

84032549

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EAST LAKE WOODLANDS WOODS LANDING TOWNHOMES UNIT ONE

KNOW ALL MEN BY THESE PRESENTS: THAT

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4w 191 20
TOTAL 192 20 14

WHEREAS, East Lake Woodlands, Ltd., a Florida limited partnership (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of East Lake Woodlands Woods Landing Townhomes Unit One, according to the plat thereof recorded in Plat Book 88, Page 20, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as the "Plat"); and

WHEREAS, Developer is presently developing said property to be known as East Lake Woodlands Woods Landing Townhomes Unit One, and Developer intends and desires to place certain covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") upon the use of all of the land and improvements shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for itself and its successors, legal representatives, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the lands and improvements included on the property described in the Plat (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Developer" shall mean and refer to East Lake Woodlands, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees, and assigns.

(b) "Plat" shall mean and refer to that certain plat of East Lake Woodlands Woods Landing Townhomes Unit One, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 88 Page 20, together with any supplements or amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

This instrument prepared by
William J. Deas 1
Howell & Deas, P.A.
Post Office Box 40063
Jacksonville, Florida 32204

~~Notary Public~~
WILLIAM J. Deas
Howell & Deas, P.A.
Post Office Box 40063
Jacksonville, Florida 32204

01 Cash 11 Chg
40 Rec 101.00
41 DS
43 Int
Tot 101.00

AMERICAN TITLE INSURANCE CO.
CLEARWATER OFFICE
FEB 17 4 39 PM '64

LAW OFFICES
HOWELL & DEAS, P.A.
SUITE 606
1888 RIVERSIDE AVENUE
JACKSONVILLE, FLORIDA 32204

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat. The word "Lot" may, when the context requires, be used interchangeably herein with the word "Unit". There are 87 Lots shown on the Plat and, therefore, 87 Units.

(g) "Unit" shall mean and refer to a single family dwelling unit located on a Lot as part of a multifamily building, all as is shown on the Plat. The word "Unit" may, when the context requires, be used interchangeably with the word "Lot".

(h) "Access Ways" shall mean and refer to Parcels "A & B" as shown on the Plat.

(i) "Common Parcels" shall mean and refer to the fourteen (14) Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 1 through 14, inclusive.

(j) "Association" shall mean and refer to East Lake Woodlands Woods Landing Townhomes Unit One Association, Inc., a Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot.

(l) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Units on the Land.

(m) "Member" shall mean and refer to all members, regardless of class or classification, of the Association.

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-laws.

(o) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(p) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(q) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

(r) "Lake Parcel" shall mean and refer to the Lake Parcel as shown on the Plat, which is not, however, part of the Land.

(s) "Community Association" shall mean and refer to East Lake Woodlands Community Association, Inc., a Florida non-profit corporation.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements, at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any Lot and no building or other improvement on any Lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

Section 2.02 - Access Ways. The Access Ways are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, infra. Developer, however, does hereby grant to the present and future Owners in East Lake Woodlands Woods Landing Townhomes Unit One and their guests, invitees and domestic help, and to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Access Ways. Regardless of the immediately preceding provisions of Section 2.02, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of East Lake Woodlands Woods Landing Townhomes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of Developer, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of the Access ways, or of the Common Parcels.

Section 2.04 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the

sole and exclusive judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.02, 2.03 and 2.04, supra, shall be of no further force or effect thereafter.

Section 2.06 - Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar nonmotorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles, pick-up trucks, and recreational vehicles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles, pick-up trucks or recreational vehicles may be so parked as aforesaid if such vehicle exceeds the designated dimensions of the designated parking area.

Section 2.07 - Unit Plates. A plate showing the number of the Unit shall be placed on each Unit; and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.

Section 2.08 - Window Airconditioners and Fans. Unless the prior approval of Developer has been obtained, no window air-conditioning units, window fans, or exhaust fans shall be installed in any side of a Unit which faces an Access Way, or any property owned by Developer which is adjacent to the Land.

Section 2.09 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.10 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size, and design thereof shall have been approved by Developer.

Section 2.11 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in any other Unit.

Section 2.12 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Lot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. The keeping of a dog or other pet on the Land is not a right of a Unit Owner but is a conditional license. This conditional license is subject to termination at any time by the board of directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Development. This license is subject to the following conditions:

- (a) A dog must be on a leash at all times when outside of the owner's Unit.
- (b) Because of the limited size of the grounds, a dog must not be curbed at any place on the Land.
- (c) Birds shall be kept caged at all times.

Section 2.13 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Unit or make any use of the Access Ways or Common Parcels that will increase the cost of insurance upon the Land above that required when the property is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or be permitted to stand for any period of time on the Access Ways or Common Parcels, except in accordance with the Regulations.

Section 2.14 - Trees. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Lot. No living tree having a diameter greater than four inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the Land in such areas shall be made which result in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, deems detrimental to the Land.

Section 2.15 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein.

Section 2.16 - Dedication. Developer shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality or body politic then having jurisdiction over the Land, to dedicate to the public all or any part of the following:

- (a) The Access Ways;
- (b) The Common Parcels;
- (c) Any easements referred to herein, including those shown on the Plat.

Section 2.17 - Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units of the same class or type as originally constructed by Developer. All plumbing and heating vents protruding from roofs of Units shall be painted the same color as the roof.

Section 2.18 - Common Parcels. The Common Parcels are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns, and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, supra. Developer, however, does hereby grant to the present and future Owners in East Lake Woodlands Woods Landing Townhomes Unit One, and their guests, invitees, and domestic help, and to fire protection services, police and other authorities of the law, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land, and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress, access and usage over, under, through and across the Common Parcels in accordance with the Regulations. Regardless of the immediately preceding provisions of Section 2.18, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of East Lake Woodlands Woods Landing Townhomes or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.19 - Corporate Ownership. Corporate Owners, other than Developer, shall only permit the use of their Unit by its principal officers or directors or other guests, provided, however, that such corporate Owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall exist only so long as the corporation shall continue to be a member of the Association.

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Upon demand by the Association to any corporate Owner to remove any party given permission to use a Unit owned by such corporate Owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate Owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the Owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

Section 2.20 - Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

Section 2.21 - Clothes Lines, etc. Subject to the provisions of applicable law, no clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Lot, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door of any Unit. Additionally, no aboveground oil or fuel storage containers, nor any aboveground gas tanks or containers are permitted.

Section 2.22 - Duty to Maintain. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 2.23 - Rights of Others. Each Owner and occupant of a Unit shall use the Access Ways and Common Parcels in such a manner as shall not abridge the equal rights of the other Owners and occupants of Units to the use and enjoyment thereof.

Section 2.24 - Fairness. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners. The provisions of this section shall not apply to any rights reserved by or granted to Developer herein or hereby.

Section 2.25 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land 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 the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.26 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.27 - Personal Property. No articles of personal property of Owners shall be placed on the Lot unless such arti-

cles are being used by Owners in accordance with the terms and conditions of the Declaration and the Regulations.

Section 2.28 - Utility Addition. No additional utility, including without limitation, water, sewage, electrical, airconditioning, and heating systems, lines, ducts, valves, handlers, conduits, pipes, wires, or fixtures shall be added to service any Unit without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld, if such addition complies with all applicable codes, ordinances, requirements, and regulations of governmental authorities or agencies, and causes no damage, impairment, or additional cost to any other Unit.

Section 2.29 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Access Ways or Common Parcels are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration or in the case of the Common Parcels, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.30 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, Access Ways, or Common Parcels, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.31 - Lake Parcel. Certain parcels of property owned by Developer are variously labeled as Lake Parcels and are shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of the use to which the parcels now or hereafter may be put, said parcels are and shall remain privately owned and the sole and exclusive property of Developer (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcels or of any rights or interests therein, and may be used for any purpose or purposes as shall be determined by Developer and its successors, assigns and grantees, if any, of such parcels or of any rights or interests therein. The owners of Lots shall not acquire and shall not have at any time any right to go upon and make any uses of or place any structure or object on said parcels; or any rights, title, interests, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels, except as may be specifically set forth herein. Should the owners of Lots or occupants of Units or any other persons be permitted or allowed any rights to the use of any part of said parcels, either by acquiescence, by the express consent of Developer, or by the provisions set forth herein, all such rights may be terminated and cancelled by Developer at any time without cause or liability of Developer.

Section 2.32 - Usage of Lake Parcels.

(a) Lakes are presently located on portions of the Lake Parcels. Subject to the provisions of Section 2.31, supra, and of this section, and to the control of Developer, the residents of each Lot adjacent to each of said parcels shall have the right to use the lake, but solely at their own risk. With the prior consent of Developer, but only with such consent, others may use one or more of said lakes, but again, any such use shall be solely at the risk of the user.

(b) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed, or permitted to remain on, in, adjacent to, bordering on, or over any portion of said lakes.

(c) Each Lot owner whose Lot adjoins or abuts said lake, shall keep, or cause to be kept, his Lot and the portion of the adjoining or abutting parcel between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of Developer, the shoreline contour of the lake may not be changed and no Lot may be increased in size by filling in the lake and no Lot may be dug out or dredged so as to cause the water of the lake to protrude into the Lot.

(d) Developer shall have the sole and absolute right, but not the obligation, to control the water level of each and all of the above mentioned lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria, and fungi in or on each and all of said lakes.

(e) No boats, rafts or floating objects of any kind other than small row boats, small sail boats, and canoes, none of which shall be motor-driven, shall be brought or operated on any of said lakes, and no swimming shall be allowed in said lakes.

(f) Except with the prior written consent of Developer, no Lot owner or resident shall have the right to pump or otherwise remove any water from any of said lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from heating or air conditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in any of said lakes.

(g) Developer may, at any time, without cause or liability, terminate all or any part of the uses hereby permitted to be made of all or any parts of said lakes.

Section 2.33 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

Section 2.34 - Berms. Any berms which might be constructed by Developer, being an integral part of the Land, shall be kept and maintained in their existing condition and appearance and in no event shall they be removed, reduced, added to, or in any manner altered without the consent of Developer.

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Section 2.35 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots, Access Ways, and Common Parcels without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.36 - Reserved Easement. Developer hereby reserves for itself, together with its successors, grantees, legal representatives, mortgagees, and assigns, a nonexclusive easement for pedestrian and utilities ingress, egress and access over, under, through and across all Lots (less the portion of some actually occupied by Units), which easement rights shall not be unreasonably exercised.

ARTICLE III - UTILITIES

Section 3.01 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot only by services or agencies previously approved in writing by Developer. The Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot. Garbage and trash shall not be put out for pick-up an excessive time prior to such pick-up.

Section 3.02 - Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

Section 3.03 - Wells. No wells may be drilled or maintained on any Lot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

Section 3.04 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each Unit on the Land and the occupants thereof. Each property Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Lot and no sewage disposal service or facility shall be used to serve the Unit or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal, Access Way or Common Parcel. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or airconditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.05 - Easements. Developer, in addition to the rights reserved in Section 2.36, *supra*, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage

lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five-foot strip at the back and front of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.05. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.05, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, legal representatives, mortgagees', successors and assigns.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Access Ways and Common Parcels as well as any portion of a Lot which contains a paved sidewalk originally constructed by Developer to serve more than a single Unit which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.05, supra.

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Access Ways or Common Parcels adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article IX of this Declaration; any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4.03 - Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Access Ways or Common Parcels, except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Access Ways or Common Parcels, except as expressly provided in this Declaration. Any conveyance of the Access Ways or Common Parcels by Developer to the Association shall vest in the Association exclusively any

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riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Access Ways or Common Parcels, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Access Ways or Common Parcels shall not pass to the owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be a part of the Access Ways or Common Parcels and all rights therein shall inure to the benefit of the Association.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 5.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity, other than an Owner or Developer, may be a member of the Association; and a membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 5.02 - Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1986.

Section 5.03 - Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE VI - RIGHTS AND OBLIGATIONS
OF THE ASSOCIATION

Section 6.01 - The Access Ways And Common Parcels. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to Developer in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Access Ways and Common Parcels and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 6.02 - Exterior Maintenance. In addition to maintenance of the Access Ways and Common Parcels, the Association shall provide exterior maintenance upon each Lot subject to assessment hereunder, as follows: (1) repair, replace, and care for the roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas, walks, fences, and other exterior improvements installed by Developer and the replacements thereof; and (2) paint and repair exterior building surfaces of the Units. The Association's duty of exterior maintenance of Lots shall not include termite, insect, or vermin control, glass surfaces, replacement of exterior doors (but shall include routine periodic maintenance and repainting of such doors), any permissible improvement made to the Unit by its owner, or any trees, shrubs, lawns, or landscaped areas within an enclosed or semi-enclosed yard, patio, or entry area, except that the Association shall maintain any hedge and other landscaping, if any, installed by Developer along the boundary between any Lot, Access Way, Common Parcels, and adjacent property not within the Land and replacements thereof. Should any Owner neglect or fail to maintain any lawn or landscaped area on such Owner's Lot for which the Owner is responsible for maintenance, or neglect to maintain or replace any glass faces or exterior doors, then the Association may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be specially assessed against such Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitees or tenants, then the cost of such maintenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

Section 6.03 - Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 6.04 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any per-

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son or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Lot.

Section 6.05 - Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the By-Laws.

Section 6.06 - Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways, and Common Parcels, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6.07 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 6.08 - Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer, and except for personal property related to the maintenance of the Access Ways and Common Parcels, the Association may not authorize capital improvements to the Access Ways or Common Parcels without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Access Ways or Common Parcels, except for replacement or repair of those items installed by Developer and except for personal property related to the maintenance of the Access Ways or Common Parcels shall require the approval of two-thirds of the Owners.

ARTICLE VII - COVENANT FOR ASSESSMENTS

Section 7.01 - Creation of a Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which may consist of a general assessment and a reserve assessment as hereinafter defined; (2) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 7.02 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote

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the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of the Access Ways and Common Parcels, and of the exteriors of the Lots (as herein provided), and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the exterior of each Lot, the Access Ways and the Common Parcels, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association, except a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder. To further effectuate the foregoing purposes, the Association may levy an annual reserve assessment for the purpose of providing a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder, as such exterior maintenance is defined in Section 6.02, *supra*. The annual general assessment (which includes all costs, except a reserve for future exterior Lot maintenance) and the annual reserve assessment if levied (which includes only a reserve for future exterior Lot maintenance) together shall comprise the "annual assessment" as such term is hereinafter used.

Section 7.03 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$909.00 per Lot, consisting of an annual reserve assessment of \$ -0- per Lot and an annual general assessment of \$909.00 per Lot.

(a) From and after July 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without vote of the membership of the Association.

(b) From and after July 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the amounts set forth herein.

(d) The reserve assessment shall be segregated from the general assessment and shall not be used for current operating expenses.

Section 7.04 Special Assessments for Access Ways and Common Parcels Taxes. In the event local real property taxes in any given year are assessed to the Association as Owner of the Access Ways and Common Parcels (which, of course, assumes that the Association has acquired title to such from the Developer, which may or may not occur) in excess of the amount of \$5,000.00, then the amount of such excess may be specially assessed by the Board, in its discretion, against all Lots in the following manner: The amount of such excess shall be divided by the number of Lots within the Land, and the quotient thereof shall be the amount of such special assessment against each Lot. In the discretion of the Board, said special assessment may be payable in a lump sum within thirty (30) days after notice thereof, or the same may be amortized over such number of months as the Board deems advisable. The Board shall determine whether such assessment shall be levied, and the amount thereof,

within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment shall not be considered an increase in the annual assessment subject to the limitations of Section 7.03, supra.

Section 7.05 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 or Section 7.04 of this Article shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall reduce to forty percent (40%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.06 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots. The requirement of uniformity hereby established shall not prevent assessments against specific Lots pursuant to any express provisions of this Declaration.

Section 7.07 - Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest shall, as long as there is Class "B" membership in the Association, be fixed by the Board annually in an amount not less than twenty five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association as provided, supra, the annual assessment against any Lot in which Developer owns any interest shall be twenty five percent (25%) of the amount established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, shall be assessed at the same amount as is established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the execution of the rental agreement.

Section 7.08 - Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the date that the first Lot is conveyed by Developer. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 7.09 - Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and

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all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 7.10 - Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.11 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 7.12 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 7.13 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by

the lien created herein; and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VIII - ARCHITECTURAL CONTROL

Section 8.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Units in the manner hereinafter provided.

Section 8.02 - Committee Authority. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 8.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved, or made by Developer, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color, and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. The Committee's approval shall not be required of any changes or alterations within an enclosed or semi-enclosed yard, patio, or entry area and screened from view; provided, however, it is expressly intended that any trees or shrubs capable of attaining a height in excess of the walls, fencing, or shrubbery, as the case may be, installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No exterior door or glass surface shall be replaced by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Access Ways or Common Parcels without the Committee's prior approval unless the same is within an enclosed or semi-enclosed

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yard, patio, or entry area and screened from view. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 8.04 - Procedure. As is set forth in Section 8.02, *supra*, the Committee may, from time to time, adopt, promulgate, rescind, amend, and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself, the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 8.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Land; (b) shall protect and conserve the value and desirability of the Land as a residential community; (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 8.06 - Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE IX - PARTY WALLS

Section 9.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.02 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 9.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any

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Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 9.04 - Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.05 - Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 9.06 - Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE X - REMEDIES

Section 10.01 - Violations. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing, or condition which is in violation of the Covenants, Developer, or its designee, shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XI - ANNEXATION

Section 11.01 - Annexation of Additional Property. Annexation of additional real property shall require the agreement of two-thirds of each class of members of the Association at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall reduce to forty percent (40%). No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XII - MISCELLANEOUS

Section 12.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 12.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or sections of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 12.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

- (a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;
- (b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;
- (c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;
- (d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and
- (e) With the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, *supra*, may not be amended or altered under the provisions of this section.

Section 12.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land.

Section 12.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the

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Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 12.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 6.01, supra, with reference to the Common Parcels.

Section 12.06 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association, or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate the Covenants; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 12.06 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 12.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or Court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: 300 East Lake Woodlands Parkway
Palm Harbor, Florida 33563

LAW OFFICES
HOWELL & DEAS, P.A.
SUITE 600
1200 BIVERS DR AVENUE
MCDONVILLE, FLORIDA 32224

Section 12.09 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

ARTICLE XIII - COMMUNITY ASSOCIATION

Section 13.01. Each Lot Owner will be a regular member of the Community Association. The Community Association will be charged with the duty of maintaining all community type facilities (such as gates, security services, parkways, street lights, main thoroughfares, through streets, project signs not directly relating to marketing, walls, entrance facilities, guard houses, lakes, etc.) which are utilized by or which benefit all residents of the entire East Lake Woodlands and The Woodlands On East Lake Road communities, including the Land (the "Community"). The Community Association will assess each associate member (i.e., each association which is presently existing as of June 1, 1983 which is a member) and each regular member (i.e., each Unit Owner in all other and future developments within the Community) its pro rata share of the cost of maintaining the Community facilities on an annual basis (based upon the total number of Units within the Community Association plus Units actually or contemplated to be under construction during that year, plus a usage factor reflecting the estimated usage of such Community facilities by non-Unit Owners such as employees or country club members) with Developer being assessed for all Units under construction and for the usage factor. Developer further has reserved the right to contribute additional funds toward the cost of operating the Community Association if it feels such would be appropriate. Each Lot Owner will take title subject to the Declaration Of Covenants And Restrictions recorded among the current public records of Pinellas County, Florida under Clerk's No. 84032548.

ARTICLE XIV - ADDITIONAL SECTIONS

Section 14.01. It is contemplated that there may be additional sections of East Lake Woodlands Woods Landing Townhomes created by Developer from time to time on lands adjacent to or near the Land, which sections may be operated and managed in conjunction with this development through the Association. Each such section will be and remain a separate development; but may be operated and managed as aforesaid through the Association in conjunction with other sections of East Lake Woodlands Woods Landing Townhomes, collectively, so that there will be common control, unity of policy, procedure, management and purpose among all sections of East Lake Woodlands Woods Landing Townhomes and the owners of Lots and their successors and assigns of Lots in the development acknowledge and agree to the foregoing.

ARTICLE XV - RECREATIONAL PARCEL

Section 15.01. It is specifically understood and agreed that immediately following the recording of the Declaration, that Developer shall convey and deed to the Association title to a parcel of land contiguous to the Land, on which shall be located certain recreational facilities. Said conveyance shall be made subject to any and all covenants, restrictions, easements, and reservations of record, if any. It is intended that said Parcel shall be owned and operated by the Association for the use and benefit of Unit Owners in the development, as well as Unit Owners in any additional section or sections of East Lake Woodlands Woods Landing Townhomes, and that the

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SUITE 204
800 RIVERSIDE AVENUE
JACKSONVILLE, FLORIDA 32209

use and operation of said Parcel and any and all improvements and facilities located thereon shall be governed and controlled by the Regulations.

IN WITNESS WHEREOF, Developer, East Lake Woodlands, Ltd., a Florida limited partnership, has caused this instrument to be duly executed, all as of the 13th day of February, 1984.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

As to Allan R. Rutberg

EAST LAKE WOODLANDS, LTD., a Florida limited partnership

[Signature: Allan R. Rutberg]
By _____
Allan R. Rutberg, as one of the two General Partners

By MUBEN REALTY COMPANY, a New Jersey corporation, as one of the two General Partners

[Signature]

[Signature]

As to Muben Realty Company

By *[Signature: A. George Newman]*
As its Vice President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 17th day of February, 1984, by Allan R. Rutberg, one of the two General Partners of East Lake Woodlands, a Florida limited partnership, on behalf of the Partnership.

[Signature]

Notary Public, State and County aforesaid.
My commission expires _____

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 17, 1986

STATE OF NEW JERSEY)
COUNTY OF ESSEX)

The foregoing instrument was acknowledged before me this 13th day of February, 1984, by A. GEORGE NEWMAN, as Vice President of Muben Realty Company, a New Jersey corporation, and one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the corporation and of the Partnership.

[Signature]

Notary Public, State and County aforesaid.
My commission expires: _____

MARY W. WISNIEWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

JOINER AND CONSENT OF MORTGAGEE

METRO REALTY AND MORTGAGE COMPANY, a Florida corporation, the owner and holder of a Mortgage from the Developer encumbering, East Lake Woodlands Woods Landing Townhomes Unit One, or being that certain Mortgage dated July 22, 1983, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 5570, Page 1187, hereby consents to the imposition by Developer of the foregoing Declaration Of Covenants And Restrictions and joins Developer in the execution thereof.

IN WITNESS WHEREOF, Metro Realty And Mortgage Company, a Florida corporation, has caused this Joinder And Consent Of Mortgagee to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 17th day of February, 1984.

Signed, sealed and delivered in the presence of:

Mary Ann [Signature]
Donna [Signature]

METRO REALTY AND MORTGAGE COMPANY, a Florida corporation

By: Allan R. Rutberg
As its President

Attest: Thomas A. Shapiro
As its Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17th day of February, 1984, by Allan R. Rutberg and Thomas A. Shapiro, as President and Secretary, respectively, of Metro Realty And Mortgage Company, on behalf of the Corporation.

Mary Ann [Signature]
Notary Public, State and County aforesaid
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 17, 1986

LAW OFFICES
HOWELL & DEAS, P.A.
SUITE 806
1000 RIVERSIDE AVENUE
JACKSONVILLE, FLORIDA 32204