

AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS AND CONDITIONS

FOR

WEST RIDGE OF SEMINOLE

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS AND CONDITIONS FOR THE WEST RIDGE OF SEMINOLE is made this 16 day of April, 2014.

WITNESSETH:

WHEREAS, CAPSTONE PROPERTY DEVELOPMENT, LLC, a Florida limited liability company (hereinafter "Declarant") executed that certain Declaration of Restrictions, Covenants, Easements and Conditions dated November 17, 2006, and recorded in Official Record Book 15514, Page 196 of the Public Records of Pinellas County, Florida (the "Original Declaration"); and

WHEREAS, CAPSTONE PROPERTY DEVELOPMENT, LLC, assigned its rights and powers under that Original Declaration to GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES pursuant to that Non-Exclusive Assignment of Declarant Rights dated January 30, 2014, and GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES is also hereby explicitly granted all rights and powers assigned to the Declarant or Developer in this Declaration, the Bylaws, and Articles of Incorporation; and

WHEREAS, the Association wishes to further amend and restate the Original Declaration in furtherance of the development plan of WEST RIDGE OF SEMINOLE (hereinafter the "Development"), for the purpose of enhancing and protecting the value, desirability and attractiveness of West Ridge of Seminole; and

WHEREAS, this Amended and Restated Declaration was duly approved at a Special Member Meeting in the manner required herein;

NOW, THEREFORE, all of the properties described in the Original Declaration and such additions thereto as may hereafter be made pursuant to Paragraph 11.4 of this Declaration are and shall be subject to the following easements, restrictions, covenants, conditions, equitable servitudes, liens and charges herein contained, and which shall run with the real property, and be binding on all parties having any right, title or interest in such property or properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and may be enforced by any Unit Owner, his heirs, personal representatives, successors and assigns, by the Association, or by the Declarant, its successors and assigns, so long as it owns any interest in any portion of the properties.

ARTICLE I
DEFINITIONS

The following words when used herein shall have the following meanings:

- 1.1 "Architectural Committee" shall mean and refer to a standing committee of the Association, as defined below.
- 1.2 "Articles" shall mean the Articles of Incorporation for West Ridge of Seminole H.O.A., Inc. A copy of the Articles is attached hereto as Exhibit "B" and by this reference made a part hereof.
- 1.3 "Association" shall mean and refer to West Ridge of Seminole H.O.A., Inc., a Florida not-for-profit corporation, its successors and assigns, with membership there in being limited to and required of Unit Owners, as defined below.
- 1.4 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
- 1.5 "By-Laws" shall mean the By-Laws of the Association. A copy of the By-Laws is attached here to as Exhibit "C" and by this reference made a part hereof.
- 1.6 "Common Area" or "Common Areas" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Unit Owners.
- 1.7 "Declarant" shall mean and refer to CAPSTONE PROPERTY DEVELOPMENT, LLC, a Florida limited liability company, its successors and assigns.
- 1.8 "Declaration" mends this instruments, together with any and all exhibits hereto, as it/they may be supplemented and/or amended from time to time.
- 1.9 "Developer" shall mean and refer to CAPSTONE PROPERTY DEVELOPMENT, LLC, a Florida limited liability company, its successors and assigns.
- 1.10 "First Mortgage" means any mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.
- 1.11 "Lot" shall mean and refer to any parcel of real property within the Development conveyed by the Developer or successor Declarant to a person or entity other than the Association.
- 1.12 "Member" shall mean a member of the Association pursuant to the Articles and By-Laws.
- 1.13 "Mortgage" shall mean and refer to a mortgage lien placed on a Lot and/or Residential unit.
- 1.14 "Mortgagee" shall mean and refer to the holder of a Mortgage. Mortgagee shall also mean the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.
- 1.15 "Mortgagor" shall mean and refer to a Person who has granted a Mortgage on a Lot and/or Residential unit.

- 1.16 "Owner" or "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Development, but excluding those having any interest merely as security for the performance of an obligation.
- 1.17 "Person" shall mean any natural person or artificial legal entity, unless the context expressly requires otherwise.
- 1.18 "Properties" or "Project" shall mean and refer to the real property described on Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration or which is owned in fee simple by the Association.
- 1.19 "Resident" shall mean any person residing within a Unit.
- 1.20 "Surface Water Management Systems Facilities" shall mean and shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and retention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.
- 1.21 "Unit" or "Residential Unit" shall mean and refer to any residential structure located on a Lot. The ownership of a Lot and of the Residential unit constructed thereon shall not be separated. Any reference in this Declaration to a Residential unit or Unit shall mean and include the Lot, unless the context requires otherwise.

ARTICLE II

PROPERTY RIGHTS

- 2.1 Title and Rights: Each Unit Owner shall have all the rights and title of a fee simple owner of real property with respect to any Unit owned and to any Lot upon which such Unit sits and may exercise full proprietary interest therein subject only to the covenants, conditions and restrictions contained herein and any other conditions voluntarily contracted, including all easements, reciprocal easement agreements, amendments and supplements to this Declaration, as well as provisions of the Association's Articles and By-Laws.
- 2.2 Common Area rights. Declarant may retain legal title to the Common Areas until the conveyance of the last Unit in the Project, at which time it shall be conveyed to the Association. Declarant may convey the Common Areas to the Association at any earlier date as declarant may determine. Every Unit Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:
- The right of the Association to charge reasonable fees for the use, safety and maintenance of the Common Areas and to impose reasonable limits upon the number of guests who may use the Common Areas or any facilities constructed thereon;

- b. The right of the Association to suspend the use rights to any recreational or other facilities constructed or to be constructed on the Common Areas of any unit Owner who is in violation of this Declaration or the rules and regulations of the Association;
- c. The right of the Declarant of the Association to grant easements in and to the Common Areas for utility and cable television services and other public uses which benefit the Development as a whole;
- d. The right of the Association in accordance with its Articles, By-Laws, and this Declaration, with the vote or written consent of two-thirds (2/3) of the voting Members, to borrow money for the purpose of improving the Common Areas of acquiring additional Common Areas or for constructing, repairing, or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the common Areas, provided, further, that the lien and encumbrance of any such mortgage shall be subordinate to the rights of any Unit Owner under this Declaration; and
- e. The right of the Association to dedicate, transfer or convey all or any portion of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.

2.3 Easements. Easements are expressly provided for and reserved in favor of the Developer, the Association, the Owners, their successors or assigns, their lessees, their guests and invitees, as follows:

- a. Drainage and Utilities. Easements are reserved through the Development as may be required for drainage and utility services in order to serve the Development.
- b. Encroachments. In the event that any Unit shall encroach upon any of the Common Areas or upon any other Unit for any reason other than the intentional or negligent act of the Owner, or in the event any Common Areas shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.
- c. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, courtyards, roadways, and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Areas as may from time to time be paved or otherwise intended for purposed of ingress, egress, and access to the public ways and for such other purposes as are commensurate with need; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the common Areas except to the extent that space may be specifically designated and assigned for parking purposes.

- d. Water Sprinkler System and Television Antenna System. A blanket easement over the Common Areas is hereby reserved for the installation and maintenance of water sprinkler systems and television antenna systems, if such system(s) is (are) installed.
- e. Violation. No structure, shrubbery, trees, or any other thing may be placed or permitted to remain within the easements set forth herein unless the Declarant or the Association consents thereto in writing. All such easements shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors shall also be open and accessible to the Declarant, its successors and assigns, and the Association all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements are created and reserved.
- 2.4 All Rights and Easements, Appurtenances. The benefit of all rights and easements granted by this Declaration constitutes a permanent appurtenance to and shall pass with the title to every Unit enjoying such benefit. Whenever any such right or easement is described as non-exclusive, same shall be applicable to all Units granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons and/or entities.
- 2.5 Guests and Invitees. Each Unit Owner, subject to the restrictions of the By-Laws, may reasonably delegate his right to use and enjoy the Common Areas to family members, tenants, social and business invitees.

ARTICLE III

MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

- 3.1 Membership. Every Person who is a record owner of a fee or undivided fee interest in a Unit shall be a member of the Association. The foregoing provision is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall not be assignable, except to the successors in title or interest of the unit Owner, and the membership of a Unit Owner shall be appurtenant to and may not be separated from his Unit. Membership in the Association shall be transferred automatically by conveyance of title of that Unit. A Unit Owner of more than one (1) Unit is entitled to one (1) membership for each Unit owned. No person other than a Unit Owner may be a member of the Association.
- 3.2 Voting Membership.

This Association shall have two classes of voting membership:

Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article V hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those

persons determine among themselves and advise the Secretary of this Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

The Class "B" Member shall be GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES. The Class "B" Member shall have three (3) votes for each Lot which it owns until the end of the Class "B" Control Period, as hereafter defined.

Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under the Declaration and this Association's By-Laws, are specified in the Declaration and the By-Laws.

The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors of this Association during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of this Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under Article IV of the By-Laws.

The Class "B" Control Period shall commence with the execution of the Declaration and expire upon the first to occur of the following:

- a. within three (3) months after ninety (90%) percent of the Lots in all phases of WEST RIDGE OF SEMINOLE that will ultimately be operated by the Association have been conveyed to Owners other than GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale.
- b. five (5) years after the date the Declaration is recorded in the public records in the county where the Property is situated; or
- c. when, in its discretion, the Class "B" Member so determines.

ARTICLE IV RESTRICTIONS

4.1 Use of Lots.

- a. Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior of such Lot if a master

UNCC

television and radio antenna system or cable system is available or becomes available to such Lot; provided, nevertheless, satellite or microwave antennas for television reception having a diameter not greater than eighteen (18) inches are permitted, further provided that they are completely screened from view and cannot be seen from the front of the Lot, and if possible, screened so they are not visible from adjacent Homes, and further provided that they have received the approval of the Architectural Control Committee as to their location and color prior to such installation. Such antennas are not to be installed on the roof and to the extent approved, may be installed on the building structure itself with any stucco cracking to be the responsibility of the owner, again as shall be approved by the Architectural Control Committee. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

- b. Land Use and Building Type. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed height as authorized by zoning, governmental approvals or other regulations, applicable to said Lot. All dwellings must have a heated area of at least 2,400 square feet. All Lots must have a minimum of a two-car garage. Carports are not permitted. Any further additional improvements must be approved in writing by the ACC (hereafter defined) prior to commencement of construction.
- c. Commercial Use/Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes that require the ingress and egress of the general public or excessive deliveries of vendors. Each Owner shall refrain from any act or use of a Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood or any other Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities shall not be pursued or undertaken on any Lot or upon any Common Areas. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Parcel which will increase the rate of insurance to be paid by the Association. No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of any surrounding Property.
- d. Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure such as but not limited to, storage shed, basketball goal (either temporary or permanent type), baseball or tennis pitching machines, nets or batting cages, trampolines, statues, hanging swings, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at
- Y

any time, or used on any Lot at any time as a residence, either temporarily or permanently, except as otherwise expressly authorized herein. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground only if enclosed on all sides by landscaping or a decorative wall approved by the Architectural Control Committee hereinafter referred to prior to installation. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved in writing by the Architectural Control Committee and shall be approved in writing prior to installation.

- e. Damage to Buildings. In the event a dwelling unit located on a Lot is damaged, through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.
- f. Commercial Trucks, Trailers, Campers and Boats. No trucks in excess of three-quarters (3/4) ton, vehicles containing commercial lettering, vehicles including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot at any time, except only during the periods of approved construction on said Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited as long as there is no commercial lettering, logo or equipment contained in or on such vehicle with the exception of City, County or State law enforcement vehicles.
- g. Fences/Walls/Screens. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its assignee, or except any fence approved by the Architectural Control Committee prior to installation. No chain link fencing of any kind shall be permitted. All screening and screened enclosures shall have the prior written approval of the Architectural Control Committee.
- h. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided,

however, that the requirements from time to time of the applicable City or County for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material, such as but not limited to trash containers or plastic bags, shall be kept in a clean and sanitary condition, and shall be shielded from the view of adjacent properties and streets and always be stored out of public view except after 6:00 p.m. on the evening prior to and on the day of garbage and trash pick-up days including, but not limited to, recycling pick-up items.

- i. Drying Areas. There shall be no outside drying areas for clothing, laundry, or wash so as to be visible outside the Home.
- j. Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed and any unlawful activities shall be reported to the local law enforcement department when observed.
- k. Window: Air-Conditioners. Within thirty (30) days of purchase, a Lot Owner shall install tasteful drapes, curtains, blinds or other tasteful window treatment. No security bars shall be placed on the windows of any home without the prior written approval of the Architectural Control Committee. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Architectural Control Committee. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Architectural Control Committee. The Lot Owner is responsible for caulking or re-caulking all windows to insure water tightness. The Lot Owner is also responsible for the maintenance of window treatments, such as but not limited to, tasteful drapes, curtains or window blinds. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering. A Lot Owner may not install window, or through-the-wall, or on the roof, air-conditioning unit(s) or exhaust fan or any other type of fan at any time without the written approval of the Architectural Control Committee, which approval can be granted or withheld in its reasonable discretion.
- l. Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, subject to notice and hearing as required by law, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. This assessment shall be considered the same as specific assessments and may be enforced in the same manner, including filing and foreclosure of lien on the Property by the Association.

- U
N
C
- m. Mailboxes. The Board of Directors, from time to time may regulate the type, or location, of individual mailboxes. To the extent there are individual mailboxes, the costs of installation, maintenance, repair and replacement shall be that of the individual Owner using the mailbox. In the event the Developer or the Association shall ever create mailbox facilities that are consolidated, and serving multiple Owners, then in such event the cost of installation, maintenance, repair and replacement shall be that of the Association.
- n. Wells and Septic Tanks. Except as may be installed by Developer and except for irrigation wells which may be installed by the Developer, no individual wells will be permitted on any Lot without written permission from the Board. The Board may promulgate standards regarding such wells. No individual septic tank will be permitted on any Lot.
- o. Swimming and Boating. Swimming will not be permitted in any waterbody within the common areas of the Association. No boating (including but not limited to canoes, kayaks, jet skis, gas or electric boats, or sailboats) on any lakes and waterbodies within the common areas of the Association is permitted.
- p. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the Architectural Control Committee unless otherwise installed by the Developer as included with the purchase of the home. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.
- q. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved in writing by the Architectural Control Committee.
- r. Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted and approved in writing by the Architectural Control Committee prior to installation. The installation period shall commence on the Thanksgiving Holiday and shall end no later than January 15th of the following year. The ACC may establish standards for holiday lights and the ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home(s)).
- s. Garages. When each Home has its own garage, no garage shall be converted into a general living area unless specifically approved in writing by the
- D
L

Architectural Control Committee. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

t. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home or upon any of the Common Areas within the Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Home.

u. Minor's Use of Facilities. Parents or Guardians shall be responsible for all actions of their minor children at all times in and about the Community including, but not limited to Common Areas and recreational facilities. Developer and Association shall not be responsible for any use of the Association facilities or Common Areas by anyone, including minors.

v. Roadways. The Community will contain public roads.

4.2. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except a maximum of two (2) dogs and a maximum of two (2) cats. Other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association and as permitted by County ordinances, provided such animals are not kept, bred or maintained for any commercial purpose. The first Owner of a Lot may keep any domesticated dogs exceeding the maximum of two (2) dogs which he/she may own at the time of purchase; however, the maximum quantity of any preowned dogs is three (3) and a cat is two (2) and replacement of any such dog or cat and any subsequently owned dogs or cats shall be limited in number as two (2) dogs and two (2) cats. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a yard of a Home which contains an invisible fence in the front of the lot and/or other type of fencing in the rear of the lot. No pet or animal shall be "tied out" on the exterior of the Home Lot or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home Lot. All pets shall defecate only on the Owner's Home

Lot or a designated dog walk area. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of his/her pet.

4.3. Parking Rights, Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks, Common Area, or any portion of a Lot other than the driveways and garages constructed for such purpose. No vehicles, of any type, shall be allowed to be parked in the street overnight. No motor vehicle, motor home, boat or other equipment shall be parked, repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. No vehicles displaying commercial advertising shall be parked within the public view and no vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the property. For any Owner who drives an automobile issued by the County or other governmental entity, such as but not limited to police cars, such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by Developer or Builders of Homes, Common Areas, or any other Association facility. While the Developer still owns Lots for sale, or under construction on the Property, Developer shall have the right to set aside areas for its exclusive use on the Property for business and customer parking.

4.4. General Restrictions. Except as expressly provided in this Declaration or with the Association's prior written consent or in accordance with the Association's rules and regulations:

- a. Obstructions. There shall be no obstruction of the Common Area nor shall anything be kept or stored on the Common Area.
- b. Alterations. Nothing shall be altered on, constructed upon, or removed from the Common Area.
- c. Activities. No activity shall be permitted in or upon the Common Area.

4.5. Signs and Flags. No "For Sale", "For Rent" or other signage directly or indirectly identifying a property for sale, transfer, lease or conveyance or any other purpose shall be permitted on any residential property, or displayed to the public view within the property or improvements situated thereon, without the Developer's written consent while the Developer is in control of the Association, which said consent may be withheld in the Developer's sole and absolute discretion directly or through its control of the Association. It is the intent of the Developer, incident to creation of this residential community, to create a viable residential community comprised of purchasers who bought and intend to live in the premises, and accordingly it is Developer's intent purchasers for investment or

immediate sale are inconsistent with the intent and purposes of this subdivision, and the Developer, in its discretion, shall determine whether or not any signage shall be permitted while it is in control of the Association. Subsequent to the Developer's transfer of control, subject to the Association's right to reasonably approve the form or type of signage, an Owner may install a single Lot "For Sale" sign, not to exceed 2' x 2', indicating that the property is for sale or for lease, but no other signs of any kind, or pendants, flags, or other commercial displays shall be displayed to the public view within the Property except those as may be allowed upon application to and approval of the Architectural Control Committee, or used by the Developer incident to development and sales. Under no circumstances shall any type of signage be permitted to be placed in any window or door of the dwelling. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag in a respectful manner, consistent with Title 36 U.S.C. Chapter without prior written ACC approval and further upon condition that the United States flag is well maintained at all times. Decorative flags which are not larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, shall be permitted without prior written ACC approval as long as the decorative flag is removed no more than seven (7) days after the specific holiday for which it was displayed. Any other decorative flag must have written ACC approval prior to installation.

- 4.6 Waterbodies. The Board of Directors from time to time may regulate and/or prohibit any and all uses and activities in, upon and about any waterbody situated in whole or in part on the Common Area.
- 4.7 Completion and Sale of Property. No person or entity shall interfere with the completion and sale of Homes within the Community. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.
- 4.8 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any such damage or waste caused by such Owner, or by any family or household member residing on such Owner's Lot. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section. The indemnification provisions of this Section shall in no way be construed to make an Owner an insurer of the Association or the Common Area. The Association shall be responsible for insuring itself and the Common Area all in accordance with this Declaration.
- 4.9 Rules and Regulations. No Owner or other Person residing within the Property

or invitees shall violate the Association's rules and regulations for the use of the Lots or the Common Area, and all Owners and other Persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Future Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

4.10 Ownership Rights Limited to those Enumerated. No transfer of title to any Lot shall pass any rights in and to the Common Area except as expressly enumerated in this Declaration or any applicable Future Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration or applicable Future Declaration. The conveyance of the Common Area to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Common Area, notwithstanding the fact that any Lot also is shown or described as abutting the same.

4.11 Provisions Inoperative as to the Work. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer, its transferees, or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the Property owned or controlled by the Developer, or its transferees, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

- a. Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or
- b. Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or
- c. Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Property in parcels.

As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Developer hereby reserves temporary easements over, across and through the Common Area for all uses and activities necessary or convenient for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Area, or to interfere unreasonably with any use of the Common Area, from time to time authorized by the Association. Such easements shall continue so long as Developer prosecutes the Work with due diligence and until Developer no longer offers any Lot within the Property for sale or lease in the ordinary course of Developer's business.

- 4.12 Limitations Upon Use of Common Areas. No Unit Owner may plant, garden, or erect or maintain fences, hedges, walls or other improvements upon the Common Areas except those improvements installed by Declarant in connection with the construction of the project or approved in writing by the Architectural committee. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas and any facilities constructed thereon. Such rules and regulations shall be binding upon each unit owner and Resident and the Association may impose reasonable monetary fines and other sanctions for violation of said rules or regulations which may be collected by lien and foreclosure as provided for herein.
- 4.13 Access by Certain other Parties. The United States Postal Service, its successors and all other public and quasi-public agencies, departments and/or utilities furnishing any service to the Association or to any Unit within the Project, including, but not limited to, any public or private agency furnishing police, security, fire, ambulance and other emergency services to any unit within the Development or to any person within the Development, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service or services in reasonable manner over, across and through such portions of the Development as are necessary to provide such services.
- 4.18 Provisions Inoperative As To Initial Construction: Nothing contained in this Declaration shall be interpreted, construed, or applied to prevent Declarant, its transferees, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Properties owned or controlled by Declarant, or its transferees, whatever they determine to be reasonable necessary or convenient to complete construction of the Project, including:
- a. Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Declarant's business of completing the construction, establishing the Project as a residential community, and disposing of the same in parcels by sale, lease, or otherwise; or
 - b. Conducting thereon its or their business or completing construction of the Project, establishing the Project as a residential community, and disposing of the Project in parcels by sale, lease, or otherwise; or

- c. Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Project in Units.

As used in this Section, the term "its transferees" specifically does not include purchasers of Unit improved as completed residences. Declarant hereby reserves temporary easements over, across, and through the Common Areas and Units for all uses and activities necessary or convenient for completing of construction, such easements to be exercised so as not to cause any material damage to the Common Areas or units or to interfere unreasonably with any use of the Common Areas or Units. Such easements shall continue so long as Declarant prosecutes the construction with due diligence and until Declarant no longer offers any unit within the Project for sale or lease in the ordinary course of declarant's business.

ARTICLE V RIGHTS AND OBLIGATIONS FO THE ASSOCIATION

- 5.1 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including, but not limited to, the power to buy, hold, and convey real property, tangible and intangible personal property, to enter into contracts, to adopt rules and regulations for the general welfare of the Project, to penalize delinquent Members, to obtain and maintain such policies of insurance as required by this Declaration and such other policies as the board of Directors deems necessary and desirable for protection of the Association and its Members. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Associations and may segregate funds as may be needed.
- 5.2 Common Areas. Subject to the rights of the Declarant, the Developer and the Unit Owners as set forth in this Declaration the Association has exclusive management and control of the Common Areas, their improvements and vegetation and all related furnishings, fixtures, equipment and other personal property. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Areas include the management, operation, maintenance, repair, servicing, replacements and renewal of all improvements, equipment and personal property installed thereon including the surface water management system facilities by Declarant as part of the construction of the Project.
- 5.3 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Common Areas, whether such personnel are furnished or employed directly by the Association or by any person with whom the Association contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Areas or the enforcement of this Declaration, the Articles, the By-Laws, or the rules and regulations fo the Association. The Association may contract with others to furnish trash collection, lawn care and any other services or materials or both to all Units or to any group of Units; provided, however, if such services or materials, or both, are furnished to less than all

Units, only those Units enjoying the benefit thereof shall be assessed for the cost thereof and each Unit Owner's prior consent shall be required.

- 5.4 Utilities. The Association shall obtain all water, sewer, gas, electric services and refuse collections for the Common Areas.
- 5.5 Easements. The Association may grant easements when necessary for utilities and sewer services over the Common Areas and any portion thereof to serve the Development and/or any portion thereof.
- 5.6 Damage to Common Areas. In the event the Board of Directors determines that any Unit Owner has failed or refused to discharge properly his obligations with respect to the maintenance, replacement or repair of any items for which a Unit Owner is responsible or finds that any Unit Owner is responsible for damage to the Common Areas that is not covered by insurance, the Association shall give said Unit Owner written notice by certified United States Mail, return receipt requested, of the Association's intent to provide the necessary maintenance, repair or replacement at said Unit Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Unit Owner shall have thirty (30) days from the receipt of such notice to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Unit Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at said Unit Owner's sole cost and expense and the cost shall be a special assessment for which the unit Owner is responsible and shall become a lien against the Unit, enforceable by the Association, plus all costs of collection, including reasonable attorneys' fee. In order to carry out the foregoing, an easement is hereby granted to the Association over, across and under all Units for the purposes of accomplishing the repairs, maintenance, replacements or any other work necessary to enforce the provisions of this paragraph.
- 5.7 Rules and Regulations. The Association may from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Units or the Common Areas, or any combination thereof which rules and regulations shall be consistent with the rights and duties established by this Declaration. All rules and regulations shall be promulgated by the Board of Directors, subject to amendment or rescision by a majority of the membership present and voting at any regular or special meeting convened for such purpose. While enforcing its rules and regulations, the Association shall provide the affected Unit Owner with reasonable prior notice and a reasonable prior notice and a reasonable opportunity to be heard in person and through representatives of such Unit Owner's choosing.
- 5.8 Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, its Articles, or its By-Laws and every other right, power or privilege reasonable implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

- 5.9 Surface Water Management System Facilities. Upon completion of the project, the Declarant shall deed to the association the surface water management system facilities which are designated on the plat. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. The Association shall have such general powers as are necessary to perform the obligations and duties for the operation and maintenance of the surface water management system facilities. The operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit. The Association acknowledges that Southwest Florida water Management District has the right to take enforcement measure, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the surface water management system facilities.

ARTICLE VI

MAINTENANCE OF PROJECT AND EXPENDITURE OF ASSESSMENTS

- 6.1 Maintenance. The Association shall maintain and keep in good repair the Common Areas, and those areas specified within the lot, such maintenance to be funded as hereinafter provided.
- 6.2 Maintenance of Common Areas. Maintenance to be performed by the Association shall include, but not be limited to, the following:
- a. Maintaining and repairing structures or improvements that may be constructed within the Common Areas from time to time, if any;
 - b. Providing electricity, light bulbs, wiring and other necessary electrical utility service for the Common Areas and any improvements located thereon;
 - c. Providing electricity and light bulbs to maintain street lights for the Common Areas;
 - d. Maintaining the grounds of the Common Areas, including, but not limited to, sprinkler systems, if any, and other equipment necessary for lawn and shrubbery service and sidewalks and walkways;
 - e. Paving and/or cleaning of any roadways and paving areas shown on the plat(s) of the Project;
 - f. Procuring and maintaining public liability insurance, insuring the Association against any and all liability to the public and insuring the Association against any and all liability to any Owner arising out of the occupancy and/or use of the Common Areas;

- g. Procuring and maintaining comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon the Common Areas;
- h. Providing and/or contracting for trash and garbage collection and sewer and water service for the Common Areas and any and all improvements located thereon;
- i. Contracting for professional services that are necessary and proper in the opinion of the Board of Directors and providing and/or contracting for any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration of the By-Laws, or which is necessary or property in the opinion of the Board of Directors for the operation of the Common Areas, for the benefit of the Owners or for the enforcement of this Declaration; and
- j. Any and all other purposes or services deemed necessary and proper upon proper vote as set forth in the By-Laws at a meeting duly called for the purpose of determining annual assessments, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

- 6.3 Maintenance Cost. The costs of the service set forth in Paragraphs 6.2., for which the Association is responsible, shall be shared on a pro-rata basis by all Lot Owners and shall be a part of the annual assessment for common expenses to which the units are subject pursuant to the provisions of Article IX of this Declaration. In the Event any extraordinary maintenance, repair or replacement is required as a result of the willful or negligent act of an Owner or his family, guests or invitees, the Owner of the Unit requiring such maintenance, repair or replacement shall be responsible for the cost of the same and the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which the Unit is subject.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

- 7.1 Common Areas Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall also obtain a public liability policy covering the Common Areas, the Association, and its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have limits of coverage determined from time to time by the Board of Directors. Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof

shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacements cost.

The cost of insurance coverage hereunder shall be included in the general assessment, as defined in Article IX.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- a. All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of A or better, as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating;
- b. All policies on the Common Areas shall be for the benefit of the Unit Owners and their Mortgagees as their interests may appear;
- c. Exclusive authority to adjust losses under policies in force on the Project obtained by the Association shall be vested in the Board of Directors; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;
- d. In no even shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Residents, or their Mortgagees, and the insurance carried by the Association shall be primary;
- e. All casualty insurance policies shall have an agreed amount endorsement with an annual review by one (1) or more qualified persons, at least one (1) of whom must be in the real estate industry and familiar with construction in the Pinellas County, Florida, area; and
- f. The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - i. A waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;
 - ii. A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - iii. That no policy may be cancelled, invalidated, or suspended on account of any one (1) or more individual Owners;

iv. That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, Resident or Mortgagee; and

v. That any "other insurance" clause in any policy exclude individual Owners' or Residents' policies from consideration.

7.2 No Partition. Except as is permitted in this Declaration, there shall be no physical partition of the Common areas or any part thereof, nor shall any person acquiring any interest in the Project or any part thereof seek any such judicial partition until the happening of the conditions set forth in Paragraph 7.4 in the case of the damage of destruction, or unless the Project has been removed from the provisions of this Declaration. This paragraph shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

7.3 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

- a. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Areas, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, if any Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee; and
- b. If it is determined, as provided in Paragraph 7.4, that the damage or destruction to the Common Areas for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 7.3(a) hereof.

7.4 Damage and Destruction.

- a. Immediately after the damage or destruction by fire or other casualty to all or any part of the Project covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the

property to substantially the same condition in which it existed prior to the fire or other casualty.

- b. Any damage or destruction of the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed; and
- c. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in the event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

- 7.5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be Repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair, such excess shall be disposed to the benefit of the Association.

ARTICLE VIII CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors, acting on its behalf or on the written direction of all Owners of Units subject to the taking, if nay) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Trustee for all affected Owners, to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Members of the Association shall otherwise agree, the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas, to the extend lands are available therefor, in accordance with plans approved by the Board of Directors. If such improvements are to be repaired or restored, the above provisions in Article

VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are not funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of directors shall determine.

ARTICLE IX ASSESSMENTS

- 9.1. Creation of General Assessment. There are hereby created assessments for common expenses as may be from time to time specifically authorized by the Board of Directors. General assessments shall be allocated equally among each Unit within the Development and shall be for expenses (including those itemized in Article VI of this Declaration) determined by the Board of Directors to be for the benefit of the Association as a whole. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at the highest contract rate allowable under the laws of Florida from time to time relating to usury for residential real estate loans, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquent payments' unless the Board of Directors otherwise provides, the assessments shall be paid in monthly installments.

- 9.2. Computation of Assessment. The Board of Directors shall prepare and adopt an annual budget, and the following provision shall apply:
- a. A copy of the proposed budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classifications;
 - b. The budget shall include a reserve fund, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost thereof. Notwithstanding

anything herein to the contrary, this reserve fund may be waived, in whole or in part, by a majority vote of the Members;

- c. If a budget is adopted by the Board of Directors which requires assessments against the unit Owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, as hereinafter defined, the units Owners have the option of disapproving the budget and adopting a budget approved by the Unit Owners. Upon written application of ten percent (10%) of the unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any Member thereof. A notice of the special meeting shall be given to all Unit Owners not less than ten (10) days prior to the special meeting. The notice to the Unit Owners shall state the purpose of the meeting. The adoption of an alternate budget by the Unit Owners shall require the affirmative vote of not less than a majority of all Unit Owners. Otherwise, the budget adopted by the Board of Directors shall be deemed to be effective. In determining whether a budget requires assessment against Unit Owners in any year exceeding one hundred fifteen percent (115%) of assessments for the preceding year, there shall be excluded from the computations any provision for reasonable reserves made by the Board of Directors in any capital budget adopted by the Board of Directors;
- d. Notwithstanding the foregoing, the Board of Directors may propose a budget to the Unit Owners at a meeting of Members at which a quorum is present in person or by-proxy and if such budget or proposed budget is approved by a majority of said Unit Owners, such budget shall be adopted;
- e. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, providing the total assessments against the unit Owners, including those as a result of the amended budget, do not exceed one hundred fifteen percent (115%) of the assessments against Unit Owners for the preceding year as computed according to this Paragraph 9.2. In the event the amended budget shall cause an increase in the total assessments against the Unit Owners in excess of one hundred fifteen percent (115%) of said assessment for the preceding year, then the provisions of this Paragraph 9.2 shall apply prior to the amended budget becoming effective.
- f. Notwithstanding the foregoing, however, in the event the members disapprove the proposed budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year; and
- g. Within sixty (60) days following the end of the fiscal or calendar year, the Board of Directors shall mail, or furnish by personal delivery to each Member, a complete financial report of the actual receipts and

expenditures of the Association for the prior twelve (12) months. The report shall show the amounts of receipts by account and receipt classifications and shall show the amounts of expenses by account and expense classifications.

- 9.3. Special Assessments. At certain times the necessity will arise to perform certain maintenance in the Project. Providing said maintenance and repair is not the result of an emergency, then in such event, such maintenance and repair shall be anticipated and budgeted in the annual budget for the year within which the work will be done. If the reserve funds maintained by the Association are inadequate to defray the cost of any such maintenance and repair, the Board of Directors shall have the authority to levy a special assessment to pay said cost. The amount of such special assessment shall be appointed amount the Owners of all Units in the same manner as the general assessments are apportioned.

- 9.4. Lien for Assessment. All assessments shall constitute a lien on each Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any First Mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period the Lot is owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each other Lot shall be charged, in addition to its usual assessment, its equal pro-rate share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result off foreclosure.

- 9.5. Subordination. All such liens shall be subordinate to the lien of a Mortgage or other lien recorded prior to the date of recording the Association's claim of lien. In the even a Mortgagee as the holder o f a first Mortgage of record shall obtain title to a Unit as a result of the foreclosure of a first Mortgage, or in the even such Mortgagee as to a first Mortgage of record shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first Mortgage, such Mortgagee shall not be liable for the share of the Assessments chargeable to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such Mortgagee, unless the Association's claim of lien was recorded prior to the Mortgage. Such unpaid share of assessments chargeable against any such foreclosed Unit or against such a unit transferred in lieu of foreclosure, shall be deemed a common expense, to be paid as other common expenses by all Unit, any such share of assessments chargeable against any such foreclosed Unit, or against any such Unit transferred in lieu of foreclosure, shall be deemed the obligation of the Mortgagee.

- 9.6. Assessments on Unsold Units. The Developer shall be excused from the payment of the assessments for common expenses for each unsold Unit owned by it for a period beginning the first day of the month in which this Declaration is recorded in the public records of Pinellas County, Florida, and ending one (1) hear thereafter. The Developer, however, shall pay the portion of common expenses during this period which exceed

the amount assessed against remaining Units. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- a. Assessment of the Developer as a Unit Owner for capital improvements; or
- b. Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in Assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

ARTICLE X ARCHITECTURAL COMMITTEE

- 10.1. Committee Purpose. The Association shall have as a standing committee an Architectural committee composed of three (3) members. The members of the Architectural Committee shall be appointed by the Board of Directors, except that so long as a Declarant owns two (2) or more Units, two (2) members of the Architectural committee shall be appointed by Declarant, and so long as Declarant owns from one (1) to two (2) Units, one (1) member of the Architectural committee shall be appointed by declarant. No member of the Architectural Committee shall be entitled to compensation for services performed; but the Board of Directors may employ independent professional advisors to assist Architectural Committee and allow reasonable compensation to such advisors from the Association's funds. Except for those members appointed by Declarant, Architectural Committee members shall be Unit Owners.

The purpose of the Architectural Committee is to preserve a uniformly high standard of construction over the Units and other improvements in the Project that is both attractive and harmonious. The Architectural Committee is vested with the power to regulate all the Units in order to protect, preserve and enhance the Aesthetics of the Development. The power to regulate shall include the power to prohibit those buildings or improvements found to be (a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved by this Declaration, or (b) detrimental to the value and desirability of the Development as a residential community with exclusive, unique and desirable qualities.

- 10.2. Committee Approval. No building, fence, wall, structure or other improvement shall be commenced, erected, constructed, maintained, placed or altered upon the Project, nor shall any exterior addition to or change, modification or alteration therein be made until the plans and specifications for such building structure, fence, wall and/or improvement and a detailed site plan showing its proposed location have been submitted to and approved in writing by the Architectural Committee. The approval of said plans and specifications may be withheld not only because of non-compliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type of use of materials, the

exterior color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness or external design with the existing or proposed buildings, fence, walls, structures or improvements located or to be located upon the premises; including the heights, kind and appearance of fences, wall, any evacuation or fill; change in drainage or terrain, planting, utility installation, and any other physical design or improvement to any Unit, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein.

All of the foregoing approvals shall not be unreasonably withheld so long as such original plans and specifications or such change, alteration, addition, reconstruction or attachment as the case may be, conform substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The Architectural Committee's approval, disapproval or conditional approval shall be evidenced by a written instrument. Such written instrument shall be returned to the applicant within ninety (90) days after submission. Failure of the Architectural Committee to act within ninety (90) days from receipt of definitive plans and specifications shall result in the plans being deemed approved and this Article will be deemed to have been fully complied with.

- 10.3. Exculpation of Declarant and Architectural Committee. Declarant and the Architectural Committee shall not be held responsible for any loss or damage to any person arising out of any design, architectural, engineering, construction errors or omissions with respect to any plans or specifications approved by it. Nor shall Declarant or the Architectural Committee be held responsible for any loss or damage to any person arising out of any design, architectural, engineering, construction errors or omissions with respect to any plans or specifications approved by it. Nor shall Declarant or the Architectural Committee be held responsible for loss or damage to any person arising out of non-compliance with governmental land use and building regulations.

ARTICLE XI GENERAL PROVISIONS

- 11.1 Declaration. This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of forty (4) years from the date it is recorded. The provisions of this Declaration are for the purpose of protecting the value and desirability of the Development. This Declaration shall be extended automatically for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of all the Unit Owners agreeing to change the covenants in whole or in part is recorded.
- 11.2 Amendment. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors with an attached certification that the amendments have been approved by a two-thirds (2/3) majority of the Members. Any amendment of the covenants and restrictions of this Declaration which affects the surface water management system facilities or the operation and maintenance of the

surface water management system facilities shall have the prior written approval of the Southwest Florida Water Management District.

- 11.3 Enforcement. The Association or any Unit Owner has the right to enforce by an appropriate proceeding at law or in equity all restrictions, conditions, covenants, easements, reservations, liens and charges not or hereafter imposed by or pursuant to the provisions of this Declaration. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including a reasonable attorney's fee for all trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any Unit Owner, the costs and expenses of such enforcements, including reasonable attorney's fee, may be assessed against such Unit Owner's Unit. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of a right to do so at any later time. If these restrictions are enforced by any Unit Owner, such Unit Owner may be reimbursed by the Association for all or any part of the cost and expenses incurred, including a reasonable attorney's fee, in the discretion of the Board of Directors.
- 11.4 Annexation. Additional property, as described in the boundary survey and the Concept Plan in Exhibit D, may be annexed to the Property and thereby subject to this Declaration and the jurisdiction of the Association. The Concept Plan is not final, and is subject to change at the discretion of GULFWIND CONTRACTING, LLC, d/b/a GULFWIND HOMES. The developer of the annexed land shall pay for the improvements of that land related to subdividing.
- 11.5 Termination. Notwithstanding any other provision of this Declaration or any amendments thereto, no easements in the Common Areas for ingress and egress may be terminated, said easements being intended to be perpetual; the foregoing will apply regardless of the termination of the restrictive covenants contained in this Declaration and regardless of the termination of this Declaration itself. Furthermore, notwithstanding the termination of this Declaration, the Association's power to make assessments and its duties to maintain the Common Areas shall survive the termination of this Declaration unless the instrument of termination specifically provides otherwise.

Upon termination of this Declaration, all Unit Owners of record shall own as an appurtenance to the Ownership of their Units, an undivided interest in the Common Areas in existence on said date of termination, subject to the covenants, conditions, restrictions and easements contained in this Declaration and any amendments thereto. Any instrument conveying, devising, encumbering, or otherwise dealing with any Unit after said date of termination shall be deemed and construed to affect the Unit together with its appurtenance undivided interest in the Common Areas. Recognizing that the people use of a Unit by and Unit Owner is dependent upon the use and enjoyment of the Common Areas in common with the other Unit Owners, it is declared that the percentage of the undivided interest in the Common Areas appurtenant to each Unit upon termination shall thereafter remain undivided and no Unit Owner shall bring or have any right to bring any action for partition or division.

Upon termination of this Declaration, all Unit Owners of record shall be jointly and severally responsible for the operation and maintenance of the surface water

management system facilities in accordance with the requirements as set forth in the Environmental Resource Permit for the project, unless and until an alternative entity assumes responsibility for the operation and control of the surface water management systems facilities as set forth in the articles of incorporation.

11.6 Other Approvals. As long as any Unit within the Development is encumbered by a Mortgage that has been, or is eligible for insurance, guaranty, purchase, or other participation by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Home Loan Mortgage Corporation "FHLMC"), or by any other agency, department, or instrumentality of, or entity chartered by, the United States of America, except the Federal Housing Administration ("FHA") and the Veterans Administration ("VA"), all of the following require the prior approval of each such agency department, instrumentality, or entity:

- a. Alienation or encumbrancing of all or any portion of the Common Areas, except as may be expressly permitted under this Declaration; and
- b. Amendment of this Declaration; and
- c. Amendment of the Articles of Incorporation or By-Laws;
- d. The merger, consolidation, or dissolution of the Association.

Notwithstanding the foregoing, such approval is required if, and only if, the agency, department, instrumentality, or entity (including without limitation, FNMA, GNMA, and FHLMC), has, at or prior to the time such approval is otherwise required:

- i. Insured, guaranteed, purchased, or otherwise participated in any mortgagee encumbering any Unit within the Development, or irrevocably committed itself to do any of the foregoing; and
- ii. So notified the Secretary of the Association in writing and provided the Secretary with an address to which requests for such approval shall be made.

Any approval required by this section shall be deemed given if no objection is registered within thirty (30) days after written notice of the action requiring such approval has been given by registered or certified mail, return receipt requested, with sufficient postage affixed, and addressed as provided in subsection ii above. An affidavit of the Secretary of the Association, stating that any approval required by this section has been given or the approval of any particular agency, department, instrumentality, or entity is not required in accordance with the provisions of this section, shall be conclusive as to third parties without knowledge. Any agency, department, instrumentality, or entity that has provided the Secretary with notice in accordance with subsection ii above, additionally is entitled to receive without charge any and all notices that are required to be given to the Members of this Association under any provision of this Declaration, the Articles of Incorporation, or the By-Laws. Without limitation, the provisions of this section shall inure to the benefit of FNMA, GNMA, and FHLMC, their respective successors and assigns; provided, however, that at any given time there shall be no

more than one such successor assignee to each such entity designated on the books of the Association to receive the benefit of the provisions of this section. Notwithstanding any provision of this section to the contrary, nothing contained in this section applies to any approval of the FHA or VA, or both, required by any provisions of this Declaration, the Articles of Incorporation, or the By-Laws.

11.7. Notice to Mortgagees. In the event that a Mortgagee provides the Association with written notice of the existence of the Mortgage, then the Association shall provide such Mortgage timely written notice of the following:

- a. Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects the interest in the Project encumbered by the Mortgage;
- b. Any delinquency in the payment of assessments or other charges owed by the Owner of the interest in the Project encumbered by the Mortgage of the Association which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d. Any proposed action by the Association which would require the written consent of the Mortgagees of the Project.

In order to avail itself of the provisions of this Paragraph 12.7, the Mortgagee shall include the following information in its notice to the Association:

- a. Name of Mortgagor;
- b. Interest in the Project encumbered by the Mortgage; and
- c. Name and address of Mortgagee.

The Association shall have the right to rely upon the above information until it receive written notice to the contrary.

11.8 Lease Restrictions. A Unit Owner shall have the right to lease his Unit with Association approval. Prior to leasing his Unit, a Unit Owner shall provide the Association with the names and addresses of the prospective tenants of the Unit. No lease shall release or discharge the Unit Owner of the leased Unit from compliance with his obligations as a Unit Owner. All of the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association shall be applicable and enforceable against any lessee to the same extent as against the Unit Owner. A covenant upon the part of each lessee to abide by the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of the and with the authority to terminate the lease in the event of violations by the lessee of such covenant shall be an essential element of any such lease, whether oral or written, and whether specifically expressed in such lease or not.

11.9 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes in the plural, and vice-versa; the use of one gender includes all genders. Wherever at any time in this Declaration, the Articles of Incorporation, or the By-Laws is measured in days. "Days" means consecutive calendar days' and if such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar date that is not a Saturday, Sunday or legal holiday. Unless the context expressly requires otherwise, the terms "Common Areas," "Unit," "Development," and "Premises" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situation thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Premises as a residential community providing a common plan for the development and enjoyment thereof.

11.10 Headings. Headings, captions or titles inserted in this Declaration, and any amendment thereto, are inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, interpretation or effect.

11.11 Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.