

PROPOSED AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CROSS CREEK AT EAST LAKE WOODLANDS

This instrument amends, consolidates, and restates in its entirety the Declaration of Covenants, Conditions, and Restrictions for Cross Creek at East Lake Woodlands.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Cross Creek at East Lake Woodlands was recorded in Pinellas County, Florida Official Records Book ("ORB") 7364 at Page 2040, and thereafter successively amended, in ORB 7867 at Page 52; in ORB 8870 at Page 1586; in ORB 9019 at Page 617; in ORB 9212 at Page 546; in ORB 9487 at Page 1598; in ORB 9536 at Page 2351; in ORB 16907 at Page 2363; and

WHEREAS, it is desirable to consolidate, amend, and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with Cross Creek at East Lake Woodlands;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Covenants, Conditions and Restrictions for Cross Creek at East Lake Woodlands (as so amended, consolidated and restated, called the "Declaration") is hereby adopted as of the date that a certificate of amendment is recorded in the public records, and shall be binding upon and run with the land as described below, and the grantees, their heirs, successors and assigns, of and under any deed conveying the land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all of the covenants, and observe, comply with, and be bound by the covenants, conditions and restrictions hereinafter set forth.

~~THIS DECLARATION, made on the date hereinafter set forth, by EDGE PARK CORPORATION, hereinafter referred to as "developer":~~

~~WHEREAS, developer is the owner of the land described in Exhibit "A" attached hereto, which it intends to develop under the name CROSS CREEK AT EAST LAKE WOODLANDS, to be used for multi-family residences with fee simple ownership with common areas for recreation and other needs; and~~

~~WHEREAS, the property described in Exhibit "A" is a portion of a larger area of land within the EAST LAKE WOODLANDS development in Pinellas County, Florida; and~~

~~WHEREAS, the property described in Exhibit "A" is encumbered by that certain Master Declaration of Covenants and Restrictions for CROSS CREEK AT EAST LAKE WOODLANDS, recorded July 6, 1989, in O.R. Book 7037, at Pages 148 through 171, of the Public Records of Pinellas County, Florida (hereafter "Master Declaration"); and~~

~~WHEREAS, in addition to the Master Declaration, the developer desires to provide further covenants, conditions and restrictions concerning the use of the property encumbered by this Declaration:~~

~~NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, developer, for itself and its successors, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the property and improvements now included or to be constructed in the future on the property described in Exhibit "A" (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, their heirs, successors and assigns, of and under any deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all of the Covenants and to have covenanted and agreed to observe,~~

comply with, and be bound by the Covenants, Conditions and Restrictions hereinafter set forth.

ARTICLE 1 - DEFINITIONS

1.1 ~~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. Articles shall means the Articles of Incorporation of the Association.

B. ARB shall mean the Architectural Review Board.

C. ~~(b)~~ Assessment shall means any periodic assessment, special assessment or other charge as described herein, Article VII.

D. ~~(e)~~ Association shall mean and refer to Cross Creek at East Lake Woodlands Homeowners Association, Inc., a Florida ~~nonprofit~~ not for profit corporation, together with its successors, legal representatives and assigns.

E. ~~(d)~~ Board or Board of Directors shall mean and refer to the Board of Directors of the Association.

F. ~~(e)~~ Bylaws shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

G. ~~(f)~~ Common area shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association, including, but not limited to, streets, roads, sidewalks, recreation buildings, swimming pools, landscape entrances, and elements of the surface water management for the development such as but not limited to pipes, culverts, weirs and other structures.

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

I. ~~(h)~~ Declaration shall mean and refer to this Declaration, together with any supplements or amendments hereto.

J. ~~(i)~~ Developer shall mean and refer to Edge Park Corporation, a Florida corporation, together with its successors, legal representatives, grantees and assigns, ~~including the purchaser of its interest at a foreclosure sale. Any rights specifically reserved to Edge Park Corporation in any instrument of conveyance shall not inure to the benefit of its successors or assigns, unless such rights are assigned by Edge Park Corporation in a recorded instrument to such successor or assignee, or such successor or assignee accepts the obligations of developer.~~

K. ~~(j)~~ Development shall mean Cross Creek at East Lake Woodlands residential community (also sometimes referred to as the "community"), located in the East Lake

Woodlands development, Pinellas County, Florida, on the real property described in Exhibit “A” attached to the original Declaration recorded at O.R.B. 7364 at page 2040 ~~hereto~~, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

L. ~~(k)~~ Dwelling shall mean and refer to a single family residence located on a lot. The word dwelling may, when the context so requires, be used interchangeably herein with the words lot and unit.

M. ~~(j)~~ First mortgagee shall mean and refer to any institutional lender who holds a first mortgage on a lot or dwelling unit and who has notified the association in writing of its interest in the lot or dwelling unit.

N. Governing documents shall mean this Declaration of Covenants, Conditions, and Restrictions, the Master Declaration, the Articles of Incorporation, the Bylaws, and the Association’s rules and regulations.

O. ~~(m)~~ Institutional lender shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, credit unions, insurance companies, pension funds or business trust, including, but not limited to, real estate investment trusts and any other lender engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

P. ~~(n)~~ Land shall mean and refer to all of the lands and improvements described in Exhibit “A” to the original Declaration recorded at O.R.B. 7364 at page 2040, and any additions or amendments thereto, which lands are subject to this Declaration and the Master Declaration of Covenants and Restrictions for Cross Creek at East Lake Woodlands, originally recorded in O.R.B. 7037, at Pages 148 through 171, of the Public Records of Pinellas County, Florida (hereafter “Master Declaration”), and such lands shall be held, sold and conveyed subject to all easements, restrictions, covenants and conditions contained therein, which are appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real property set forth above, their respective heirs, successors and assigns, as their respective interests may appear.

Q. ~~(o)~~ Lot shall mean and refer to any area of real property, which is included in Exhibit A, to the original Declaration, and is designated as such on a recorded plat or conveyed ~~by the developer~~ to an owner, whether or not said lot is improved with a dwelling unit. A lot may include any portion or portions of any other lots designated and described on the plat when intended to be used together for one dwelling. The word lot may, when the context so requires, be used interchangeably herein with the words unit or dwelling.

R. Master Declaration shall mean and refer to the Master Declaration of Covenants and Restrictions for Cross-Creek at East Lake Woodlands, originally recorded at Official Records Book 7037, Page 0148 of the Pinellas County Public Records, and as subsequently amended.

S. ~~(p)~~ Member shall mean and refer to those owners entitled to membership as set forth herein, ~~Article VI.~~

T. ~~(q)~~ Notice shall mean and refer to:

1. ~~(i)~~ Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the Bylaws of the Association; or

2. ~~(ii)~~ Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pinellas County, Florida; or

3. ~~(iii)~~ Notice given in any other manner provided in the Bylaws of the Association.

U. ~~(r)~~ Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the land.

V. ~~(s)~~ Plat shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the land.

W. ~~(t)~~ 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 Bylaws.

X. ~~(u)~~ Unit shall mean and refer to a single family dwelling unit situated upon the land. The word unit may, when the context requires, be used interchangeably herein with the words lot or dwelling.

ARTICLE 2 H - RESTRICTIONS

2.1 ~~Section 2.01~~ Lots. The lots and units shall be used for single family residential purposes only. A single family shall include one or more persons who are all related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit. Additionally, no dwelling shall be permanently occupied by more than two persons per bedroom.

A. Business Use. No buildings or other improvements at any time situate on any lot shall be used for any business, commercial, amusement, school, clubhouse, charitable, philanthropic or manufacturing purposes, or as a professional office. 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 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. Notwithstanding the foregoing, persons working in home-based businesses and occupations may be permitted to conduct their businesses in the community. The Board may place limits on the number of business uses to be allowed in the community, and may otherwise adopt rules and regulations relating to the operation of any such businesses. The Board will consider factors such as the amount of traffic to be generated,

any anticipated noise or disturbances of neighbors, and other impact to be generated from the home business or occupation. The Board may also prohibit outside employees in connection with such business, and any other aspects of the business use that will be inappropriate or undesirable. If any business becomes a nuisance or unreasonable annoyance to the neighbors or the neighborhood, the Board can require termination or modification of such business, in such manner as determined in the Board's discretion, following notice and the opportunity for a hearing.

B. Leasing and Lease Addendum.

1. In the event a residence is leased, notice and a copy of such lease and lease addendum must be provided to the Board of Directors within ten (10) days after execution of the lease and prior to occupancy of the tenant.

2. All leases must be in writing and no lease may be for a term of less than three (3) months. Additionally, no residence shall be leased more than two (2) times in any calendar year.

3. As a condition of the right to lease a residence in the community, the owner and tenant shall be required to execute and deliver to the Association a lease addendum in a form approved by the Board of Directors, which addendum shall include the terms and conditions required of a lease, and which may also include provisions which require the tenant to pay rent directly to the Association upon an owner's delinquency of monies due the Association and which permits the Association to terminate the lease should the tenant violate the rules and regulations of the Association or any covenants contained within the Declaration.

4. Notwithstanding anything contained herein, no residence shall be leased or otherwise occupied by a sexual offender or sexual predator, as those terms are defined by Florida law. Additionally, the Association shall have the right (but not the obligation) to disapprove of a lease or occupancy of a residence by an individual with a criminal history evidencing a threat to the health, safety or well-being of the community. In the event of disapproval by the Association pursuant to the terms of this Section, the Association shall notify the owner of the disapproval within twenty (20) days from the date the lease is received pursuant to paragraph 1 above and the lease shall not be made.

2.2 Section 2.02 Vehicular Parking and Operation.

A. No vehicle shall be parked on any part of the land, except on paved streets, paved driveways and in garages.

B. No vehicles may be parked on paved streets overnight.

C. No commercial vehicles, except those present on business, and no trailers, boats, trucks of any size (including non-commercial pick-up trucks), recreational vehicles, mobile homes, golf carts, or motorcycles may be parked in the development unless parked inside garages and concealed from public view. For purposes herein, the term commercial vehicle

shall be defined as any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials, or equipment, any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans.

D. No motorcycles, motorized bikes, or other vehicles containing an exterior mounted or un-muffled motor shall be operated on Cross Creek community roads in a manner that disturbs the serenity of the community or creates a nuisance or noise disturbance to other residents.

E. All vehicles parked within the development must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate under its own power shall be parked within the development outside of an enclosed garage more than twenty-four (24) hours, and no major repair of any vehicle shall be made within the development.

F. No vehicle shall be parked in any manner (whether in a driveway or elsewhere in the development) that obstructs a sidewalk or any pedestrian walkways.

G. No garage shall be permanently enclosed or converted to other usage other than for the parking of vehicles, ~~without the substitution of another enclosed garage upon the lot and the approval of the Architectural Review Board.~~

H. All garage doors shall remain closed except when entering or exiting the garage.

I. The Board of Directors shall have the authority to adopt additional rules and regulations relating to parking in the community. Any vehicle parked in violation of the terms of this Declaration, or the Association's rules and regulations, may be towed at the homeowner's expense.

2.3 Section 2.03 Unit Plates and Mailboxes. The number of the residence shall be placed on each dwelling. ~~A mailbox and the number of the residence shall be placed on each lot. For individual mailboxes, the size, location, design, style and type of material for each such mailbox and number of the residence shall be as designated by developer or approved by the ARB Architectural Review Board.~~

2.4 Section 2.04 Signs. No sign of any character, other than pre-approved "for sale" and "for rent" signs, and professional security system alarm signs, shall be displayed or placed upon any lot, except as such may be approved in writing by the ARB Architectural Review Board. The Association may enter upon any lot and summarily remove ~~and destroy~~ any signs erected in violation of this paragraph.

2.5 Section 2.05 Aerials. No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving station or dish, antenna or appurtenances thereto, nor any other exterior electronic or electromagnetic radiation equipment, structures, devices of any kind shall be installed or maintained on the exterior of any dwelling or on any portion of any lot other than

those as may be required by Federal law. As to those satellite dishes which are less than one meter in diameter, and other communication equipment which are required to be permitted under Federal law, such equipment is to be installed in a location which will minimize its visibility to other residents in the community, so long as such location still permits proper reception. Before installing any such dish or equipment the homeowner or occupant is to provide the ARB with a sketch or other indication as to where the proposed installation is to take place, and attempt to accommodate all suggestions of the ARB as to the preferred location, as well as any screening or other measures which can reduce the visibility of the dish or equipment without adversely affecting reception or unreasonably increasing the cost. The Board of Directors or ARB may adopt additional rules and regulations for the installation of satellite dishes and antennae consistent with this section and controlling Federal and Florida law.

2.6 Section 2.06 Electrical Interference. No electrical machinery, devices, or apparatus of any sort shall be used or maintained in any dwelling which causes interference with normal telephone, computer, television, or radio reception of any other dwellings.

2.7 Section 2.07 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, except as permitted in this section. ~~No pitbull terriers are permitted within the Development.~~ Only common, domesticated, Household pets 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 shall, in the sole and exclusive opinion of Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the lot.~~ However, no pit bull or pit bull terrier, Doberman Pinscher, Chow, Rottweiler, or German Shepherd, or mixes thereof, will be allowed to be brought onto the property or any lot after the date of the amendment, since it is determined that these breeds are potentially vicious or dangerous. Any dogs which are currently residing on one of the lots at the time of the adoption of this amendment will be grandfathered in, even if they are one of the prohibited breeds of dogs mentioned above. All such dogs must be registered with the Association within thirty (30) days from the date of the adoption of this amendment on a form which is available from the Association, and once such grandfathered dog dies or vacates the lot on a permanent basis (this would include a lease of the lot to another occupant or another change in occupancy), the dog will not be allowed to return or be replaced.

A. All dogs must be kept on a hand-held leash when outside the dwelling, and the owners must immediately pick up any solid waste materials from any dogs or other pets. Cats must also be kept on a leash or in a carrier when outside the dwelling. No pets are permitted to freely roam the community. The Board of Directors may adopt additional rules and regulations to implement the restrictions contained herein.

B. In the event that the Board of Directors determines that any pet has become a nuisance due to barking, aggressive behavior, or other disturbances of the peaceful enjoyment of the property by other residents, the Board may require that such pet be removed from the property. Prior to a final decision regarding removal, the Board will provide the pet owner with notice and an opportunity for a hearing before the Board of Directors.

2.8 ~~Section 2.08~~ Nuisances.

A. No illegal, noxious, or offensive activity shall be permitted ~~or carried~~ on any part of the land or development, 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 or development. Any disturbance in the community requiring police intervention shall be automatically deemed a nuisance under this provision.

B. 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.

C. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the land.

D. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, boats, watercraft, recreational vehicles, or other items of personal property shall be parked or permitted to stand ~~for any period of time~~ overnight on the common area.

2.9 ~~Section 2.09~~ Resubdividing. The lots shall not be re-subdivided, re-platted or divided without the prior written consent of the Board of Directors, ~~developer.~~ Notwithstanding the foregoing, portions of a lot may be conveyed to the owner(s) of contiguous lot(s) in order to increase the size of the contiguous lot(s), so long as any remaining portions of the divided lot not so conveyed is independently useful for the construction of a unit that complies with the requirements of this Declaration. If all of any lot(s) is divided between the contiguous lot(s) in order to increase the size of the contiguous lot(s), then the owner(s) of the divided lot(s) shall be responsible to divide among themselves the vote and assessment responsibility of the divided lot(s).

2.10 ~~Section 2.10~~ Clotheslines, Solar Panels and Energy Saving Devices. The ARB shall have the authority to adopt reasonable rules and regulations relating to the installation of clotheslines, solar panels and other energy saving devices in the community consistent with Florida law. There shall be no exterior clotheslines or clothespoles erected, and no outside clothes drying is permitted, except where such activities are advised or mandated by governmental authorities for any energy conservation purposes, in which event the Association shall have the right to approve the portions of any lot used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls or fences if the same is visible from any street.

2.11 ~~Section 2.11~~ Mechanical Equipment. All exterior mechanical equipment, including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, storage tanks, including, but not limited to, those used for the storage of water, gasoline, oil or other liquid or any gas, and the like, shall be concealed from public view by fences walls of the same material and color as the building exterior or by an opaque landscaping screen as may be approved by the ARB. No solar heater shall be ~~allowed or~~ visible from any street. The Association may adopt additional standards and guidelines relating to the installation of solar

heaters on the dwellings.

2.12 ~~Section 2.12~~ Fences, Walls, and Hedges. No fences, walls or hedges shall be installed, except with the consent of the ARB Association. There shall be no fences or walls installed on the front of any lot. Any approved fence, wall, or hedge must be maintained in good condition at all times. The Association shall have the right to require all fences and walls throughout the development to be of a specified standard type of construction and material, and to be painted in a specific color. The ARB shall have the right to approve any other type of fences and walls, and shall further have the right to change standards from time to time as the Association deems appropriate. Notwithstanding the foregoing, the ARB shall not be authorized to approve a fence on any lot which adjoins a common area pond or natural body of water in the development without the approval of owners of all lots which adjoin the particular pond in question, which lots are: Lots 18-63, 72-77, 92-111, 116-121, and 123-126. ~~NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION SHALL NOT BE AUTHORIZED TO APPROVE A FENCE ON ANY LOT WHICH ADJOINS A COMMON AREA POND IN THE DEVELOPMENT WITHOUT THE APPROVAL OF OWNERS OF ALL LOTS WHICH ADJOIN THE PARTICULAR POND IN QUESTION, WHICH LOTS ARE: LOTS 72 THROUGH 77 FOR THE POND IN UNIT ONE AND LOTS 94 THROUGH 97; 101 THROUGH 111 AND 116 THROUGH 121 OF THE POND IN UNIT TWO.~~

2.13 ~~Section 2.13~~ Regulations. Reasonable rules and regulations concerning the appearance and use of the land and the individual lots thereon may be made and amended from time to time by the Board of Directors ~~developer or the Association as successor to the developer~~ in the manner provided by the Articles of Incorporation and Bylaws. Copies of the rules and regulations and amendments thereto shall be furnished by the Association to all owners and residents of the land upon request.

2.14 ~~Section 2.14~~ 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.

2.15 ~~Section 2.15~~ Casualties. In the event a dwelling or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the common area 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 area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

2.16 ~~Section 2.16~~ Reconstruction. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any dwelling or common area, 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 of Directors or ARB Association.

2.17 ~~Section 2.17~~ Lighting. All additions, modifications, improvements or replacements

of exterior lighting shall be consistent with the character established in Cross Creek at East Lake Woodlands and shall be limited to the minimum necessary for safety, identification and decoration. The exterior lighting of buildings for security or decoration shall be limited to conceal up lighting or down lighting and the style and type of lighting shall be compatible with the building design and materials. The source of lighting shall not be visible from streets or other common areas and no colored lenses or lamps are permitted. All additions, modifications, or improvements to exterior lighting on the lots must be approved in writing by the ARB.

2.18 ~~Section 2.18~~ Refuse and Garbage.

A. All garbage and refuse shall be placed in containers and shall be capped and stored in such a manner that they are inaccessible to animals.

B. All containers shall be kept in a clean and sanitary condition and stored inside a unit, fenced-in area screened from view, or screened from view by landscaping from streets and neighboring lots.

C. Prior to collection, trash containers may not be placed at the curbside before 6 PM the night prior to pick-up. After collection, trash containers are to be removed from the curbside as soon as possible, but in no event later than 9 PM on the evening after pick-up.

2.19 ~~Section 2.19~~ Structures and Dwellings. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) unit, except that more than one lot may be used for a unit, in which event the restriction shall apply to such lots as if they were a single lot, subject to easements recorded on the plat and reserved herein. No structure shall be erected nearer than twenty-five (25) feet from a front lot line or fifteen (15) feet from a rear lot line of a lot. No structure may be erected nearer to a side lot line than as permitted in the Pinellas County Zoning Code. All dwellings constructed on a lot must have a minimum of one thousand, four hundred (1,400) square feet of livable, enclosed, air conditioned floor area. The aforementioned measurements shall be exclusive of open or screened porches, terraces, or garages.

2.20 ~~Section 2.20~~ Window Treatments. Window treatments shall consist of draperies, blinds, shutters or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an owner moves into a unit or when permanent window treatments are being cleaned or repaired.

~~Section 2.23—Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, the developer, its successors and designated assigns, reserves the right, until such time as the developer relinquishes control of the Architectural Review Board as provided hereafter, to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to or approval by any lot owners of the development or the Association.~~

2.21 ~~Section 2.24~~ Ordinances. Every owner, their licensees, guests, invitees and tenants, shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leashes, parking ordinances, and ordinances regarding

conduct.

2.22 Section 2.25 Ponds and Lakes. All ponds or lakes that are located within the development shall be part of the common area. The use of these ponds and lakes shall be restricted to owners of lots that are adjacent to a pond or lake, but solely at their own risk. No owner shall use any pond or lake or any other drainage facility for purpose of irrigation of any part of the development. No boats, rafts or floating objects of any kind, other than small rowboats, small sailboats and canoes, none of which shall be motor driven, shall be brought or operated on any of said lakes, and no wading or swimming shall be allowed in said lakes. No permanent structures or docks shall be permitted.

2.23 Personal Property and Play Equipment. No play structures, toys, basketball goals, bicycles, scooters, water sports equipment (including but without limitation, kayaks, canoes and other floatation devices), gardening and lawn maintenance tools, construction equipment and materials (such as lumber, concrete and building supplies) or any other unapproved personal property shall be permitted to remain on the lots in view from the community streets or neighboring properties.

2.24 Hurricane Shutters. The Board of Directors and/or ARB, may adopt standards and guidelines relating to the style and operation of permanent hurricane shutters that may be installed on the dwellings in the community. Further, in recognition of the fact that owners may desire to take emergency action to protect their property in the event of a predicted hurricane, owners may install plywood or other temporary protective covering over the windows and any glass on the exterior of dwellings, but only in the event that a hurricane watch or warning has been declared for the geographical area. Further, once the hurricane watch or warning is no longer in effect for the geographical area, the protective coverings must be removed within seven (7) days. Any owner who installs protective coverings on the dwelling must also repair any damage caused by the attachment of the protective coverings within thirty (30) days from the removal of same. Additional policies and rules relating to temporary protective coverings may be adopted by the Board of Directors and/or ARB, from time to time.

2.25 Flags and Flag Poles. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and one-half (4 ½) feet by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, in accordance with, and in the manner proscribed by Section 720.304 of the Florida Statutes.

A. Flagpoles cannot exceed twenty (20) feet in height.

B. Wall-mounted flags are permitted on the front and rear of the dwelling only.

~~Section 2.26 – 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 and units. Developer may make such use of the unsold lots, units and common area without charge as may facilitate such completion and sale, including, but

not limited to, maintenance of a sales office, construction office, the showing of the Land and the display of signs and the use of lots as parking lots, notwithstanding anything contained herein to the contrary.

ARTICLE ~~3~~ III UTILITIES, EASEMENTS, AND ROADS

3.1 ~~Section 3.01~~ Easements. Perpetual easements (herein called “easements”) for the installation or maintenance of the community perimeter and entrance wall, utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as “utilities”) and drainage areas are hereby reserved to the Association developer in and to all utility easement and drainage easement areas (herein called “easement areas”) shown on the plat, which easements shall include, without limitation, the right of reasonable access over lots to and from the easement areas; ~~and~~ The Association developer shall have the right to convey such easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called “utility providers”) and who shall furnish utilities or services to the development or other property. The Association shall also have the right, but not the obligation, to install wells for the purpose of providing water supply for irrigation in the community, subject to approval by applicable governmental and regulatory agencies. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Association developer to maintain such easement areas or to install or maintain the utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such easements, or which may be served by them within easement areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any easement area, or which may reduce the size of any ponds, lakes or other water retention areas (herein referred to as “retention or detention areas”) which are shown on the plat or which may be constructed in such easement areas.

3.2 ~~Section 3.02~~ Roads and Access Easement.

A. Developer hereby grants and conveys to the owner of each and every lot in the development, their heirs, personal representatives, successors and assigns, a perpetual, non-exclusive easement appurtenant to each lot within the development for the purpose of ingress and egress by pedestrian and vehicular traffic over and across each and every road as defined hereafter; reserving, however, unto the Association developer the unrestricted right to grant like non-exclusive easements over the same roads and to grant easements for utilities to utility companies and public bodies for public utility services within the development in the same roads which are subject to this grant.

B. The term road as used herein to describe the servient tenement which is impressed with the easement shall include all roads, lanes, streets, boulevards, courts, drives, sidewalks and paths as the same may be shown on the plat or exist from time to time over, through, across and upon the land, as the same may from time to time be paved and intended for such purposes.

~~Ownership by developer of both the lots benefitted by the easement granted and created herein and of the roads which are subjected to said easement shall not cause any merger or impairment of said easement.~~

C. Every deed ~~from developer~~ of any lot in the development shall automatically carry with it as an appurtenance to such lot the easement hereby created, whether or not specifically mentioned in any such deed, and this easement shall thereafter run with one title to said lot in perpetuity

3.3 ~~Section 3.03~~ Maintenance and Ownership of Easements. If any unit is located within four (4) feet of the boundary line of any lot, the owner of such unit shall have an easement into the contiguous lot or common area, as the case may be, which easement shall be four (4) feet from the unit, for the purpose of servicing and maintaining the unit, equipment, drainage and the installation and maintenance of underground utilities. The owner of such unit shall not be liable for any damage or destruction to any landscaping or improvements within such easement area which is caused in connection with the reasonable maintenance and servicing of his unit, or any other purposes for which the easement is granted. The owners of the lot or lots, subject to the privileges, rights, and easements referred to herein ~~this Article III~~, 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.

3.4 ~~Section 3.04~~ Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency service, such as fire, ambulance and rescue services, for the purpose of ingress and egress of pedestrian or vehicular traffic over and across each and every road as shown on the plat.

3.5 ~~Section 3.05~~ Reciprocal Easements. There shall be reciprocal, appurtenant easements between each lot and such portion or portions of the common area adjacent thereto, or between adjacent lots, or both, for lateral and subjacent supports; for electrical, plumbing, sewer, telephone, cable, drainage and other convenience or utility servicing more than one lot; for overhanging roofs and eaves installed by developer and for replacement thereof; and for encroachments caused by the willful construction, reconstruction, repair, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. The extent of said easements for lateral and subjacent supports 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 four (4) 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 same is caused by the willful misconduct on the part of an owner, tenant, or the Association. Notwithstanding anything contained herein to the contrary, should electrical, plumbing, sewer, telephone, cable or other utility service to a lot cross through or under another lot (survey lot) and be in need of repair or replacement, this said repair or replacement shall not occur in the easement in the survey lot if said repair or replacement would in any way damage or

interfere with the use and enjoyment of the improvements erected on said survey lot. In such event, the utility service shall be relocated in the common area.

ARTICLE ~~4~~ IV - PROPERTY RIGHTS

4.1 ~~Section 4.01~~ Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the rights of the Association ~~developer~~ reserved herein and subject to the following provisions:

A. The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreation facility, if any, situated upon the common area.

B. The right of the Association to suspend the voting rights of a member for any period during which any assessment against his lot or unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

C. The right of the Association to dedicate or transfer all or any part of the common area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the ~~each class of~~ members agreeing to such dedication or transfer has been recorded.

D. The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the common area and in aid thereof with the assent of two-thirds (2/3) of the ~~each class of~~ members to mortgage said properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.

E. The right of the Association to take such steps as are reasonably necessary to protect the common area against an attempted foreclosure.

F. The right of the Association to grant access to police, fire, and other public vehicles.

G. The right of the ~~developer, without approval of the Association or the Membership,~~ to dedicate easements and rights-of-way over the common areas in accordance with the terms of this Declaration.

H. The right of the Association to adopt and enforce at any time rules and regulations governing the use of the common area and all facilities situated thereon, including the right to assess late fees against members as provided hereafter, which rules and regulations shall apply until rescinded or modified as if originally set forth at length in this Declaration.

I. The right of the Association to impose fines against owners, tenants and other persons, up to the maximum amount allowed by Florida law as amended from time to time, for violations of the restrictions or rules and regulations contained in the governing documents of the Association. Before any fine becomes final the person(s) proposed to be fined will be entitled to notice and an opportunity for a hearing, in accordance with any requirements of Florida law. Additional policies and procedures relating to the imposition of fines may be adopted by the Board of Directors. The Association shall also be entitled to recover all costs and attorneys' fees incurred in connection with the adoption and enforcement of the fine.

~~(i) — The right of the developer to complete construction of an installation of all roads, sewer lines, water lines, storm water drainage and other utilities.~~

~~4.2 Section 4.02~~ Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided herein, Article VIII.

~~4.3 Section 4.03~~ Limitation Upon Use of Common Areas. No owner may plant, erect or maintain any fences, hedges, walls or other improvements upon the common area except those landscaping improvements required to be installed along the street frontage of each lot between the curb line of the street to the property line. The Board of Directors of the Association may establish reasonable rules and regulations concerning the use of the common area.

ARTICLE 5 ~~V~~ - ARCHITECTURAL CONTROL

~~5.1 Section 5.01~~ Members of the ARB and Term of Office. The Association shall have an Architectural Review Board (the "ARB") consisting of three (3) members. ~~The developer shall be entitled to appoint the initial members to the ARB and replacements thereof until such time as the developer has approved the plans and construction of improvements for the last Dwelling to be constructed on the Land, or until December 31, 1995, whichever first occurs. Thereafter, each member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.~~ The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the ARB at any time, may set term limits for ARB members, and may adopt additional policies and procedures relating to the ARB as it deems necessary and appropriate from time to time, ~~except for members of the ARB appointed by the developer.~~ Notwithstanding the foregoing, the Board shall also have the authority to serve as the ARB when it deems appropriate.

5.2 ~~Section 5.02~~ Review of Proposed Construction.

A. ~~Except for the exemption in Section 9 below, n~~No building, fence, wall or other structure or improvement (including roofs, walls, doors, windows, light fixtures, landscaping, etc.) shall be commenced, painted, erected or maintained on the land, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the ARB.

B. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated are consistent with the original construction, design, and style of the dwelling and lot, and will not be detrimental to the appearance of the land as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. Additionally, no structure, alteration, or improvement may be constructed on a lot that obstructs the view of a neighboring lot to a pond, lake, or water body. The ARB shall adopt design review criteria for submissions, which criteria may be amended from time to time by the ARB. However, any proposal or plans and specifications submitted shall be subject to the criteria in effect as of ~~prior to~~ the date of submission and not to any amendments adopted after that date.

C. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

D. Until receipt by the ARB of any and all required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved.

E. The ARB shall have discretion to approve or disapprove any matters herein, however such discretion shall be subject to any decision made by the Board of Directors, which herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees.

5.3 ~~Section 5.03~~ Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate any ARB representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the ARB,

except the granting of variances pursuant to ~~Section 8~~ hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

5.4 ~~Section 5.04~~ No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold subsequent approval or consent as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent with regard to improvements on any lot.

5.5 ~~Section 5.05~~ Compensation. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARB, however, shall have the ~~power~~ authority, with the approval of the Board of Directors, to engage the services of professionals ~~to serve as members of the ARB for compensation~~ for the purposes of aiding the ARB in carrying out its functions.

5.6 ~~Section 5.06~~ Inspection of Work, and Occupancy. Inspection of work and correction of defects therein ~~and permanent occupancy of a Dwelling~~ shall proceed as follows:

A. Upon the completion of any work for which approved plans are required herein ~~under this Article V~~, the applicant (~~the "Applicant"~~) shall give written notice of completion to the ARB.

B. Within thirty (30) days after receipt of the notice of completion, the ARB or its duly authorized representative may inspect such improvements. If the ARB finds that such work was completed in substantial compliance with the approved plans, it shall so notify the applicant in writing and permanent approval ~~occupancy~~ of the improvement shall be granted. If the ARB finds such work was not completed in substantial compliance with the approved plans, it shall notify the applicant in writing of such noncompliance, specifying the particulars of noncompliance and requiring the applicant to remedy the same. ~~‡~~ The ARB shall notify the applicant within said thirty (30) day period of its approval or disapproval.

C. If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the applicant shall have failed to remedy such noncompliance, the ARB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance, ~~and, if so, the nature thereof and the estimated cost of correcting or removing the same.~~

D. If a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the applicant does not comply with the Board ruling within such period, the Association may exercise any and all remedies for non-compliance as provided for in this Declaration, the governing documents, and Florida law, including without limitation, a civil action for injunctive relief. The prevailing party in any action brought to enforce any provision contained herein shall be entitled to recover its reasonable attorneys' fees and costs, relating to enforcement efforts prior to the commencement of any lawsuit, and costs

~~and fees relating to any appellate proceedings. Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the applicant to the Association, the Board shall levy a special assessment against such applicant for reimbursement.~~

E. If for any reason the ARB fails to notify the applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

~~(f) — Permanent occupancy of any improvement for which approved plans are required under this Article V shall be prohibited until such time as a noncompliance has been remedied. This provision shall be enforceable regardless of whether a certificate of occupancy has been issued to the Applicant for the subject improvement.~~

5.7 ~~Section 5.07~~ Non-Liability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or to any owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition on the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the land, and for compliance with the design review criteria. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan of design from the standpoint of structural safety or conformance with building or other codes.

5.8 ~~Section 5.08~~ Variance. The ARB may authorize variances from compliance with any of the design review criteria when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. s ~~Such~~ variance must be evidenced in writing which must be signed by at least two (2) members of the ARB. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the owner's use of the premises.

~~Section 5.09 — Developer's Exemption. The developer shall be exempt from the provisions of this Article V with respect to alterations and additions to be made by developer and shall not be obligated to obtain ARB approval for any construction or changes in construction which the developer may elect to make at any time.~~

5.9 ~~Section 5.10~~ Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against an owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

5.10 ~~Section 5.11~~ Connecting Walls. Notwithstanding anything contained to the contrary herein, no wall, or structure, whether of wood, concrete or other material, which joins and connects two units shall be removed without approval of the Board of Directors.

5.11 Notwithstanding the foregoing, should the Association discover that any alterations or improvements which are subject to the provisions of this article, have been constructed on a lot without written approval from the ARB as required hereunder, the Association may require the removal of any such alterations or improvements, or may, in its discretion, permit the owner to submit an application for approval of the alteration or improvement, and no passage of time shall be deemed a waiver of the Association's rights as established herein.

ARTICLE 6 VI - INSURANCE

6.1 ~~Section 6.01.~~ Property and casualty insurance on the common area shall be maintained through the Association, in an amount equal to the maximum insurable value thereof. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, special assessments. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the common area. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the common area is insured for its maximum insurable value.

6.2 ~~Section 6.02.~~ The Association shall also purchase ~~liability insurance and~~ such other insurance as may be necessary ~~on~~ for protection of the common area and for the purposes of properly operating the Association. The Association ~~may~~ shall also purchase liability insurance covering the Association's directors and officers.

6.3 ~~Section 6.03.~~ The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the members through periodic assessments.

ARTICLE 7 VII - MEMBERSHIP AND VOTING RIGHTS

7.1 ~~Section 7.01~~ Members. Every owner of a lot shall be a member of the Association, ~~as designated in Section 7.02 of this Article.~~ Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment, ~~or from occupancy of a unit.~~

~~Section 7.02 Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:~~

~~(a) — Class A. Class A Members shall be all owners, except the developer for so long as the developer retains Class B voting rights as defined herein, of lots and shall be entitled to one (1) vote for each such lot so owned.~~

~~(b) — Class B. The Class B Member shall be the developer and shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A~~

membership when one of the following events occurs:

- ~~(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; or~~
- ~~(2) on December 31, 1998.~~

7.2 ~~Section 7.03~~ Joint Owners. When more than one person holds an interest in any lot, all such persons shall be members of the Association; provided, however, that owners' vote shall be exercised as ~~provided above or as~~ all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot ~~not owned by the developer.~~

ARTICLE 8 VIII - ASSESSMENTS

8.1 ~~Section 8.01~~ Purpose of Assessment. The Association shall have the authority to levy assessments against each lot or unit to be used exclusively to promote the recreation, health, safety and welfare of the residents in the development and for the improvement and maintenance of the common area, and those easement areas to be maintained by the Association, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the common area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

8.2 ~~Section 8.02~~ Assessments and Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each lot. ~~The developer, for each lot owned within the development, hereby covenants, and e~~ Each owner of any lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments and charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest at the maximum rate permitted by law, late fees, costs and reasonable attorneys' fees, shall constitute a lien upon the lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pinellas County, which notice shall state the description of the lot, the owner's name, the amount due and the date due. The lien shall be prior to and superior ~~in dignity~~ to the creation of any homestead status, but subordinate to any first mortgage as hereinafter set forth. Every owner of a lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

8.3 ~~Section 8.03~~ Special Assessments.

A. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than ~~two-thirds (2/3) of each class~~ seventy-five percent (75%) of the eligible voting

members who participate in a vote held for such purpose, in person or by proxy, provided a quorum is obtained. Notwithstanding the foregoing, a special assessment ~~authorized under Section 9.01 (f), for emergency purposes as determined in the reasonable discretion of the Board,~~ need only be approved ~~only~~ by the Board of Directors, ~~and not the two-thirds (2/3) vote of the membership.~~

B. Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all Members not less than fourteen (14) ~~ten (10)~~ days nor more than thirty (30) days in advance of the meeting.

~~In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a special assessment upon an owner for failure of the owner, his family, guests, invitees or employees, to comply with any provision of this Declaration or the Articles, Bylaws or rules and regulations of the Association, provided that the following procedures are followed:~~

~~(a) — The Association shall notify the owner of the infraction or infractions. The notice shall include the date and time of the next Board of Directors meeting at which the owner shall have the right to present testimony as to why the Special Assessment should not be imposed.~~

~~(b) — The noncompliance shall be presented to the Board of Directors at the meeting described in the notice. At such meeting, a hearing shall be conducted to obtain testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the owner not later than twenty-one (21) days after the hearing.~~

~~(c) — The Board of Directors may impose the following Special Assessments against the owner of the lot in the event a violation is found:~~

~~(i) — First Noncompliance Violation. A Special Assessment in an amount not in excess of \$100.00.~~

~~(ii) — Second Noncompliance Violation. A Special Assessment in an amount not in excess of \$500.00.~~

~~(iii) — Third and Subsequent Noncompliance Violation or Violations which are of a Continuing Nature. A fine in an amount not in excess of \$1,000.00 for each violation.~~

~~(d) — A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Section (b) above.~~

8.4 ~~Section 8.04~~ Annual Assessments. Annual assessments shall be determined for each lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, ~~the annual assessment provided for herein shall commence at the time of the closing of the purchase of a lot, and the first annual assessment shall be adjusted according to the number of months then remaining in that calendar year and may be required to be paid in advance at the time of the closing. Notwithstanding anything contained herein to the contrary, the developer, as a Class B Member, shall not be~~

~~obligated to pay annual assessments for the period of time that the developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A Members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses.~~

8.5 ~~Section 8.05~~ Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each lot and may be collected on a monthly, quarterly, or annual basis.

8.6 ~~Section 8.06~~ Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot at the time of the closing of the purchase of a lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

8.7 ~~Section 8.07~~ Remedies of the Association for Nonpayment of Assessments. In addition to the foregoing remedies, the Board of Directors may assess a "late fee" in the maximum amount permitted by law ~~of 20% of the delinquent assessment~~ for each periodic or special assessment which is more than ten (10) days delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure ~~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 the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The owner shall also be required to pay the Association any assessments against the lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the lot as owner thereof. No owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the common areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pinellas County, Florida.

8.8 ~~Section 8.08~~ Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any lot shall not affect the assessment lien. Any first mortgagee which obtains title to a lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such lot or chargeable to the former owner thereof which became due prior to the acquisition of title by said mortgagee, provided that first mortgage holders, or a subsequent holder of such first mortgage, must pay such amounts toward delinquent assessments as provided for in the Florida Statutes from time to time, when such mortgage holder takes title to a lot as a result of a foreclosure or deed in lieu of foreclosure. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all owners, including the

acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the unit from the lien for assessments made thereafter. No sale or transfer shall release such lot from liability for any assessment thereafter becoming due. Any person or entity other than the first mortgagee or the Association, taking title to property, as a result of foreclosure or otherwise, shall be responsible for all past-due amounts due to the Association, including costs, interest, and attorneys' fees.

8.9 ~~Section 8.09~~ Exempt Property. All ~~properties dedicated to and accepted by a public authority and all~~ properties owned by the Association shall be exempt from assessments created herein, and as such, shall not be liable individually, or jointly and severally with any prior owner, for assessments that came due during any period of ownership prior to the Association's ownership.

8.10 ~~Section 8.10~~ Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the development, then said municipality or governmental authority shall have legally enforceable liens against all land and each residential unit in the development and the same enforcement rights afforded the Association.

ARTICLE 9 ~~IX~~ - TITLE TO COMMON AREA AND MAINTENANCE

~~Section 9.01.~~ The responsibility for maintenance of the common areas and lots within the development shall be as follows:

9.1 ~~(a)~~ Common Areas. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the common areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, and in particular, the Association shall be responsible for the maintenance of the storm facilities located within the development, whether on common area or a lot. The maintenance of the storm water facilities and surface water management system shall be in accordance with regulations and requirements of the Southwest Florida Management District pursuant to the permit issued for the installation of the storm water facilities and surface water management system in this development. In the event any of the storm water facilities are located on or under a lot and not in common area, the Association is hereby granted an easement to enter upon said lot for the purpose of the aforementioned maintenance. The roads that are part of this development are private in order to insure security. They are not dedicated to the public as in other subdivisions and, therefore, the cost and responsibility of road maintenance shall be borne by the Association. Notwithstanding anything contained herein to the contrary, each lot owner shall be required to maintain that portion of the common area, if any, located adjacent to the property line of his lot which lies between the curb of the street and the front property line of the lot. This area shall be required to be maintained with sod, tree landscaping and irrigated as required by the ARB.

9.2 ~~(b)~~ Perimeter Walls. Any walls, entrance area signage and lighting, and landscaping that ~~may be~~ have been erected around the perimeter of the development by the developer or the Association, whether on the common area or a lot, shall be maintained by the Association.

9.3 Association Responsibility for Maintenance of the Lots and Units. The Association shall be responsible for services and routine maintenance of portions of the lots and units in the community in the following manner:

A. Routine maintenance of lawns, landscaping and trimming of trees, other than palms, up to ten feet

B. Trimming of palm trees two (2) times per year.

C. Irrigating, trimming, fertilizing, weed, insect, and disease control for lawns and landscaping;

D. Routine maintenance of irrigation systems (including sprinkler head replacement if necessary);

E. Maintenance and cleaning of community sidewalks;

F. Exterior painting of the dwellings every seven (7) years;

G. Cleaning of roofs every seven (7) years prior to painting;

H. Application of mulch (every odd numbered year);

I. Repair and replacement of individual mailboxes at those units not served by community gang mailboxes;

J. Basic cable services, which shall be a common expense collected in the same manner as regular assessments;

K. Trash and recycle pickup.

L. For purposes of clarity, and in furtherance of the unit owner responsibilities described herein below, the Association shall not be responsible for replacement of dead or dying lawns, landscaping, or trees, nor shall the Association be responsible for replacement of or repairs to irrigation systems, walkways, driveways, roofs, or exterior stucco.

9.4 (e) Lots/Units. Each owner shall be responsible for the maintenance of his lot and the unit and any improvements located thereon. Unit Owner Responsibility for Maintenance of the Lots and Units. With the exception of routine maintenance to be performed by the Association as described ~~herein paragraph (e) above~~, each owner shall be responsible to maintain his lot and the unit and any improvements located thereon in a neat, attractive, and first class condition. All landscaped areas shall be primarily grass or plantings, and shall not be paved or covered with gravel or any artificial surface. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly removed and replaced by owners. The exterior of all units, including, but not limited to, roofs, walls, doors, windows, patio areas, screenings, and awnings shall also be maintained in a first-class condition. ~~and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with the original colors as constructed, or with such~~

~~other colors as are harmonious with other units and approved by the Association, and no excessive rust deposits on the exterior of any unit, peeling of paint, or discoloration of same shall be permitted. In addition to the foregoing, and without limitation, unit owners shall also be responsible for the following:~~

A. All structural repairs, including maintenance and repair of stucco and wood on the exterior of the dwellings.

B. Other than palm trees, trimming of trees above a height of ten (10) feet, and replacement of dead or dying lawns, landscaping and trees.

C. Cleaning, replacement of, or repairs to driveways, walkways, and patios. Specifically, all walkways, driveways and parking areas within a lot or serving the owner's unit shall be clean and kept free of debris; and all cracks, damaged or eroding areas on same shall be repaired, replaced or resurfaced as necessary.

D. The cost of replacement and/or major repairs to an individual irrigation system located on a specific lot, which repairs or replacement may be made by the Association's contractor while performing routine maintenance on same, and shall be chargeable against the lot owner only after securing owner approval.

E. Replacement of and/or repairs to the roofs.

F. Cleaning of roofs when needed in between the cleaning performed by the Association every seven (7) years.

G. Repair and replacement of fences.

F. Prevention and control of erosion on a lot, and/or repair of any damage to a lot caused by natural erosion.

9.5 Alterations and Improvements. No unit owner may change, modify, or alter the exterior appearance of a unit or lot without approval in writing from the ARB. Any modifications, additions, or substitutions to the exterior of a unit or the landscaping on any lot must be approved in writing by the ARB.

~~No unit owner may change the exterior color of his unit without the consent of the Association. All sidewalks, driveways and parking areas within a lot or serving the owner's unit shall be clean and kept free of debris; and all cracks, damaged or eroding areas on same shall be repaired, replaced or resurfaced as necessary.~~

~~(d) — Landscaping. Initial landscaping of a lot shall be done by the developer, and any material modifications, additions or substitutions thereof must be approved by the Association. The owner of each lot containing a unit shall be required to maintain the landscaping on his lot in accordance with the landscaping plans approved by the Association, and in accordance with the provisions of this Declaration and the requirements of any controlling governmental authority. All such landscaping shall be maintained in a first class, neat and attractive condition and appearance and, mowing, watering, trimming, fertilizing, weeding, and insect and disease control~~

shall be performed by the owner, as reasonably required. All landscaped areas shall be primarily grass or plantings, and shall not be paved or covered with gravel or any artificial surface without the prior consent of the Association. All dead or diseased sod, plants, shrubs, trees or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. Each owner shall be required to maintain the irrigation system, including the timer, installed by the developer so as to be fully operable and upon a schedule as may be prescribed by the Association.

~~(a) Association's Election. NOTWITHSTANDING THE PROVISIONS OF SUBPARAGRAPHS (c) AND (d) ABOVE, THE ASSOCIATION BY ITS BOARD OF DIRECTORS MAY ELECT TO MAINTAIN ALL OR ANY PORTION OF THE EXTERIOR OF THE UNITS SUCH AS EXTERIOR PAINTING OF UNITS (INCLUDING WING WALLS) AND CLEANING OF ROOFS, AND MAY ALSO ELECT TO MAINTAIN THE LANDSCAPING, SPRINKLER SYSTEMS, SIDEWALKS, PATHS OR OTHER IMPROVEMENTS ON EACH LOT OUTSIDE OF THE UNIT IF THE ASSOCIATION DEEMS IT IN THE BEST INTEREST OF THE DEVELOPMENT IN ORDER TO MAINTAIN A UNIFORM APPEARANCE PROCEDURE OF MAINTENANCE. IN THE EVENT THE ASSOCIATION ELECTS TO PERFORM SUCH MAINTENANCE, THEN THE COST OF THE SAME SHALL BE A COMMON EXPENSE ASSESSABLE TO EACH OWNER PURSUANT TO ARTICLE VIII AND TO THE EXTENT THE ASSOCIATION SO ELECTS TO PERFORM SAID MAINTENANCE THE UNIT OWNERS SHALL BE RELIEVED FROM THEIR OBLIGATION TO SO MAINTAIN PURSUANT TO PARAGRAPHS (c) AND (d) ABOVE.~~

9.6 (f) Owner Default. In the event an owner fails to maintain his lot, unit, landscaping or other improvements which he is required to maintain pursuant to Paragraphs (c) and (d) above, the Association shall have the right, but not the obligation, to go upon such lot and to do anything and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition as required by Sub-section (c) and (d) above, all at the expense of the owner of such lot, which expense shall be due to the Association upon demand and collectible in the same manner as regular assessments, payable by such owner to the Association on demand as a special assessment, pursuant to Section 8.03. The Association shall have a reasonable right of access and entry upon any lot to do work reasonably necessary for the proper operation and maintenance of the community Development pursuant to this paragraph.

~~Section 9.02 Title to Common Area. The developer may retain legal title to the common area until such time as it has completed improvements thereon and until such time, as in the opinion of the developer, the Association is able to maintain the common area. The developer shall convey and the Association shall accept such conveyance of the common area, free and clear of all liens and encumbrances, except this Declaration, restrictions of record at the time of the conveyance of the common area to the Association, real and personal property taxes for the year in which the conveyance takes place, easements of record in favor of the adjoining condominium properties and any easements created or allowed by the terms of this Declaration. Said conveyance shall take place not later than the developer's relinquishment of control over the ARB.~~

ARTICLE 10 X - REMEDIES

10.1 ~~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, the Association 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 Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof. Additionally, the prevailing party in any action to enforce this section shall recover its reasonable attorney fees and costs, relating to enforcement efforts prior to the commencement of any lawsuit, and costs and fees relating to any appellate proceedings.

10.2 ~~Section 10.02~~ Special Assessment Fines for Noncompliance. In addition to the above remedies, the Association may impose fines against owners, tenants and other individuals as provided elsewhere herein. The Association may also commence a civil action for injunctive relief to enforce the provisions of this Declaration, the rules and regulations adopted by the Association or any other governing documents of the Association. The prevailing party in any action to enforce the Association's restrictions shall be entitled to recover all costs and attorney fees associated therewith, including costs and fees relating to enforcement efforts prior to the commencement of any lawsuit, and costs and fees relating to any appellate proceedings. ~~there may be levied a Special Assessment for noncompliance as described in Article VIII, Section 8.03 of this Declaration.~~

ARTICLE 11 XI - MISCELLANEOUS

~~Section 11.01 – 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 and 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 thirty (30) 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 11.02 – Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by developer by any part or paragraph 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. None of the provisions of this Section 11.02 shall apply to or affect the provisions of Article VI.~~

~~Section 11.03 – Developer's Rights. Developer reserves and shall have the sole and exclusive right:~~

~~(a) — To modify and amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the units or lots without acquiring the approval or joinder of any other unit owner or mortgagee.~~

~~(b) — To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other owners or mortgagees. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structure on a lot shall be conclusively deemed to be within the authority and right of developer under this subsection.~~

~~(c) — To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other unit owner or mortgagee.~~

~~(d) — To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.~~

~~(e) — Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the developer shall be entitled to use any unsold lot as an aide in selling lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the development signs advertising the sale of lots, construction trailers and sales trailers. The developer shall further have the right to complete construction of all improvements to the common area contemplated by its development plan and to transact, on the development, any business to consummate the sale of lots, and all sales office and model furniture shall not be considered Association property and shall remain the property of the developer.~~

~~(f) — To amend this Declaration to add additional property to be subject hereto, and which shall be developed in a similar manner as the property described in Exhibit A, which annexation shall be accomplished by the developer executing and recording in the Public Records of the County in which the subject property is located an amendment executed solely by the developer.~~

~~Section 11.04 — Additional Covenants. No owner, without the prior written approval of developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.~~

11.1 ~~Section 11.05~~ Termination. These covenants, conditions and restrictions, as amended and added to from time to time, and 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 land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the owners representing seventy-five percent (75%) of the votes of lots has been recorded in the Public Records 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.

11.2 ~~Section 11.06~~ Amendment. ~~Subject to the provisions of Section 11.03(b) hereof, t~~
The covenants, conditions and restrictions of this Declaration may be amended upon approval by

a vote of seventy-five percent (75%) of the members who are entitled to vote and who participate in the voting, in person or by proxy, at a duly noticed membership meeting, provided that a majority of membership participates. If an amendment is approved, a certificate of amendment will be signed by the president or vice president, and shall be placed on ~~of~~ record in the office of the Clerk of the Circuit Court where the land is located. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration would affect the surface water management system shall be effective without the prior written approval of the Southwest Florida Water Management District.

11.3 ~~Section 11.07~~ Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, ~~but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.~~ Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a unit interest or its appurtenances.

11.4 ~~Section 11.08~~ 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 any such covenants or restrictions; 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 herein ~~this Section 11.08~~ shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association ~~developer, his 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.

C. In any proceeding arising because of alleged failure of an owner to comply with the terms of this Declaration, its exhibits or regulations adopted pursuant thereto, as said documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including costs and fees associated with pre-litigation efforts and any appellate proceedings.

~~Section 11.09 Annexation. While at the time of the recording of this Declaration, the covenants, conditions and restrictions contained herein apply only to the property described in Exhibit A, developer does reserve the right, in its sole discretion, to annex to the terms of this Declaration additional lands that it owns adjacent to that described in Exhibit A. As provided previously for amendments, said annexation may be accomplished solely by the developer without the joinder or consent of the Association, owners or the holders of liens on lots. There is~~

~~no obligation on the part of the developer to make such an annexation, but at the time an amendment of annexation is recorded, said annexed land shall become subject to the terms and conditions of this Declaration.~~

11.5 ~~Section 11.10~~ Severability. The invalidation of any provision or provisions of the covenants set forth herein 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.

11.6 ~~Section 11.11~~ 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.

11.7 ~~Section 11.12~~ Conflicts. ~~In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control. The provisions of this Declaration, the Articles of Incorporation, and the Association Bylaws shall be interpreted, construed, and applied to avoid inconsistencies or conflicting results whenever possible. However, if such conflict necessarily results, the provisions of this Declaration control over anything in the Articles or Bylaws to the contrary, and the Articles shall control over the Bylaws.~~

~~Section 11.13 – Inapplicability of Condominium Act. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.~~

~~IN WITNESS WHEREOF, developer has caused this instrument to be duly executed the date and year indicated.~~

END OF PROPOSED DECLARATION