

1. At any meeting of members the owners of units shall be entitled to one (1) vote per unit unless a decision to be made is elsewhere required to be determined in another manner.

2. If a unit is owned by one (1) person his right to vote shall be established by the roster of members. If a unit is owned by more than one (1) person, or is under lease,



the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of a unit concerned. A certificate designating the person entitled to cast a vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast a vote for a unit is not on file, the vote of the owner shall not be considered in determining whether a quorum is present nor for any other purpose.

G. PROXY. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. One person may hold no more than five (5) proxies.

H. 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, provided notice of the adjourned is given in the manner required for notice of a meeting.

### III.

#### DIRECTORS

A. MEMBERSHIP. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. ELECTION OF DIRECTORS. Election of directors shall be conducted in the following manner:

1. Election of directors shall be at the annual members meeting.

2. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3. 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.

4. Subject to the changes in Section 718.301, any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member of the Board of Administration may be called by ten (10) percent of the unit owners, giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

5. Provided however that until a majority of the directors are elected by members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

C. THE TERM. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. 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 shall be given to each director, personally or by mail, telephone or telegraph, and shall be

transmitted at least three (3) days prior to the meeting. A notice of a regular meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

E. WAIVER OF NOTICE. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

F. QUORUM. A quorum at director's 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 Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

G. ADJOURNED MEETINGS. 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.

H. JOINDER IN MEETING BY APPROVAL OF MINUTES. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director for the purpose of determining a quorum.

#### IV.

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by unit owners when that is specifically required.

V.

OFFICERS

A. 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, and a secretary/treasurer, who shall be a director, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office except for the president may not also be the secretary. No person shall sign an instrument nor perform an act in the capacity of more than one (1) office. The Board of Directors from time to time shall elect such officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

B. PRESIDENT. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

C. VICE PRESIDENT. The vice president shall exercise the powers and perform the duties of the president in the absence or disability of the president. He shall also assist the president and exercise such other powers and perform such other duties as shall be described by the directors.

D. SECRETARY/TREASURER. The secretary/treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He

shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall have custody of all property of the Association, including funds, securities and evidence of indebtedness, he shall keep the records of the Association, which includes the books of accounts for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of secretary/treasurer of an Association as may be required by the Board of Directors or the president.

VI.

FISCAL MANAGEMENT

A. 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:

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. Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. 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. CAPITAL SURPLUS for

1. Deferred maintenance, which shall include

funds for maintenance items that occur less frequently than annually.

2. Replacements, which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

3. 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.

2. BUDGET. The Board of Directors shall propose and the Association shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. Deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Replacements, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

e. Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting at which the budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a

copy of the amended budget shall be furnished to each member.

3. ASSESSMENTS. Assessments against the unit owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required for each unit owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments were made, or thirty (30) days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

4. ASSESSMENTS FOR CHARGES. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for

common expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

5. ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice is given to unit owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6. DEPOSITORY. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from those accounts shall be only by checks signed by such persons as are authorized by the directors.

7. AUDIT. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

8. BONDS. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of those bonds and the sureties shall be determined by the directors. The premiums on the bonds shall be paid by the Association.

#### VII.

##### EMPLOYEES

A. The Board of Directors may employ the services of employees and agents as they shall determine appropriate to actively care for the condominium property with such powers



and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such employees shall serve at the pleasure of the board.

VIII.

POWER TO CONTRACT

A. The Association shall have such power to contract as is designated in the Florida Statute 718, Condominium Act.

IX.

AMENDMENTS

A. AMENDMENTS. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

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.

2. ADOPTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. By not less than 80% of the votes of the entire membership of the Association; or

c. Until a majority of the directors are elected by members other than the Developer of the condominium, only by all of the directors.

X.

REGULATIONS

A. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions

upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to insure the enjoyment of all unit owners and to prevent unreasonable interference of the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these By-Laws.

The foregoing were adopted as the By-Laws of HERITAGE PINES CONDOMINIUM ASSOCIATION, INC., a Corporation Not for Profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 2nd day of October, 1980.

*Joseph E. Duennes*  
Secretary/Treasurer

APPROVED:  
*Frank G. Baker*  
President

ESTIMATED OPERATING BUDGET

UNIT ESTIMATED EXPENSE	<u>Monthly</u>	<u>Annually</u>
Per Unit	\$18.35	\$227.45

The unit owner shall be responsible for the expenses of, among other:

1. Air handling equipment for space cooling and hearing.
2. Service equipment such as dishwasher, laundry, refrigerator, oven and stove, and water heater.
3. Interior fixtures such as plumbing and electrical.
4. Floor covering.
5. Inside paint and other inside wall finishes.
6. Insurance covering contents and personal belongings within own unit.
7. Personal telephone, water, sewer and electricity used in own unit.
8. Pest control for own unit.
9. Real estate tax on own unit.

HERITAGE PINES CONDOMINIUM ASSOCIATION  
ANNUAL ESTIMATED OPERATING BUDGET

<u>Item</u>	<u>Monthly</u>	<u>Annually</u>
INSURANCE (\$3.2 million building/\$1 million liability)	\$ 554.17	\$ 6,650.00
FLOOD INSURANCE	\$ 160.00	\$ 1,920.00
LAWN MAINTENANCE, REPAIRS AND SUPPLIES	\$1,000.00	\$12,000.00
RUBBISH REMOVAL	\$ 512.00	\$ 6,144.00
MANAGEMENT AND ACCOUNTING	\$ 100.00	\$ 1,200.00
RESERVES	\$ 100.00	\$ 1,200.00
MONTHLY MAINTENANCE FEE INCLUDING RESERVES ESTIMATED TO BE \$75.00 PER UNIT (128 Units)		
TOTAL: (128 Units)	\$2,426.17	\$29,114.00

EXHIBIT "D"

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EXHIBIT "E"

AGREEMENT FOR SALE

HERITAGE PINES, Apartment \_\_\_\_\_  
A CONDOMINIUM Purchaser \_\_\_\_\_  
BRADENTON, FLORIDA \_\_\_\_\_  
address \_\_\_\_\_

Price \$ \_\_\_\_\_

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS  
CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER.  
FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO  
THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA  
STATUTES SECTION 71U.503' TO BE FURNISHED BY A DEVELOPER  
TO A BUYER OF LESSEE.

PURCHASE AGREEMENT

\_\_\_\_\_  
(Date)

The undersigned, Purchaser, with the execution of this  
instrument, pays the sum of \$ \_\_\_\_\_ to \_\_\_\_\_  
as earnest money to evidence the good faith of Purchaser, and  
by this instrument offers to purchase from \_\_\_\_\_  
Developer, the following property in Manatee County, Florida:

Apartment \_\_\_\_\_ of HERITAGE PINES, a  
condominium, according to the Declaration of  
Condominium recorded in official book \_\_\_\_\_  
page \_\_\_\_\_ of the Public Records of Manatee  
County, Florida, a copy of which has been  
delivered to Purchaser, together with all  
of the appurtenances to that apartment,  
including the payment of a \_\_\_\_\_ share  
of the common expenses.

HERITAGE PINES is located at Bradenton, Florida,  
upon the following land:

Commence at the SW corner of the SE 1/4  
of the SW 1/4 of Section 6, Township 35  
South, Range 17 East, thence North 130.28  
feet for the Point of Beginning; thence  
continue North 1189.69 feet; thence  
South 89°54'00" East 661.20 feet; thence  
South 00°03'13" East 1137.84 feet; thence  
South 85°37'20" West 664.20 feet to the  
P.O.B.. The above lying and being in  
Section 6, Township 35 South, Range 17  
East, Manatee County, Florida.

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THIS CONTRACT IS FOR THE TRANSFER OF AN APARTMENT SUBJECT TO A LEASE THAT EXPIRES \_\_\_\_\_, AND THE LESSEE'S INTEREST WILL TERMINATE UPON EXPIRATION OF THE LEASE.

PRICE AND TERMS:

Cash Deposit	\$ _____
Additional Cash Deposit (to be paid by _____, 19__)	\$ _____
Cash on Closing	\$ _____
Existing Mortgage to be assumed	\$ _____
New Mortgage	\$ _____
TOTAL	\$ _____

CLOSING. Closing shall take place on or before \_\_\_\_\_. At the time of closing, Buyer shall pay the balance of the purchase price and Seller shall deliver to Buyer a good and sufficient warranty deed conveying to Buyer a good marketable title to said condominium unit, subject to: the provisions of the Declaration of Condominium and comdominium plat, and the Articles of Incorporation and Bylaws of the Condominium Association, all of which are recorded in the Public Records of Manatee County, Florida at \_\_\_\_\_ page \_\_\_\_\_, and any amendments thereto; real estate and tangible personal property taxes assessed against said property for the then current year which shall be prorated as of the closing date; and zoning regulations and restrictions of record. This transaction shall be closed at \_\_\_\_\_ within the time provided hereinabove. Possession of the condominium unit shall be delivered to Buyer immediately upon closing. The real estate taxes applicable to said unit shall be determined by dividing the net anticipated taxes for the year for the entire property by 128 units, which sum shall then be prorated to the date of closing.

TITLE INSURANCE. Prior to closing, Seller shall deliver to Buyer a title insurance binder evidencing a good title in Seller to said condominium unit subject only as above stated and to standard ALTA title insurance exceptions. After closing, Seller shall deliver to Buyer a title insurance policy insuring a good title in Buyer to said condominium unit subject only as above stated and to standard ALTA title insurance exceptions.

CLOSING COSTS. Buyer's only closing expense shall be the cost of recording his deed and the cost of obtaining his mortgage, if any. Seller shall pay for the documentary stamps and surtax on the deed and the cost of the title insurance policy.

DEFAULT. In the event it should become necessary for Seller to retain the services of an attorney to enforce the provisions of this agreement, Buyer agrees to pay the cost of any legal proceedings and reasonable attorney's fees, including appellate proceedings, in addition to all other damages sustained by Seller. In the event Buyer defaults hereunder, Seller may retain all monies deposited as liquidated damages for such default and may assert its other legal and equitable remedies including the right to specific performance. In the event Seller defaults hereunder, Buyer shall be entitled to a return of all deposits with interest thereon at the highest rate paid by commercial banks, in Manatee County on regular passbook savings accounts, in lieu of all other

damages or remedies hereunder and this agreement shall terminate and Seller shall be released from all further liability to Buyer.

**WARRANTIES & REPRESENTATIONS.** Buyer acknowledges and agrees that no representations or warranties have been made to him by Seller or its agents or anyone acting for or on behalf of Seller other than as specified in this agreement, or in the offering circular or floor plan of the unit, and that none shall be implied or have been relied upon by Buyer in the execution of this agreement.

**RISK OF LOSS.** Prior to the closing of this transaction, Seller shall assume all risk of loss by reason of fire, windstorm, or other casualty.

**CONDOMINIUM DOCUMENTS.** THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

**ASSIGNMENT.** This agreement is personal to Buyer and shall not be assignable by Buyer. Seller reserves the right to assign its rights hereunder to a mortgage lender as additional security.

**MISCELLANEOUS.** It is understood and agreed that time is of the essence of this agreement and that this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and shall be construed under the laws of the State of Florida. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

As to Buyer

BUYER

\_\_\_\_\_

By \_\_\_\_\_  
Developer

As to Seller

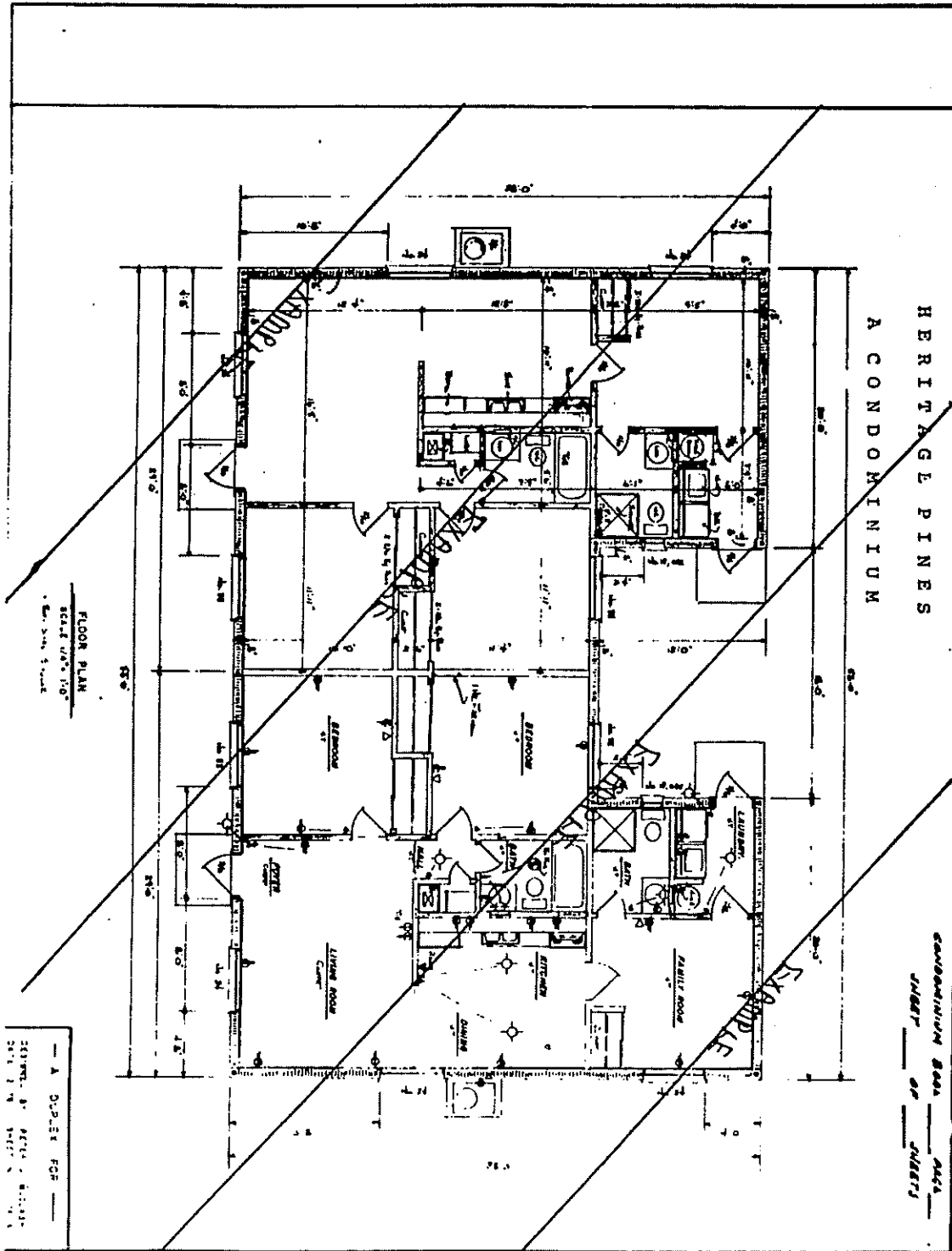


EXHIBIT "F"

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EXHIBIT "G"  
RECEIPT FOR CONDOMINIUM DOCUMENTS  
OF  
HERITAGE PINES, A CONDOMINIUM

The undersigned acknowledges receipt of the items, checked below, as required by the Condominium Act, relating to HERITAGE PINES, a Condominium, physically located at 78th & 79th Streets at their intersection with 41st & 43rd Avenues, Bradenton, Florida. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

ITEM	RECEIVED
Prospectus	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Covenants and Restrictions	
Ground Lease	
Management and Maintenance Contracts for more than one year	
Renewable Management Contracts	
Lease of Recreational and other facilities to be used exclusively by unit owners of subject condominiums	
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTIONS TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this \_\_\_\_ day of \_\_\_\_\_, 1980.

\_\_\_\_\_  
Purchaser or Lessee

\_\_\_\_\_  
Purchaser or Lessee



EXHIBIT "H"

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EXHIBIT "H-1"

Page Seventy-five

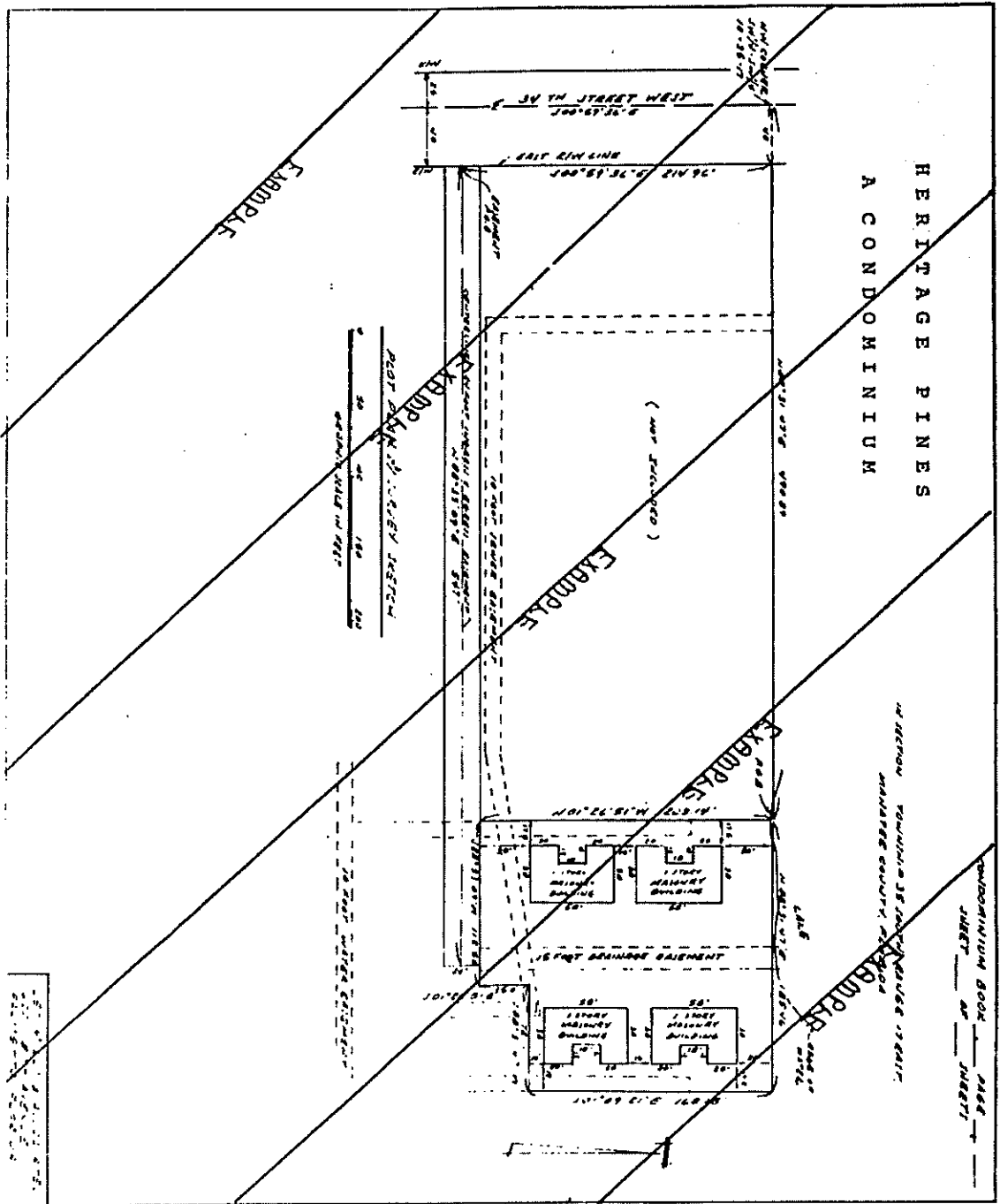


EXHIBIT "H-2"

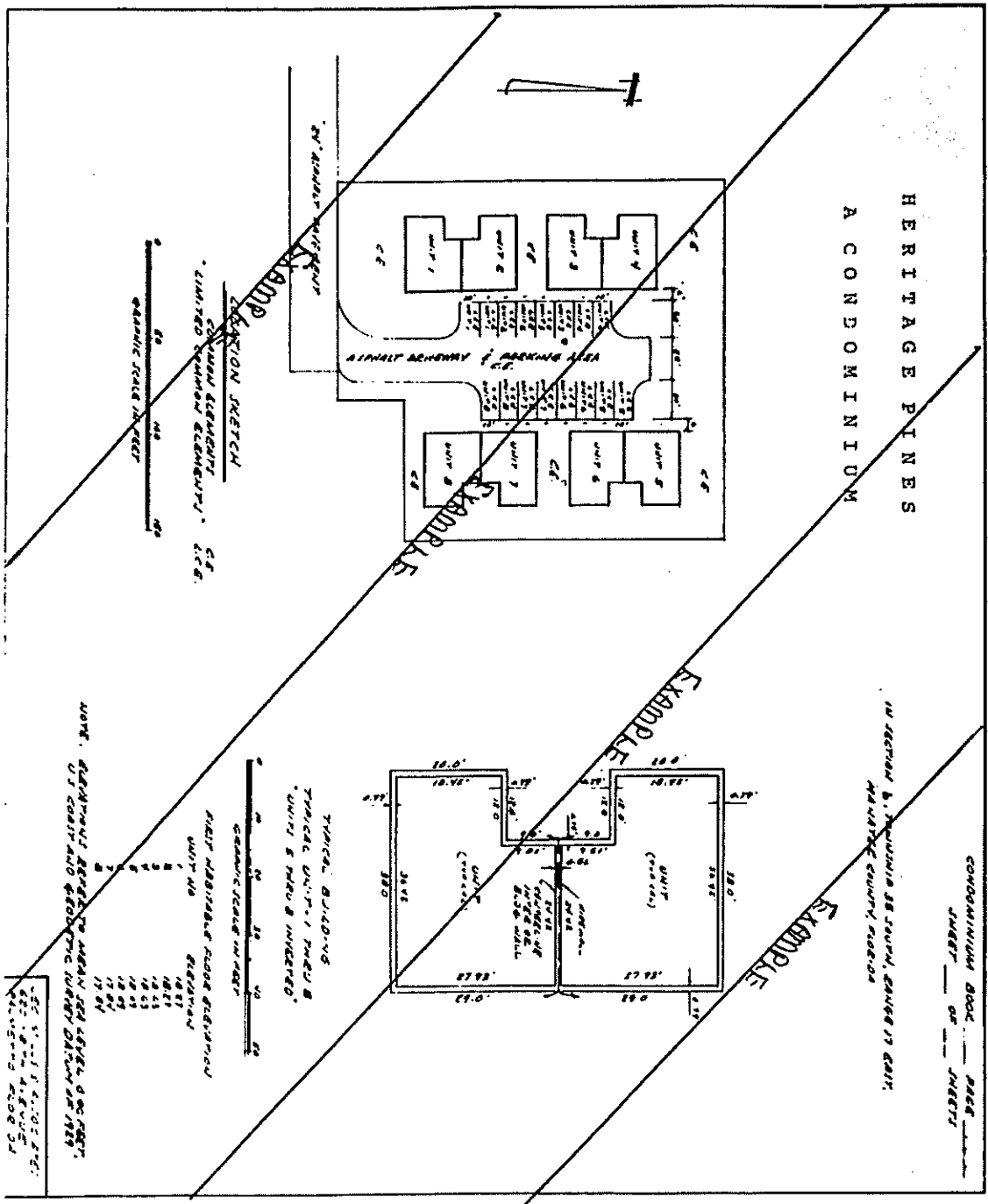


EXHIBIT "H-3"

JOINDER OF MORTGAGE

INTER CITY NATIONAL BANK, herein called the Mortgagee,  
the owner and holder of a mortgage upon the following land located  
in Manatee County, Florida, to wit:

Commence at the SW corner of the SE  
1/4 of the SW 1/4 of Section 6, Township  
35 South, Range 17 East, thence North  
130.28 feet for the Point of Beginning;  
thence continue North 1189.69 feet;  
thence South 89°54'00" East 661.20  
feet; thence South 00°03'13" East  
1137.84 feet; thence South 85°37'20"  
West 664.20 feet to the P.O.B..  
The above lying and being in Section  
6, Township 35 South, Range 17 East,  
Manatee County, Florida,

which mortgage is dated December 7, 1978, and is recorded in  
Official Record Book 927, page 1595, and mortgage dated \_\_\_\_\_  
Oct. 14, 1980, and recorded in Official Record Book 992, page 2802,  
of the Public Records of Manatee County, Florida, joins in the  
making of the foregoing Declaration of Condominium, and the mortgagee  
agrees that the lien of the mortgage shall be upon the following  
described property in Manatee County, Florida, to wit:

All of the units of HERITAGE PINES, A  
CONDOMINIUM, according to the Declaration  
of Condominium,

together with all the appurtenances to the units including but not  
limited to all the undivided shares in the common elements.

Signed, sealed and delivered  
in the presence of:

William J. Lutz  
Matthew F. Cali

INTER CITY NATIONAL BANK

By AL SCHMACKER  
as AL SCHMACKER  
PRESIDENT

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State aforesaid and in the County aforesaid to take  
acknowledgements, personally appeared AL SCHMACKER as  
PRESIDENT of INTER CITY NATIONAL BANK, to me known to be  
the person described in and who executed the foregoing instrument and  
he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last  
aforesaid this 17 day of October, 1980.

William J. Lutz  
NOTARY PUBLIC

Notary Public, State of Florida at Large  
My Commission Expires May 26, 1981

My Commission Expires:

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# HERITAGE PINES CONDOMINIUM

IN SECTION 5, TOWNSHIP 22 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONDOMINIUM BOOK 11 PAGE 31  
 SHEET 1 OF 27 SHEETS  
 EXHIBIT TO DECLARATION AS RECORDED IN D.E. BOOK 223 PAGE 294 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

**DESCRIPTION**

CONDOMINIUM UNIT No. 1, HERITAGE PINES SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK NO. 20, PAGE 28, 29 & 30 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

**DEFINITION OF A UNIT**

Each UNIT shall include that part of the building comprising the UNIT that lies within the boundaries of the UNIT, which boundaries are as follows:

1. The horizontal boundaries of the UNIT, which boundaries are as follows:
  - a. The horizontal boundary between the UNIT and the adjacent building.
  - b. The horizontal boundary between the UNIT and the adjacent common area.
2. The vertical boundaries of the UNIT, which boundaries are as follows:
  - a. The vertical boundary between the UNIT and the adjacent building.
  - b. The vertical boundary between the UNIT and the adjacent common area.
3. The horizontal and vertical boundaries of the UNIT shall be determined by the intersection of the horizontal and vertical lines of the building and the common area.
4. The horizontal and vertical boundaries of the UNIT shall be determined by the intersection of the horizontal and vertical lines of the building and the common area.
5. The horizontal and vertical boundaries of the UNIT shall be determined by the intersection of the horizontal and vertical lines of the building and the common area.

**SUBDIVISION CERTIFICATE**

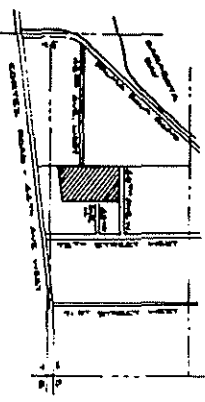
The undersigned, the undersigned being duly qualified and authorized to practice in the State of Florida, do hereby certify that the above described building is a condominium project as defined in the Florida Condominium Act, Chapter 718, Florida Statutes, and that the units and locations and approximate location and approximate dimensions of the common elements and of each unit can be determined from these materials.

DATE: March 3, 1980



4" = 10' 0"

Graphic scale in feet



LOCATION MAP

*Leo Miller*

LEO MILLER  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 1278

LEO MILLER & ASSOCIATES  
 400 N. 7th Avenue  
 TAMPA, FLORIDA

NOTE:  
 \* CONSTRUCTION OF THE CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

• 772871

HERITAGE PINES, A CONDOMINIUM

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIAL.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

For Condominium Plot Plan See Condominium Book 11 Page 37 thru 43 incl.

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SUMMARY

THE CONDOMINIUM IS A FEE SIMPLE CONDOMINIUM

THE CONDOMINIUM WILL NOT CONTAIN ANY TIME-SHARING ESTATES, RECREATIONAL CENTERS, SWIMMING POOL, NOR WILL ANY SPECIAL MEMBERSHIP BE REQUIRED IN ANY CLUB OR FACILITY IN ORDER TO PURCHASE A CONDOMINIUM UNIT.

THE DEVELOPER WILL MAINTAIN LAWNS AND EXTERIORS AT NO COST TO UNIT OWNERS FOR A PERIOD OF 12 MONTHS AFTER COMPLETION OF THE LAST CONDOMINIUM UNIT. AT THAT TIME THE RESERVE FUNDS AND THE ASSOCIATION WILL BE TURNED OVER TO THE PROPERTY OWNERS AND THE PROPERTY OWNERS WILL SELECT AND CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM.

THE DEVELOPER WILL MAINTAIN CONTROL OF THE ASSOCIATION FOR ONE (1) YEAR AFTER THE LAST UNIT IS COMPLETED AND WILL BE RESPONSIBLE FOR MANAGEMENT AND MAINTENANCE AT NO COST TO THE CONDOMINIUM OWNERS.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

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Exhibit 1, Copy of Estimated Operating Budget attached

PROSPECTUS (OFFERING CIRCULAR)

FS718.504(4)

Name: HERITAGE PINES, A CONDOMINIUM

Location: 78th & 79th Streets at their intersection with  
41st and 43rd Avenues, Bradenton, Manatee County, Florida 33529.

FS718.504(4)(b) Description of condominium property as  
follows:

The condominium will include sixty-four (64) apartment  
buildings consisting of one (1) floor. Each building contains two  
(2) owner's units. Each of the units will contain three (3) bedrooms  
and two (2) bathrooms or two (2) bedrooms and two (2) bathrooms. The  
condominium will contain a total of one hundred twenty-eight (128)  
units.

A copy of the plot plan of the condominium is located on  
page 76 of the condominium documents and a copy of the survey is  
located on Page 74 through 77 of the condominium documents.

The estimated latest date of completion of the condominium  
is June, 1981.

It is the intention of the Developer to create a minimum  
maintenance condominium. The only functions of the Condominium  
Association will be to maintain the lawns, landscaping and common  
elements of the exteriors of the buildings as outlined on Page 10  
of the condominium documents.

FS718.504(5)

THE CONDOMINIUM IS A FEE SIMPLE CONDOMINIUM.

FS718.504(6)

Not applicable.

FS718.504(7)

Not applicable.

FS718.504(8)

Not applicable.

FS718.504(9)

Not applicable.

FS718.504(10)

Not applicable.

FS718.504(11)

The Developer will maintain lawns and exteriors at no cost to the unit owners for a period of twelve (12) months after completion of the last condominium unit. At that time the reserve funds and the Association will be turned over to the property owners and the property owners will select and contract for the management of the condominium.

FS718.504(12)

THE DEVELOPER WILL MAINTAIN CONTROL OF THE ASSOCIATION FOR ONE (1) YEAR AFTER THE LAST UNIT IS COMPLETED AND WILL BE RESPONSIBLE FOR MANAGEMENT AND MAINTENANCE AT NO COST TO THE CONDOMINIUM OWNERS.

FS718.504(13)

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

The restrictions are found on Page 38 of the condominium documents.

FS718.504(14)

Not applicable.

FS718.504(15)

Not applicable.

FS718.504(16)

Each of the units shall be occupied only by one (1) family,

**O.R. 993 PG 228**

Page Two

LAW OFFICES

SCHULTZ & LUTZ

1101 9th AVENUE WEST  
POST OFFICE BOX 620

BRADENTON, FLORIDA 33506

its servants and guests as a residence and for no other purpose. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by the occupants. Use Restrictions are found on Page 36 of the condominium documents.

FS718.504(17)

Not applicable.

FS718.504(18)

The sewer and water will be maintained by the Manatee County Utility Authority. The storm drainage is completed in accordance with Manatee County regulations and will be maintained by the County.

FS718.504(19)

Each condominium unit's percentage ownership was determined by multiplying a fraction (of which the numerator is one (1) and the denominator is the total number of units in the condominium, i.e. 128) times the total number of units, i.e. 128, equalling 100%. The common expenses were apportioned among the units according to each unit's percentage ownership of the common elements.

FS718.504(20)

A copy of the estimated operating budget is attached to this Prospectus (offering circular) as Exhibit 1.

FS718.504(21)

The Developer will pay all closing costs and furnish title policies in the amount of the sale to all condominium owners at the Developer's expense.

FS718.504(22)

The Developer is Hidden Pines, Inc., a Florida corporation, organized in 1974 and involved in the development of Florida real estate since that time. Richard G. Gremley, president of the corporation, is a member of the Florida Bar, the Illinois Bar, and

is an Illinois registered land surveyor. Mr. Gremley has been involved in the development of real estate for over thirty (30) years.

FS718.504(23)

The copies of the following are included herein as Exhibits:

- (a) Declaration of Condominium
- (b) Articles of Incorporation and Certificate of Incorporation of Heritage Pines Condominium Association, Inc.
- (c) By-Laws of the Association
- (d) Not applicable.
- (e) Not applicable.
- (f) Estimated operating budget and schedule of unit owners' expenses.
- (g) Copy of the floor plans
- (h) Not applicable.
- (i) Not applicable.
- (j) Not applicable.
- (k) Not applicable.
- (l) Not applicable.
- (m) Not applicable.
- (n) Agreement for Sale of units
- (o) Agreement for escrow of payments made to the Developer prior to closing (included in Agreement for Sale)
- (p) Not applicable.

ESTIMATED OPERATING BUDGET

UNIT ESTIMATED EXPENSE	<u>Monthly</u>	<u>Annually</u>
Per Unit	\$18.35	\$227.45

The unit owner shall be responsible for the expenses of, among other:

1. Air handling equipment for space cooling and heating.
2. Service equipment such as dishwasher, laundry, refrigerator, oven and stove, and water heater.
3. Interior fixtures such as plumbing and electrical.
4. Floor covering.
5. Inside paint and other inside wall finishes.
6. Insurance covering contents and personal belongings within own unit.
7. Personal telephone, water, sewer and electricity used in own unit.
8. Pest control for own unit.
9. Real estate tax on own unit.

HERITAGE PINES CONDOMINIUM ASSOCIATION  
ANNUAL ESTIMATED OPERATING BUDGET

<u>Item</u>	<u>Monthly</u>	<u>Annually</u>
INSURANCE (\$3.2 million building/\$1 million liability)	\$ 554.17	\$ 6,650.00
FLOOD INSURANCE	\$ 160.00	\$ 1,920.00
LAWN MAINTENANCE, REPAIRS AND SUPPLIES	\$1,000.00	\$12,000.00
RUBBISH REMOVEL	\$ 512.00	\$ 6,144.00
MANAGEMENT AND ACCOUNTING	\$ 100.00	\$ 1,200.00
RESERVES	\$ 100.00	\$ 1,200.00
MONTHLY MAINTENANCE FEE INCLUDING RESERVES ESTIMATED TO BE \$75.00 PER UNIT (128 Units)		
TOTAL: (128 Units)	\$2,426.17	\$29,114.00

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# VITAGE PINES CONDOMINIUM

SECTION 16, TOWNSHIP 28 NORTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

## ROOFS

40th A.W.

40th AVENUE WEST

