

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
CHATEAUX DES LACS

THIS DECLARATION is made this 25<sup>th</sup> day of February 1987 by CHATEAUX PARTNERS, LTD., a Florida Limited Partnership (the "Developer"), by and through CHATEAUX DEVELOPERS, INC., its General Partner.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create a residential community on such property with open spaces and other common facilities for the benefit of such community, to be known as "CHATEAUX DES LACS" (the "Development"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of its common properties and Marina facility; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the Development, to delegate and assign to a newly formed nonprofit corporation the powers of maintaining and administering common properties and facilities and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a nonprofit corporation, "CHATEAUX DES LACS HOMEOWNER'S ASSOCIATION, INC.", for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, Developer declares that the real property described in Article II, and such additions to such real property as may have made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I  
TERMINOLOGY

1.1 Definitions. The following words shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

(b) "Assessment" means any Periodic Assessment, Special Assessment or other charge as described in Article V hereof.

(c) "Assessment Period" shall mean a calendar quarter commencing the first day of January, April, July and October, respectively of each year, unless otherwise provided by the Board of Directors.

(d) "Association" shall mean and refer to CHATEAUX DES LACS HOMEOWNER'S ASSOCIATION, INC., whose purpose is to administer the Development in accordance with the provisions of the Land Use Documents.

(e) "Board" means the Board of Directors of the Association,

(f) "Bylaws" mean the Bylaws of the Association. A copy of which is attached hereto and incorporated herein by reference as Exhibit "B".

(g) "Common Properties" means and refers to those areas described in Exhibit "C" hereto as Property other than lots 1 through 34, inclusive, including the Marina therein described, as well as any additional parcels of land on the Plat as the Developer may from time to time designate as Common properties or as is presently dedicated on the Plat for purposes other than for fee simple ownership by the Owner of the lot.

(h) "Developer" means CHATEAUX PARTNERS, LTD., a Florida limited Partnership, and its successors and assigns. Any right specifically reserved to Developer in any instrument of conveyance shall not inure to the benefit of recorded instrument to such successor or assigns unless such rights are assigned by Developer in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Developer. Developer may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to Developer as the Developer is not intended, and shall not be construed, to impose upon Developer any obligation or liability for the acts of omissions of third parties who purchase lots within the Development from Developer and develop and resell such lots.

(i) "Development" means CHATEAUX DES LACS, a subdivision or development comprised of thirty four (34) single family' lots plus Common Properties located upon the Property, all as described in aforementioned Exhibit "C" hereto.

(j) "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Property.

(k) "First Mortgagee" shall mean and refer to an Institutional lender who holds a first mortgage on a Lot and who has notified the Association in writing of its interest in the Lot.

(l) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts 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.

(m) "Land Use Documents" shall mean this Declaration, the Architectural Review Board Planning Criteria, the Articles, Bylaws, the Rules, as such may be promulgated from time to time, and all other Documents listed in the exhibit Index attached hereto.

(n) "Lot" shall mean and refer to each portion of land shown upon the Plat which has been designated by the Developer to contain one Dwelling Unit.

(o) "Marina" shall mean the marina and dock area constructed or to be constructed on the Property as described in Exhibit "D" hereto.

(p) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(q) "Notice" shall mean and refer to:

(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

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

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

(r) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgagee, shall not mean or refer to the mortgagee unless and, until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(s) "Plat" means that plat of the Development recorded in Plat Book 96 at Pages 4, 5, 6 of the public records of Pinellas County, Florida.

(t) "Property" shall mean and refer to the property described in Section 1 of Article II of this Declaration.

(u) "Rules" mean any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under any Land Use Document.

(v) "Single Family" shall mean and refer to either a single person occupying a Dwelling Unit and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a Dwelling Unit and living together and maintaining a common household, including not more than one authorized tenant; or not more than two (2) unrelated persons occupying a Dwelling Unit

as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(w) "Unimproved Lot" shall mean and refer to a Lot owned by the Developer for which a certificate of occupancy or completion for a dwelling has not been issued by the appropriate governmental authority.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 Existing property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pinellas County, Florida, and is more particularly described as Lots 1 through 34 inclusive of CHATEAUX DES LACS, according to the Plat thereof, as recorded in Plat Book 96 at Pages 4, 5, 6 of the Public Records of Pinellas County, Florida, and as further described in Exhibit "E", which is attached hereto and incorporated herein as reference.

2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Developer. Developer may from time to time bring other land under the provisions hereof by recorded supplemental declaration (which shall not require the consent of Owners or the Association or any mortgagee) and thereby add to the Properties.

(b) Additions by Approval of Members. Without restriction upon Developer to add to the Properties in the manner provided to the foregoing Paragraph (a), upon approval in writing of the Association pursuant to a vote of its Members as provided in the Articles, the Owner of any property who desires to add to the scheme of this Declaration and to subject it to the Jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

(c) Additions by Merger. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Property together with the Covenants and Restrictions established upon any other property as one scheme.

2.3 Site Plan Changes. Developer reserves the right to make such revisions and/or modifications to any plat or site plan as are required by appropriate governmental authorities or at Developer's sole discretion with the approval of the appropriate governmental authorities.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION: TURNOVER

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

3.2 Voting Rights. The Association shall have two (2) classes of voting membership.

(a) Class "A". Class "A" Members shall be all those owners as defined in Section 3.1 of this Article III with the exception of the Developer. A person or entity who owns a Lot, including all builders, whether the lot is unimproved or contains a Dwelling Unit, for resale to another party for occupancy shall be a Class "A" Member. Class "A" members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 3.1 of this Article III. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The Bylaws may establish procedures for voting when the title to a Lot is held in the name of a partnership, a corporation, a trust, or more than one person or entity.

(b) Class "B".

(i) The Class "B" Member shall be Developer. The Class "B" Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Section 3.1 of this Article III.

(ii) Developer shall have the right to elect or appoint all members of the Board of Directors until title to ninety-five Percent (95.0%) of all Lots have been conveyed by Developer, a dwelling has been constructed on all such Lots (95.0% of the total Lots), and such Lots with dwellings have all been conveyed by the builders to owner-occupants.

(iii) Developer shall have the right to elect or appoint a majority of the Board of Directors of the Association until the occurrence of the earlier of the following events: (A) one (1) year after the Developer no longer holds title to or any interest in any portion of the Property; or (B) the relinquishment by Developer of its right to elect or appoint a majority of the Board of Directors of the Association.

3.3 Turnover. Within ninety (90) days after Developer no longer has the right to elect or appoint a majority of the Board, the Members shall assume control of the Association and the Association shall conduct a Special Meeting of the membership (the "Turnover Meeting" for the purpose of electing the Board of Directors. However, as long as Developer is the Owner of one (1) Lot, Developer shall be entitled to appoint one (1) Member to the Board of Directors.

3.4 Additional Membership Categories. The Bylaws may provide for additional membership categories, which categories shall not have any voting privileges. The term "Member" or "Membership" as used in the Land Use Documents shall not apply to any such additional membership categories. The Bylaws shall provide for the rights and obligations of any additional membership categories.

## ARTICLE IV

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.1 Members' Easements of Enjoyment. Subject to the provisions of Section III and the additional provisions of this Declaration, every Member his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress or egress over the streets, roadways and walkways on the Common Properties for purposes of access to the Member's Lot, which right of ingress or egress shall not be subject to any fees or charges.

4.2 Title to Common Properties. Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and, until such time as in the opinion of Developer, the Association is able to maintain the Common Properties. Developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association, free and clear of all liens and encumbrances, except this Declaration, covenants, easements, reservations, and restrictions of record at the time of the conveyance of the Common Properties to the Association, rights of governmental authorities, the Plat, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration not later than the date of the Turnover Meeting described in Section 3.3 of Article III.

(a) Even though legal title to the Common Properties shall be in the name of the Association, rights to use the Common Properties shall not be conveyed without conveyance of the Lots, and the Common Properties shall not be conveyed by the Association.

4.3 Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid, or for a period to be determined by the Board of Directors for any violation of this Declaration, the Association's Articles, Bylaws or published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members provided that no such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which (30) days' prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy was obtained, agreeing to such dedication or transfer;

(c) The right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;



(d) The right of Developer, without approval of the Association or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration;

(e) The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, including the right to assess late fees against Members as provided in Article VI, which rules and/or regulations shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(f) The right of the Association to grant to governmental agencies the right to install water, sewer, drainage and irrigation facilities within the Common Properties;

(g) The right of Developer, its successors and assigns, to permit persons other than Members and designated persons to use certain portions of the Properties and recreational facilities that may be constructed thereon under such terms Developer, its successors and assigns, may from time to time desire without interference from the Association. The right to the use and enjoyment of the Common Properties and facilities thereon shall extend to each permitted user's immediate family who reside with the user, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations;

(h) The easements described in Sections 4.4, 4.5 and 4.6 of this Article IV.

4.4 Utility and Irrigation Easements. There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties and the Properties in addition to those easements already reserved.

4.5 Easement for Governmental, Health, Sanitation, and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

4.6 Developer's Construction and Sales Activities. In addition to the property rights granted in this Declaration as Developer, as an Owner or otherwise, Developer is extended the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Developer to construct or sell, or promote, in the Development or any contiguous subdivision or Development or to carry out any responsibility of the Developer to Owners in such subdivisions, including but not limited to the right to use the street in front of any Model Areas designated by Developer for parking by visitors and staff, to use any part of the Common Properties for location of Developer's sales center, to maintain and show model homes, to have employees in its office, and to use the Common Properties. Notwithstanding any other provision in the Declaration, Developer is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot.

4.7 Use of Marina.

(a) The right to occupy and use dock slips at the Marina may be purchased by Lot Owners.

(b) Once a Lot Owner has purchased the right to occupy and use a dock slip, such right of occupancy and use may be conveyed by such Lot Owner to another Lot Owner in the Development.

(c) All expenses for maintenance of, and security for, the Marina shall be prorated among all the owners of dock slip occupancy and use rights, and shall be payable at the same time and in the same manner as Periodic Assessments.

(d) All owners of dock slip occupancy and use rights and their family members, guests and invitees shall be bound by and shall comply with such Boat Slip Rules and Regulations as may be promulgated from time to time by the Association.

(e) If at any time the owner of dock slip occupancy and use rights is more than thirty (30) days delinquent in making any required payment or violates such Boat Slip Rules and Regulations as may be reasonably promulgated by the Association, the Association shall have the option to cancel the right to occupancy and use relating to such dock slip until such time as the delinquency or violation is cured.

## ARTICLE V

### COVENANTS FOR ASSESSMENTS

5.1 Creation of the lien and Personal Obligation of Assessments. Developer, for each Lot owned by it within the property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Periodic assessments or Charges; (2) Special Assessments for capital improvements; and other expenditures by the Association hereinafter provided. The periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

#### 5.2 Purpose and Basis of Assessments.

(a) Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Development and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(b) "Periodic Assessments" shall mean all assessments for the purposes described in this Section 5.2, except for Special assessments described below.

(c) "Special Assessment" may be levied by the Board in any Assessment Year applicable to that year only, for the purpose defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

(d) 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 in this Declaration or the Articles, Bylaws or Rules and Regulations of the Association, provided that the following procedures are followed:

(i) 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.

(ii) 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 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.

(iii) The Board of Directors may impose the following Special Assessments against the Owner of the Lot in the event a violation is found;

(AA) First Noncompliance for Violation. Special Assessment in an amount not in excess of \$100.00.

(BB) Second Noncompliance for Violation. Special Assessment in an amount not in excess of \$500.00.

(CC) Third and Subsequent Noncompliance Violation or Violations which are of a continuing Nature. A fine in an amount not to exceed \$1,000.00 for each violation.

(iv) 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 Subsection (d) (ii) above.

#### 5.3 Date of Commencement of Periodic and Special Assessments; Due Dates; Assessment Period.

(a) Periodic Assessments shall commence as to each lot on the first day of the first full calendar month following the date of conveyance by the Developer to a Class "A" Member.

(b) The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments (Periodic or Special) shall be payable in advance in one payment or in monthly or quarterly installment if so determined by the Board.

#### 5.4 Maximum Amount of Periodic and Special Assessments.

(a) Until the Turnover Meeting, the Periodic Assessments for all Class "A" Members shall be established by the Developer. In this regard, a copy of the Estimated Monthly Budget for the year should be attached hereto and incorporated herein by reference as Exhibit "F",

(b) Until the Turnover Meeting, the Developer shall not pay any Periodic Assessments or Special Assessments, but Developer shall pay the difference in cost between the sum of all Periodic payments collected from Class "A" Members and the actual cost of operation of the Association. The Developer may increase the Periodic Assessments from time to time (prior to the Turnover Meeting) to cover any increase in the actual cost of operation of the Association. Developer may at any time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter Developer may again elect to follow the procedures specified in the two preceding sentences.

(c) After the Turnover Meeting, Developer shall not be obligated to pay a Periodic or Special Assessment on any unimproved Lot owned by the Developer.

(d) As to each Class of Members. Periodic and Special Assessments shall be at a uniform rate for each Lot.

(e) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover Meeting, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessment may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

#### 5.5 Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare budgets and a roster of the Lots and Marina dock slips and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment year.

(b) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### 5.6 Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees.

(a) If any assessment against a Lot or Marina dock slip is not paid on the date when due as established pursuant to Section 3, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations.

(b) No voluntary sale of any lot shall be effective, nor shall any marketable title be conveyed unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessments to date relative to both his lot and Marina dock slip, if applicable. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed by acceptance of the deed to have assumed and to be liable for such past-due assessments. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(c) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted under Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the lot; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of any and all attorneys fees incident to collection whether or not suit is brought including attorneys' fees on appeal. In the event a judgment is obtained such judgment shall include interest on the

assessments and a reasonable attorneys' fee to be fixed by the Court together with costs incident to the action.

(d) In addition to the foregoing remedies, the Board of Directors may assess a "Late Fee" of twenty percent (20.0%) of the delinquent assessment for each Periodic or Special Assessment which is more than ten (10) days delinquent.

#### 5.7 Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such Lot which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

(b) Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due relative to such Lot or Marina dock slip, if applicable, or from the lien of any -such subsequent assessment. Any such subsequent assessment shall be subordinated to the lien of a First Mortgage placed upon the lot prior to the time of the recording of such subsequent assessment lien.

5.8 Exempt Property. There shall be exempted from the assessments, charges and liens created herein (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use, (b) any Unimproved Lot retained by the Developer after the Turnover Meeting described in Section 3.3 of Article III.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

6.1 Creation of Board. All Lot Owners and this Association shall be bound by the decisions of the Architectural Review Board (the "ARB") of the Association, which body is hereby created. No building, fence, driveway, patio, paved area (other than platted streets), wall or other structure shall be commenced, erected or maintained upon any lot located within The Property or Additions to The Property nor shall any exterior addition to or change or alteration be made to any previous improvement on to lot, until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the ARB, in accordance with the Planning Criteria attached hereto and incorporated herein by reference as Exhibit "G". Upon each submission of plans and specifications for ARB review, the Lot Owner shall also remit a check in the amount of \$150.00 payable to the Association to be applied against costs and expenses incurred in the review process. To the extent required by the ARB all structures shall reasonably blend with the natural surroundings. In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall not be required and this Article shall be deemed to have been fully complied with. One (1) copy of all plans and specifications shall be furnished to the Association for its records.

6.2 Members of Board and Term of Office. The ARB, if and when it exists, shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of said persons shall hold office until all lots have been conveyed by Developer, or sooner at the option of Developer. Thereafter, each new 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, except for members of the ARB appointed by Developer.

6.3 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. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

6.4 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 to engage the services of professionals to serve as members of the ARB for compensation for purposes of aiding the ARB in carrying out its functions.

6.5 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 Properties, 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 or design from the standpoint of structural safety or conformance with building or other codes.

6.6 ARB Approval Mandatory. ARB approval of plans as provided in this Section shall be an absolute and unwaivable condition precedent to the initiation of construction.

6.7 Developer's Exemption. Developer shall be exempt from the provisions of this Article VI 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 to construction which Developer may elect to make at any time.

6.8 Commencement and Completion of Construction and Use. Construction of all homes must commence within twelve (12) months after the date of transfer of title to the Owner of each Lot or completion of the Development, whichever should first occur. The exterior of all houses and other structures must be completed within six (6) months after the construction of same shall have commenced, except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, natural calamities, or when expressly waived in writing by Developer; and all houses and other structures on the Property and the Additions to the Property shall be used for residential purposes exclusively.

6.9 Guest Suites. A guest suite or like facility may be included as part of the main dwelling or as an accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and that such guest suite would not result in overcrowding the site.

6.10 Planning Criteria. Developer, in order to provide guidelines to Owners concerning construction and maintenance of residences located on or within the Property and Additions to the Property, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria"), which is, as aforementioned, attached as Exhibit "G". Developer declares that the Property and Additions to the Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "G", as amended from time to time by the ARB.

6.11 Duties. The ARB shall have the following powers and duties:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of which the Association has notice. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(b) To approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations thereupon. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structure and topography;



(c) To approve any such building plans and specifications and all grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB shall determine that said improvement, alteration, addition, or change is not consistent with the development plan formulated by the Developer of the Property and Additions to the Property or contiguous lands thereto;

(d) To require to be submitted to it for approval of any samples of building materials proposed or other data or information necessary to make its decision;

(e) To require each Owner to submit two (2) sets of plans and specifications to the ARB prior to applying for any commitment for construction financing and/or obtaining a building permit. One set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approval of plans or specifications must be evidenced by the signatures of at least two (2) members of the ARB on the plans or specifications furnished.

(f) In addition to the ARB, the Association shall have the authority, from time to time, to include within the promulgated Planning Criteria other restrictions, or amendments to existing restrictions, regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and other such restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB.

6.12 Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with Developer and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, Developer, and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB, the Developer, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorneys fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of any judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees, shall not be liable to an Owner for any damages or injury to the property or person of the Owner unless caused by deliberate action of the ARB, the Developer or the Board of Directors.

## ARTICLE VII

### INSURANCE

7.1 Obligation of Association. The Association shall obtain and maintain insurance as follows:

(a) Property and casualty Insurance on the Common Properties including the Marina 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 Properties. 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 Properties Including the Marina is insured for their maximum insurable value.

(b) The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability Insurance covering the Association's Directors and Officers.

(c) The premiums of all insurance policies purchased by the Association on Common Properties other than the Marina shall be deemed to be general expenses for the Association and shall be paid by the Members through the Periodic Assessments against each Lot. Owners of Dock Slip occupancy and use licenses shall be solely responsible for insurance premiums relative to the Marina, through periodic assessments against their lots.

## ARTICLE VIII

### MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

#### 8.1 Preamble.

(a) The responsibility for the maintenance of the Properties is divided between the Association and the Owners. Maintenance of the Lots and the area between an Owner's Lot line and the edge of the road in front of the Lot shall be the responsibility of the Owners. The maintenance of the Common Properties shall be the responsibility of the Association.

(b) The Board of Directors shall have the right to require the Members to maintain their Lots in a manner befitting the standards of the Development; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or materials as may be located on the Lot.

#### 8.2 Exterior Maintenance Responsibility of Owner.

(a) The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Lots. In the event any Owner has failed to maintain the exterior of his Dwelling Unit or Lot in accordance with general standards of the community then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem within thirty (30) days after receipt of such notice, the Board of Directors, In addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each dwelling it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the property and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat, and attractive condition. The Lots and any Dwelling Units or other buildings or improvements thereon shall be kept in good, safe, clean, neat and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished, painted and attractive condition.

(c) Upon the failure to maintain the premises as aforesaid to the reasonable satisfaction of Developer or the Association. and upon' the Association's or Owner's failure to complete such remedial action as may be required within thirty (30) days after receipt of written notice by Developer or the Association, the Developer or the Association may enter upon such premises and make such Improvements or corrections as may be necessary. Written notice need not be given in the case of emergency and the Developer or the Association may without any prior notice directly remedy the problem.

(d) Such entry by Developer or the Association or its agents shall not be a trespass and by acceptance of a deed for a lot or Dwelling Unit, or by the recordation of these Covenants and Restrictions such party has expressly given the Developer and the Association the continuing permission to do so, which permission may not be revoked.

(e) All Lots not containing an occupied Dwelling Unit or one under construction shall be maintained by Owner as follows:

- (i) Mowed every two (2) weeks during the April 15 to November 1 period and once per month during the November 1 to April 15 period.
- (ii) Edged and trimmed once per month, regardless of mowing cycle.

Failure of an Owner to comply with the foregoing schedule shall result in performance of requisite maintenance by Developer, Association, or an agent of the foregoing, at a charge to Owner of \$250.00 per occurrence, such charge to be assessed and collected as provided in this Article VIII.

8.3 Assessment of Costs. The costs of exterior maintenance which is not performed by the Association as part of its regular maintenance responsibilities shall be assessed against the Lot upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment to which such Lot is subject under Article V hereof, or become a Special Assessment for such expenses; and, as part of such Periodic Assessment or as a Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof.

8.4 Dissolution of Association. In the event of the dissolution or termination of the Association, Pinellas County shall not be obligated to carry out any of the maintenance obligations of the Association unless such obligations are undertaken by way of a resolution of the Pinellas County Commission.

8.5 Management Services. The Association may contract for the management of all or part of the Common Properties and any other Association duties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

8.6 Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Property and assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

## ARTICLE IX

### PERMITTED AND PROHIBITED USES

9.1 Condition of Building Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such Lot which shall tend to substantially decrease the beauty of the Development as a whole or as to a specific area.

9.2 Land Use. No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as here and above set forth. No noxious or offensive activity shall be carried on upon any Lot, including, but not limited to drilling or mining activities, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Development. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may dismay or destroy the enjoyment of other property in the Development by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

9.3 Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds or unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, cleaning or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this Section 9.3 shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

9.4 Dwelling Size. Each single family Dwelling shall be located on a Lot and shall have a minimum living area of three thousand five hundred (3,500) square feet exclusive of screened and open porches, terraces, patios, garages, and the like. Each dwelling shall have a minimum of two (2) inside bathrooms.

9.5 Garages. All dwellings shall have a garage adequate to house a minimum of two (2) automobiles, and shall be equipped with garage doors that shall be maintained in usable condition. No carports or open structures for the purpose of housing automobiles or any other such vehicle shall be permitted on any Lot. Metal garage doors shall be acceptable, provided that same are of architectural quality, of heavy gauge construction, and painted.

9.6 Water Facilities. No individual water supply systems shall be permitted on any Lot without the approval of the ARB. The above does not restrict the right of any Owner to install, operate and maintain a water well on the premises for the use only for swimming pools and irrigation purposes. All Owners shall install a full irrigation system covering all areas of their Lots not retained in a natural setting as defined on the site plan respecting same.

9.7 Signs. No sign of any kind shall be displayed on any Lot, Living Unit or in the Common Properties except as specifically permitted hereby. One (1) "For Sale" sign per Lot shall be permitted provided the following conditions are fully complied with:

- A. The sign shall be nine (9) inches in height and twelve (12) inches in length;
- B. The sign shall be black with gold lettering only;
- C. The sign shall be mounted no higher than two (2) feet from the ground, no closer than thirty (30) feet from the street and at least forty (40) feet from any adjacent Lot.

This section 9.7 does not apply to Developer or its agent who shall and do have the right to erect and maintain signs advertising the Development of such size as they deem necessary.

9.8 Parking. No vehicle shall be parked on any part of the Lot except on a paved street or driveway unless specifically designated for such purpose and approved by the ARB. No house or travel trailer, motor home, camper, boat, or boat trailer shall be parked in the Development unless they are concealed from public view within a garage or structure as approved by the ARB. No trailers or commercial vehicles other than those present for business with household may be parked in the subdivision, and those vehicles present for business shall not remain longer than during regular business hours. Temporary parking only for the specific purpose of loading or unloading a recreation vehicle, boat, camper and/or trailer shall be allowed for a period not to exceed twenty-four (24) hours. The Board of Directors is hereby officially authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Board of Directors pertaining to parking by authorizing and directing, or contracting with a duly licensed towing company for the towing of vehicles which are in violation of the parking regulations.

9.9 Easements and Utilities. Perpetual easements for installation and maintenance of utilities and drainage facilities as shown on the plat for the Development filed in the public records of Pinellas County, Florida are hereby reserved. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the Property within the easement area. No Owner shall in any way hinder the surface or subsurface drainage of the property within a drainage easement. No utility improvement, drainage structure, water and sewer line within any street right-of-way or easement area shall be removed or altered for any purpose without the specific written consent of the Developer or Association. Such consent of the Developer or Association shall be contingent upon prior approval by all applicable government regulations.

9.10 Storage Receptacles. No fuel tanks, oil tanks, bottled gas tanks, water conditioners, soft water tanks, swimming pool filters and similar structures or storage facilities shall be exposed to public view and shall be installed only within the main Dwelling unit, within the accessory building, or within a screened area as approved by the ARB. Storage facilities which are buried underground and approved by the ARB shall be permitted so long as same conforms to the rules and regulations of appropriate governmental authorities.

9.11 Trees. No trees measuring six (6) inches or more in diameter at two (2) feet above ground level may be removed without the written approval of the ARB unless located within five (5) feet of the main Dwelling Unit or any accessory building or site thereof.

9.12 Temporary Structures and Facilities. No structure of a temporary character shall be placed on the Property or Additions to the property at any time, provided, however, that this prohibition shall not apply to shelters used by Owner or his agent during the construction of the

main Dwelling Unit, it being clearly understood that these latter temporary shelters shall not, at any time, be used as residences nor permitted by Owner or his agent to remain on said property after completion of construction. This prohibition shall apply to all tents, trailers, campers and the like.

9.13 Animals and Pets. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on any Lot except that cats and dogs and other generally recognized household pets may be kept provided they are not bred or maintained for any commercial purposes. The total number of such animals or pets shall not exceed three (3) in number per Lot and shall not be allowed to roam unattended.

9.14 Driveways. All driveways shall be constructed of concrete, brick or a type of paver acceptable to the ARB.

9.15 Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted in the general view and without the prior written approval of the ARB.

9.16 Trash Containers. All trash containers and contents thereof shall be stored underground or in a screened-in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.

9.17 Exterior Antennae. No exterior radio, television or other electronic antennae device or satellite dish shall be permitted on any Lot without the prior written approval of the ARB.

9.18 Commercial Activities. No lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. No business or commercial buildings may be erected on any Lot, nor shall any business be conducted on any part thereof; provided, however, that a business office may be maintained by the Owner in his Dwelling Unit upon the sole condition that the conduct of same involves no customer, client, or employee traffic whatsoever.

9.19 Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted to be placed in a Dwelling Unit unless the consent of the ARB is obtained. No Dwelling Unit shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass except as may be approved by the ARB for energy conservation purposes.

9.20 Exterior Alterations. No structural changes, exterior color changes, or alterations shall be made or added to any Dwelling Unit without approval of the ARB.

9.21 Destruction of a Dwelling. In the event that any Dwelling Unit is destroyed by or removed for any cause whatsoever, any replacement shall be with a Dwelling Unit of a similar size and type. The plans and specifications for any new Dwelling Unit must be approved, in writing, by the ARB.

9.22 Fencing. No fences or any similar type of enclosures shall be erected on any lot without the approval of the ARB. No chain link fence visible from the street or adjoining Lots shall be permitted on any Lot or portion thereof, except for temporary construction purposes.

9.23 Additional Rules and Regulations. Developer, until the Turnover Meeting, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Article IX.

9.24 Right to Abate Violations. The Association or Developer, prior to the Turnover Meeting, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as a Special Assessment.

9.25 Swimming Pools. No above-the-ground swimming pool shall be permitted on any Lot. Any other type of swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

(i) Composition to be of material thoroughly tested and accepted by the industry for such construction;

(ii) Pool screening shall not be visible from the street in front of the Dwelling Unit. All screening material shall be of a color in harmony with the exterior of the Dwelling Unit. No raw aluminum color screen shall be allowed.

9.26 Mailboxes. Stucco, brick, and stone are the only three materials that shall be allowed to be used for the mailbox, whichever of these materials is being used most on the exterior of the home it serves. All other requirements concerning dimensions and detailing shall be shown on the attached exhibit.

9.27 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any Dwelling Unit or building unless such awnings, canopies or shutters have been approved by the ARB.

9.28 Required Setbacks. Every dwelling constructed on a Lot shall comply in all ways with the code of Ordinances or Pinellas County, Florida, as amended, as well as herein Covenants and Restrictions. No building, roof or wall on any Lot shall be closer to the boundaries of the Lot (whether on the ground or in a vertical plane with the ground) than the setback lines established by the Code of Ordinances as minimum setback requirements for front, side, and rear yards and further limited as provided in the schedule attached hereto and incorporated herein by reference as Exhibit "H".

Additionally, Dwelling Units constructed on Lots through 8, inclusive, shall be sited in accordance with the schedule attached hereto and incorporated herein by reference as Exhibit "I". Requirements for roof overhangs and lanais shall be set by resolution of the ARB.

Additionally, Dwelling Units constructed on Lots 1-7, inclusive, if pool, porch, or other related enclosed areas are constructed to the rear of the home, shall not have enclosure extend any more than half of the maximum length of the home from side lot line to side lot line, excluding garages. Also, the enclosure shall not exceed an overall width equal to more than half the maximum length of the home from side lot line to side lot line excluding garages. The highest part of the enclosure may not extend any higher than the roof fascia of the main living structure.

9.29 Fill. No Owner shall excavate or fill earth from any Lot which would materially effect in a deleterious manner the grading and drainage of surrounding Lots.



9.30 Piers and Docks. No pier, dock, boat-house, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, adjacent to, bordering on, or over any portion of any lake situated in or adjacent to the Property.

9.31 Maintenance of Lake Front Lots. Each Lot Owner whose Lot adjoins or abuts a lake shall keep his Lot and the portion of the adjoining or abutting parcel between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of the ARB, the shoreline contour of a lake shall not be altered and no Lot shall be increased in size by filling in the lake and no Lot shall be dug out or dredged so as to cause the water of the lake to protrude into the Lot.

9.32 Insurance Risks. Nothing shall be done or kept on a Lot or on the Common Properties which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his lot or the Common Properties which would result in the cancellation of insurance on any Dwelling Unit or on any part of the Common Properties, or which would be in violation of any law.

9.33 Aircraft. No airplanes, helicopters, or aircraft of any type whatsoever shall either take off or land from or on any Lots in the Development or Common Properties thereof.

9.34 Governmental Restrictions. Owners and the Association shall comply fully with any and all governmental restrictions, laws, ordinances, and regulations respecting the development and use of individual lots, the lakes and the Common Properties of the Development.

9.35 Exemption for Developer; Developer's Easements. Developer, provided that it owns any Lot in the Properties or in the event that Developer is doing construction work within the Properties, shall be exempt from the provisions of this Article IX and Article XIII, which conflict with the normal operational requirements of Developer's business.

9.36 Variances. The ARB may grant variances to Use Restrictions 1 through 35, inclusive, in accordance with Article VI.

## ARTICLE X

### ENFORCEMENT PROVISIONS

10.1 Rules and Regulations. The Board of Directors is hereby specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

10.2 Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these Covenants or Restrictions, Developer, an individual Owner, or the Association shall have the right (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such Covenant or Restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such Covenants or Restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations or (c) levying a fine in an amount not to exceed \$50.00 per day of continuing occurrence after first providing Owner notice of the violation and a three (3) day period to cure, followed, in the event of non-cure, by a hearing before the Board upon not less than five (5) days written notice, at which Owner shall be granted the right to be heard, and the matter shall be duly decided. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys fees and costs incurred, whether or not judicial proceedings are involved, including the attorney fees and costs incurred on appeal of such judicial proceedings, if any, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its successors or assigns, any individual Owner, or the Association, to enforce any Covenant or Restriction of any 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.

10.3 Prior to commencing construction on a Dwelling Unit, including, but not limited to site preparation on the Lot upon which the Dwelling Unit is to be constructed, the general contractor of record (the "Contractor") shall deposit the sum of \$1,500.00 with Developer (the "Performance Deposit"). Upon receipt of the Performance Deposit, Developer shall hold and maintain same pursuant to the "Contractor Rules" hereinafter set forth.

10.4 Contractor Rules. The Board shall promulgate rules and Regulations designed to preserve the quiet enjoyment of Owners and protect Lots, Dwelling Units, and the Development from damage caused by acts of commission or omission by Contractors (the "Contractors Rules"). Upon promulgation thereof, the Board shall distribute a copy thereof to each Contractor engaged in a construction project at the Development, as well as to all present and future Owners who have not constructed a Dwelling Unit on their Lots. Amendments promulgated from time to time shall be similarly adopted and distributed. The Contractor Rules so promulgated shall contain, but, shall not be limited to, the following provisions:

Developer is hereby appointed as Board's representative to monitor and enforce the Contractor Rules. Additionally, from time to time, Board may appoint such other or further representative(s) as it may deem necessary and appropriate.

The Board may levy reasonable fines, in an amount not to exceed \$50.00 per day of continuing violation, against Contractors for failure to comply with the Contractor Rules.

In the event that the aggregate fine(s) levied against a Contractor exceed \$500.00 during construction of any Dwelling Unit, all construction thereof shall cease until an additional \$1,000.00 Performance Deposit is paid, and in the event the aggregate fine(s) exceed \$1,500.00, a further \$2,000.00 Performance Deposit shall be paid.

Damage to the Development or any third party's Lot or Dwelling Unit shall be assessed against the Performance Deposit, with the exception that there shall be no dollar limit thereon.

Upon completion of a construction project upon which a Performance Deposit has been paid, the Contractor shall be reimbursed for the balance of all funds on deposit.

The Owner shall be responsible for all Performance Deposit moneys not paid by a Contractor employed by him.

In the event of any litigation relating to the provisions of this Section 10.4, Contractor or Owner, in the event of non-payment by the Contractor, shall reimburse Association for all costs and reasonable attorney's fees thereby incurred.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, the Covenants and Restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an Instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the Covenants and Restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County. No such agreement to terminate the Covenants and Restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section shall not be amended.

Modified, altered, revised, or deleted herefrom, except as herein provided.

11.2 Severability. Invalidation of anyone of these Covenants or Restrictions by judgment or court order shall in no way affect or modify any other provisions which shall remain in full force and effect.

#### 11.3 Amendment.

(a) Developer reserves and shall have the sole right (1) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency among the provisions contained herein, (2) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to the said land which do not lower standards of the Covenants and Restrictions herein contained, and (3) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing violations of building restrictions lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

(b) This Declaration of Covenants and Restrictions may be amended by a two-thirds (2/3) vote of the Board of Directors of the Association and any such amendment shall thereafter be recorded in the Public Records of Pinellas County, Florida and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out therein. The provisions of this Section 11.3(b) shall not limit the authority of the ARB to modify the Planning Criteria.

11.4 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

11.5 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

11.6 Responsibility Acceptance. Every Owner purchasing a Lot in the Development shall be conclusively presumed, by the recording of the conveyance of said property to such Owner, to have agreed to abide by the provisions herein contained and to do and perform all affirmative acts required herein. Each Owner of a respective lot shall be directly financially responsible in any action for damages brought by Developer or damage to the Development's improvements resulting from the action of said Owner, Owner's employees or independent contractors furnishing labor or materials to or for said Owner.