

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
OAK BEND TOWNHOMES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by 801 MAIN STREET DEVELOPMENT, LLC, a Florida limited liability company, hereinafter referred to as the “Developer.”

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Pinellas County, Florida, more particularly described on Exhibit “A” attached hereto and made a part hereof by reference; and

WHEREAS, the Developer desires to create an exclusive residential community known as OAK BEND TOWNHOMES on the land more particularly described on Exhibit “A”; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities of the Community and for the maintenance of the Common Property; and to this end the Developer desires to subject the real property described in Exhibit “A” to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and every one of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Property and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a not for profit corporation, Oak Bend Townhomes Owners’ Association, Inc., for the purpose of exercising the functions stated above, which association is intended to be a Homeowners Association as such term is defined and described in Chapter 720, Florida Statutes,

NOW, THEREFORE, the Developer hereby declares that the real property described in Exhibit "A" attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges, liens and all other provisions hereinafter set forth, as duly amended from time to time, all of which are hereby created for the purpose of protecting the value and desirability of, and which shall run with, the land more particularly described in Exhibit "A" attached hereto, and which shall be binding on all parties having any right, title or interest therein or in any part thereof, and their respective heirs, personal representatives, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Approved Builder" shall mean any builder or general contractor designated by the Developer, in its sole and absolute discretion, as a builder approved to construct Dwellings and other structures or improvements upon the Lots in the Community. Notwithstanding anything to the contrary contained herein, the Developer and Coastal ICF Construction Services, Inc. shall at all times and for all purposes be deemed to be an Approved Builder. Other Approved Builders may be designated in writing from time to time by the Developer, and no amendment to this Declaration of Covenants, Conditions and Restrictions shall be required to evidence any such designation.

Section 2. "Articles" means the Articles of Incorporation of the Association, as may be duly amended from time to time. A copy of the original Articles is attached hereto and made a part hereof by reference as Exhibit "B".

Section 3. "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Lot and/or the Owner.

Section 4. "Association" means Oak Bend Townhomes Owners' Association, Inc., a corporation not for profit organized pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Bylaws" means the duly adopted Bylaws of the Association, as may be duly amended from time to time. A copy of the original Bylaws is attached hereto and made a part hereof by reference as Exhibit "C".

Section 7. "Common Expense" shall mean and refer to the actual and estimated expenses

of the Association, which it may incur for the operation of the Association and in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance, and improvement of the Common Property, and for any reserves from time to time established by the Board or the Members of the Association. "Common Expense" specifically includes, without limitation, any and all fees, costs and expenses incurred by the Association regarding the Surface Water Management System Facilities, and the costs and expenses more particularly described as Common Expenses in Article V hereof.

Section 8. "Common Property" means any portion of the Community now or hereafter owned or leased by the Association or designated herein or on the Plat as Common Property which, among other things, includes all Surface Water Management System Facilities.

Section 9. "Community" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and all improvements constructed thereon.

Section 10. "Developer" shall mean and refer to 801 MAIN STREET DEVELOPMENT, LLC, a Florida limited liability company, and its successors, grantees, nominees, designees, and assigns, provided there is an assignment of the Developer's rights and/or obligations hereunder to such successor, grantee, nominee, designee or assignee and any such assignment is recorded in the Public Records of Pinellas County, Florida. The Developer may assign all or any portion of such rights and/or obligations as to all or any portion of the Community. In the event of any partial assignment, the assignee shall have only those rights and/or obligations specifically set forth in such assignment. Any such assignment of the Developer's rights and/or obligations hereunder may be made on a non-exclusive basis. In the event any mortgagee of the Developer obtains title to all or a portion of the Community by foreclosure, or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board of Directors, but in any event, such mortgagee may assign its rights as Developer to any third party who acquires title to all or a portion of the Community from the mortgagee. The term "Developer" shall not include any person or entity acquiring title only to one or more Lots, unless the Developer specifically assigns some or all of its rights as Developer to such person or entity in accordance with this Section.

Section 11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Oak Bend Townhomes, and any amendments or modifications hereof duly made from time to time.

Section 12. "Design Review Committee" shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction, maintenance, repair and replacement of all buildings, structures and improvements within the Community.

Section 13. “District” shall mean and refer to the Southwest Florida Water Management District.

Section 14. “Dwelling” shall mean the residential dwelling constructed upon a Lot.

Section 15. “FHA” shall mean and refer to the Federal Housing Administration.

Section 16. “First Mortgagee” shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 17. “FNMA” shall mean and refer to the Federal National Mortgage Association.

Section 18. “GNMA” shall mean and refer to the Governmental National Mortgage Association.

Section 19. “Governing Documents” means the legal governing documentation for the Association, consisting of this Declaration, the Exhibits attached hereto and made a part hereof by reference, the Articles and Bylaws of the Association, and the duly adopted rules and regulations of the Association, and any amendments to any of the foregoing now or hereafter duly made.

Section 20. “HUD” shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 21. “Institutional Lender” shall mean and refer to the owner and holder of a mortgage encumbering a Lot or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 22. “Institutional Mortgage” shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 23. “Interpretation.” Unless the context otherwise requires the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term including shall mean “including without limitation.” The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 24. “Lot” means any platted parcel of land shown on the recorded subdivision

Plat of the Community as recorded in the Public Records of Pinellas County, Florida.

Section 25. “Member” shall mean all persons owning a vested present interest in the fee title to a Lot, which interest is evidenced by a duly recorded instrument in the Public Records of Pinellas County, Florida. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested interest in the fee title in and to his or her Lot terminates. The change of membership in the Association shall be evidenced in the Association’s records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Lot. Membership shall be appurtenant to and shall not be separated from ownership of the Lot. Prior to the recording of this Declaration of Covenants, Conditions and Restrictions, the Developer shall constitute the sole Member of the Association.

Section 26. “Owner” means the record Owner of a vested present interest in the fee title to a Lot, which interest is evidenced by a proper instrument duly recorded in the Public Records of Pinellas County, Florida, whether one or more persons or entities, but excludes those having such interest merely as security for the performance of an obligation. If more than one person or entity holds such title, all such persons and/or entities are Owners, jointly and severally, of that Lot.

a. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be deemed to be the only Owner of such Lot, and the occupancy of the Lot and the Dwelling constructed thereon shall be as if the life tenant was the only Owner. The life tenant shall be personally liable for all Assessments and charges against the Lot coming due prior to the termination of the life estate. Upon termination of the life estate, the holders of the remainder interest shall automatically be personally liable for all Assessments and charges against the Lot coming due following termination of the life estate and until they are no longer record title holders of the Lot. If there is more than one (1) life tenant, the life tenants shall be treated as co-Owners.

b. A Lot may be owned by a corporation, partnership, limited partnership, limited liability partnership, limited liability company or other entity. The intent is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term, transient accommodations for several individuals or families. Subject to any limitation on the occupancy of the Lot and the Dwelling constructed thereon as provided herein or by applicable zoning, ordinances, or laws, the entity shall designate in writing one (1) or more natural persons to be the primary occupants of the Lot and Dwelling, which designation shall be delivered to the Association prior to the commencement of any occupancy of the Lot and Dwelling.

c. If a Lot is owned by a trustee or trustees of a trust, the trustee or trustees shall be deemed the primary occupants. Again, the intent is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot and Dwelling may be used as short-term, transient accommodations for several individuals or families. Subject to any limitation on the occupancy of the Lot and Dwelling as provided herein or by applicable zoning, ordinances, or laws, the duly authorized trustee of the trust shall designate in writing one (1) or more natural persons to be the primary occupants of the Lot and Dwelling, which designation shall be delivered to the Association prior to the commencement of any occupancy of the Lot and Dwelling.

Excepting only the Developer, any Approved Builder, and any Institutional Mortgagee that acquires title to one or more Lots pursuant to a deed in lieu of foreclosure or a certificate of title issued and recorded pursuant to a judicial foreclosure action, no Owner shall hold title to more than two (2) Lots at any one time.

Section 27. “Plat” shall mean and refer to the subdivision plat of Oak Bend Townhomes, recorded in the Public Records of Pinellas County, Florida, as duly amended from time to time.

Section 28. “Surface Water Management System Facilities” shall mean and refer to the Surface Water Management System Facilities, if any, including, but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas located within the Community.

ARTICLE II - PURPOSE

The Developer, in order to insure that the Community, the Common Property and other land for which the Association is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The Association hereby commits to the perpetual operation and maintenance of the Common Property designated on the Plat for the Community. The purpose of the Association shall be to operate, manage, maintain and repair the Common Property, and any improvements thereon, including, but not limited to, any Surface Water Management System Facilities (hereinafter sometimes referred to as “SWMS”), lakes, retention areas, culverts, ponds and/or related appurtenances which may be located within the Community or leased by the Association for the benefit of its Members; and to take such other action as the Association is authorized to take with regard to the Community pursuant to its Articles and Bylaws, this Declaration, or Chapter 720, Florida Statutes.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. All persons owning a vested present interest in the fee title to a Lot, which interest is evidenced by a duly recorded instrument in the Public Records of Pinellas County, Florida, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested interest in the fee title in and to his or her Lot terminates. The change of membership in the Association shall be evidenced in the Association's records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Lot. Membership shall be appurtenant to and shall not be separated from ownership of the Lot. Prior to the recording of this Declaration of Covenants, Conditions and Restrictions, the Developer shall constitute the sole Member of the Association.

Section 2. Classes of Membership. The Association shall have two classes of Membership:

a. Class "A" Members shall be entitled to one (1) vote per Lot at Membership meetings. When more than one (1) person owns a Lot in Oak Bend Townhomes, the one (1) vote for that Lot shall be exercised as they, among themselves, determine and advise the Secretary of the Association, in writing, prior to the time the meeting is called to order, but in no event shall more than the one (1) vote allocated to that Lot be cast, and the vote shall not be divided among the Owners of any one Lot. In the absence of any such notification to the Secretary of the Association, the vote allocated to the Lot shall be suspended if more than one (1) person seeks to exercise it. In the case of a Lot owned by a corporation, partnership, limited partnership, limited liability partnership, limited liability company or other entity, one (1) natural person shall be designated to be the primary representative of the Lot Owner for all purposes under this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and the Bylaws of the Association. If a Lot is owned by a trustee or trustees of a trust, the trustee or trustees shall be deemed the primary representative(s) of the Lot Owner. If a Class "A" Member owns more than one (1) Lot, such Member shall have the right to cast the one (1) vote allocated to that Lot for each Lot owned.

b. The Class "B" Member shall be the Developer. The Class "B" Member shall have five (5) votes for each Lot which it owns; provided, however, that after transition of homeowners' association control from the Developer to the nondeveloper Members as provided in these Articles of Incorporation and Section 720.307, Florida Statutes, has occurred, the Developer shall not cast votes in an amount that exceeds one (1) vote per Lot.

c. As more particularly set forth in Section 720.307, Florida Statutes, Members other

than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association, when the earlier of the following events occurs:

(1) Three (3) months after ninety percent (90%) of the Lots in Oak Bend Townhomes that will ultimately be operated by the Association have been conveyed to Class “A” Members;

(2) Such other percentage of the Lots have been conveyed to Class “A” Members, or such other date or event has occurred, as is set forth in the Governing Documents in order to comply with the requirements of any governmental chartered entity with regard to the mortgage financing of Lots;

(3) Upon the Developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that the Developer has abandoned and deserted the property if the Developer has unpaid Assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than two (2) years;

(4) Upon the Developer filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

(5) Upon the Developer losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Developer rights and responsibilities first arising after the date of such assignment;

(6) Upon a receiver for the Developer being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its Members; or

(7) Upon delivery of written notice from the Developer to the Association that the Developer intends to transfer control of the Association to the Class “A” Members.

d. Members other than the Developer are entitled to elect at least one member of the Board of Directors of the Association if fifty percent (50%) of the Lots in Oak Bend Townhomes which will ultimately be operated by the Association have been conveyed to Class “A” Members.

e. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least

five percent (5%) of the Lots in Oak Bend Townhomes. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

f. For the purposes of this Section, the terms “Members other than the Developer” and “nondeveloper Members” shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

ARTICLE IV - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **Responsibilities.** Without limiting any of the provisions of the Governing Documents, the Association shall be responsible for the management, operation, cleaning, maintenance, repair, replacement, reconstruction, conservation, care for, and control of the Common Property, and, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the Surface Water Management System Facilities, if any, in the manner required herein and as provided in the Environmental Resource Permit, if any, as duly amended from time to time. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Property, and performance of its other obligations hereunder, and all such costs, charges and expenses shall be Common Expenses.

Section 2. **Title to Common Property.** On or before the date control of the Association is transferred to Owners other than the Developer pursuant to Chapter 720, Florida Statutes, the Developer shall convey title to the Common Property to the Association, subject only to the Plat, this Declaration, and such easements, reservations, conditions and restrictions as may then be of record. In the event that the Developer conveys, from time to time, any portion or portions of the property described in Exhibit “A” attached hereto to the Association, the Association is irrevocably bound to accept such conveyance. Without limiting the foregoing, the Association shall be required, upon request of the Developer, to execute any documents necessary to evidence the acceptance of such conveyance of the Common Property from the Developer..

Section 3. **Manager.** The Board of Directors may employ the services of a community association manager, and may employ such other employees and agents as it shall determine appropriate to manage, operate, clean, maintain, repair, replace, reconstruct, conserve, care for, and control the Common Property, and to perform its duties and obligations and exercise its powers as provided herein, specifically including, without limitation to manage, operate and care for the Surface Water Management System Facilities, with such powers and duties and at such

compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board and shall, to the extent required by law, comply with the requirements of Part VIII of Chapter 468, Florida Statutes. Any management agent that handles funds for the Association shall obtain insurance or a fidelity bond conforming to the requirements of Section 720.3033(5), Florida Statutes, and the Bylaws of the Association. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 4. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law, and every other right or privilege reasonably implied from the existence of any obligation, right or privilege, or reasonably necessary to effectuate the exercise of any obligation, right or privilege described herein or in the Articles or Bylaws, or by law.

Section 6. Injury or Damage. Notwithstanding the Association's duty to operate, manage, maintain, repair, replace or reconstruct certain portions of the Community, the Association shall not be liable to Lot Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Community to be maintained and repaired by the Association, or caused by the elements. Furthermore, in the event that any portion of the Community for which a Lot Owner has the maintenance responsibility under this Declaration, or a Lot Owner's property or personal belongings, are damaged in the course of the Association's operations, management, maintenance, repair, replacement or reconstruction after casualty to any portion of the Community for which the Association has responsibility, that Owner accepts the full risk of loss. The only exception is for the Association's, or its contractor's, gross negligence or willful misconduct which causes the loss, in which case the Association and/or said contractor bears the risk of loss created by same.

Section 7. Limitation of Liability. Notwithstanding anything contained herein or in the Articles, the Bylaws, any rules or regulations of the Association, the Governing Documents, or any other document governing or binding the Association (collectively, for the purposes of this Section, referred to as the "Association Documents"), the Association shall not be liable or responsible for, nor in any manner a guarantor or insurer of, the health, safety or welfare of any Lot Owner, occupant or user of any portion of the Community, including, without limitation, residents and their families,

guests, invitees, agents, servants, contractors or subcontractors or for any property of any such person. Without limiting the generality of the foregoing:

a. it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Community and the value thereof;

b. the Association is not empowered, and has not been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, Pinellas County, Florida, the City of Dunedin, Florida, and/or any other jurisdiction, or the prevention of tortious activities; and

c. any provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Section 8. Binding Effect. Lot Owner (by virtue of his or her acceptance of title to the Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Community (by virtue of accepting such interest or lien or making such uses) shall be bound by this Declaration, the Exhibits attached hereto, and the Governing Documents in general, and by this Article in particular, all as duly amended from time to time, and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected in any manner whatsoever with any matter for which the liability of the Association has been disclaimed in this Declaration. As used in this Article, "Association" shall include within its meaning all of the Association's Directors; officers; committee members, including, without limitation, the members of the Design Review Committee; attorneys, accountants, engineers, architects or other professionals providing services or advice to the Association; employees; agents; contractors, including, without limitation, licensed community association managers; subcontractors; successors and assigns. The provisions of this Article shall also inure to the benefit of the Developer, any Approved Builder, and their respective members; directors; officers; committee members; attorneys, accountants, engineers, architects or other professionals providing services or advice; employees; agents; contractors; subcontractors; successors and assigns.

ARTICLE V - COMMON EXPENSES

Section 1. Allocation of Common Expenses. Except as expressly provided to the contrary in the Governing Documents, each Lot in the Community shall have an equal undivided percentage obligation for payment of the Common Expenses.

Section 2. Common Expenses. Without limitation, all of the fees, expenses and costs incurred by the Association in performing its rights, duties, and obligations, or in exercising any right or power it may have, pursuant to applicable law or as set forth in the Governing Documents, are hereby declared to be Common Expenses. Without limiting the foregoing, the Common Expenses shall include:

a. costs of management, operation, cleaning, maintenance, repair, replacement, reconstruction, conservation, care for, and control of the Common Property and such other parts of the Community as the Association is obligated to manage, operate, maintain, repair or replaced under the terms hereof;

b. costs of management of the Community and administrative costs of the Association, including professional fees and expenses;

c. costs of water and sewer service, electricity, and other utilities which are not metered separately to the individual Lots;

d. to the extent included in the duly adopted estimated operating budget of the Association, the costs of trash collection and/or recycling collection services for the Community obtained pursuant to a bulk contract, unless the provider of such service charges the Lot Owners directly;

e. costs of maintenance, care and replacement of all landscaping (including, without limitation, all sod, grass, plants, flowers or shrubbery) located within the boundaries of the Community, including, without limitation, maintenance, care and replacement of any irrigation equipment, lines or facilities, specifically including, without limitation, electric service and irrigation or water pumps, providing irrigation to the sod, grass, landscaping, plants, flowers or shrubbery located within the Community, and the cost of any available effluent (reclaimed water) lines or facilities and utility fees related thereto used for irrigation of such sod, grass, landscaping, plants, flowers or shrubbery;

f. costs of maintenance, care and replacement of privacy gates and security cameras (if any), signage and lighting, and all structures or improvements related thereto, located at the entrance

to the Community from New York Avenue, whether or not located within the road right-of-way or the boundaries of the Community;

g. all costs of maintenance, care and replacement of any ditches, swales, culverts, water control structures, drain pipes, retention and detention areas, ponds, catch basins or on-site retention facilities, constructed or installed for the purpose of maintaining water quality and/or storm drainage, which are located in, on, upon or within the Community.

h. labor, materials, and supplies used in conjunction with the performance of any of the Association's duties and responsibilities under this Declaration or any of the Governing Documents;

i. damages to those portions of the Community required to be insured by the Association in accordance with Chapter 720, Florida Statutes, and the provisions of this Declaration, in excess of insurance coverage, specifically including, but not limited to, deductibles payable by the Association;

j. salaries or management fees or other compensation of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;

k. the costs of acquiring and maintaining the insurance required to be acquired and maintained by the Association pursuant to Article VIII hereof and Chapter 720, Florida Statutes;

l. acquiring and paying for such other forms of insurance and such coverages as the Board of Directors shall determine are required or beneficial or in the best interests of the Members or the Association;

m. any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors, including the costs of administration of the Association and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay for or to secure pursuant to the terms of this Declaration or the Bylaws of the Association, or which are necessary or proper in the opinion of the Board of Directors for the benefit of the Members or the Association or for the enforcement of the provisions of the Governing Documents or any rules or regulations duly adopted by the Association, all as duly amended from time to time;

n. initial cost of installation of additions, alterations, or improvements, or of the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Lot Owners of this Community pursuant to this Declaration, provided that if the cost of any of such

items is more than ten percent (10%) of the amount of the total annual budget, the purchase or installation of such items shall first be approved by affirmative vote of eighty percent (80%) of the total voting interests of the Association at a duly noticed and called meeting of the Membership;

o. if allowed by law, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, unless the provider of such service charges the Lot Owners directly;

p. termite and other wood destroying organism treatment or mitigation of any nature whatsoever, including, without limitation any continuing service contracts and/or bonds related thereto;

q. all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in management, operation, maintenance, repair, replacement, reconstruction, conservation, care for, and control of the Community and in carrying out its duties and responsibilities as provided by Chapter 720, Florida Statutes, the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes, this Declaration, the Articles, and the Bylaws, (including, without limitation, reasonable transportation services, insurance for Directors and officers, road maintenance and operation expenses, in-house communications and security services, which are reasonably related to the general benefit of the Lot Owners, even if such expenses do not attach to the Common Property) and any other expense, whether or not included in the foregoing, designated as a Common Expense by Chapter 720, Florida Statutes, the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes, this Declaration, or the Articles or the Bylaws of the Association, all as duly amended from time to time.

ARTICLE VI - ASSESSMENTS; BUDGETS; GUARANTEE

Section 1. Creation of the Lien and Personal Obligation For Assessments. The Developer, for each Lot within the Community, hereby covenants and agrees, and each Owner of any Lot, by acceptance of a deed or other conveyance therefor is deemed to covenant and agree, to pay the Association:

a. annual and special Assessments or charges and charges for Common Expenses, including reserves, if any; and

b. special Assessments or charges against a particular Lot as may be provided by the terms of this Declaration.

All such Assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the Lot against which such Assessment or charge is made until paid in full. Each such Assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment or charge fell due. The personal obligation for delinquent Assessments or charges shall pass to the Owner's successors in interest. The Owner of a Lot is jointly and severally liable with the previous Owner of the Lot for all unpaid Assessments or charges that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot Owner may have to recover from the previous Lot Owner any amounts paid by the present Lot Owner. For the purposes of this Section, the term "previous Owner" shall not include the Association if it acquired title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. In such instance, the present Lot Owner's liability for unpaid Assessments and charges is limited to any unpaid Assessments or charges that accrued before the Association acquired title to the delinquent Lot through foreclosure or by deed in lieu of foreclosure.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Community, and for the improvement and maintenance of the Community, the Common Property, and the Surface Water Management System Facilities, if any, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles, and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of property, services and facilities related to the use and enjoyment of the Common Property, including the costs of repair, replacement and in addition thereto the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and assessments made or levied against the Common Property; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Property and such other lands as may be designated by the Developer or the Association; the maintenance, repair and replacement of Boundary Walls and/or Boundary Fencing, if any, and the driveways and private streets within the Community; the Surface Water Management System Facilities required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise from time to time.

Section 3. Annual Budgets of Operating Expenses.

a. The Board of Directors shall prepare and shall adopt, at a duly called meeting of the Board at which a quorum is present, an annual budget that sets out the annual operating expenses of the Association not later than December 1 of each calendar year for the following calendar year.

The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the current year. The budget must set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Developer, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within the time limits set forth in Section 720.303(5), Florida Statutes. Unless otherwise established by the Board of Directors, annual Assessments for Common Expenses shall be due and payable in advance in equal monthly Assessments due and payable beginning on January 1 of each fiscal year of the Association.

b. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible. The establishment, determination, maintenance, use and waiver of reserves shall at all times comply with the provisions of Section 720.303(6), Florida Statutes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of seventy percent (70%) of the total voting interests of the Association. The due date for special Assessments shall be as established by the Board of Directors.

Section 5. Developer's Guarantee of Common Expenses. Pursuant to Section 720.308, Florida Statutes, commencing on the date the first deed transferring title to a Lot in the Community is recorded in the Public Records of Pinellas County, Florida, and ending on the date of the meeting of the Membership at which control of the Association is transferred to Owners other than the Developer (the Initial Guarantee Period), the Developer has elected to guarantee that the Assessments for Common Expenses imposed upon the Lot Owners will not increase over \$3,180.00 per Lot for the first fiscal year (\$265.00 per Lot per month) of the Initial Guarantee Period. The guarantee for each Lot for each subsequent fiscal year of the Association for the time period that the Initial Guarantee Period remains in effect shall be equal to one hundred ten percent (110%) of the annual Assessment for the Lot for the immediately preceding fiscal year or equal to an amount equal to the actual Assessment for that Lot for the current fiscal year, as evidenced by the duly adopted budget, whichever is less. Regardless of the stated dollar amount of the guarantee, Assessments charged to a Lot shall not exceed the maximum obligation of the Lot Owner based on the total amount of the adopted budget and the Lot Owners' proportionate shares of the Common Expenses as described in the Governing Documents. During any guarantee period or any extension thereof, the Developer will not pay regular or special Assessments against the Lots that it owns, but is

obligated to pay any amount of Common Expenses incurred during such time period and not produced by Assessments at the guaranteed level receivable from other Lot Owners. If at any time during the guarantee period the funds collected from Assessments against Lot Owners other than the Developer at the guaranteed level and other revenues collected by the Association are not sufficient to provide payment, on a timely basis, of all expenses, including the full funding of the reserves, if any, unless properly waived, the Developer shall advance sufficient cash to the Association at the time such payments are due. The Developer reserves the right to extend this guarantee upon the expiration of the Initial Guarantee Period for additional one fiscal year periods (January 1 through December 31) upon written notice to the Association, not less than thirty (30) days before the expiration of the Initial Guarantee Period or any subsequent one fiscal year guarantee period, but in no event shall any guarantee extend beyond December 31, 2030, or the date control of the Association is transferred to nondeveloper Lot Owners, whichever occurs first. The Developer may, at any time, give thirty (30) days prior written notice to the Association terminating the guarantee, and waiving its right to exclusion from payment of annual Assessments pursuant to this Section. Upon giving such notice, or upon the date of the meeting of the Membership at which control of the Association is transferred to Owners other than the Developer, whichever occurs first, each Lot owned by the Developer shall thereafter be assessed at twenty-five percent (25%) of the annual Assessment established for Lots owned by Class A members. Such Assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by the Developer to a purchaser other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, the Lot shall be assessed in the full amount established for Lots owned by Owners other than the Developer, prorated as of and commencing with, the month following the date of transfer of title.

Section 6. Exemption from Assessments. The Assessments, charges and liens provided for or created by this Article shall not apply to the Common Property or any property dedicated to and accepted for maintenance by a public or governmental authority or agency, or any property owned by a public or private utility company or public or governmental body or agency.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual Assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first Lot from the Developer to a purchaser other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

Section 8. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Developer or a builder, contractor, or another who purchases a Lot for the purpose of constructing improvements thereon for resale, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association. Except as otherwise provided

by Chapter 720, Florida Statutes, the lien is effective from and shall relate back to the date on which this Declaration was originally recorded in the Public Records of Pinellas County, Florida. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Pinellas County, Florida.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments and installments on Assessments that are not paid when due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum, plus an administrative late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent Assessments, notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Association may bring an action in its name to foreclose a lien for unpaid Assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. A Lot Owner, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is personally and jointly and severally liable for all Assessments that come due while he or she is the Owner of the Lot. The Lot Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of the Lot or the Residence constructed thereon, or of any portion of the Community or the Common Property; by abandonment of the Lot or the Residence constructed thereon; by interruption in the availability of the Lot or the Residence constructed thereon or any portion of the Community or the Common Property or any utility services thereto for any reason whatsoever; or by dissatisfaction with the Association or any Director, officer, committee, agent, employee or contractor of the Association (specifically including, without limitation, any management firm), and/or their respective operations or policies.

Section 10. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Florida, or as may otherwise be provided in Chapter 720, Florida Statutes. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any Assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire title to the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as the owner thereof.

Section 11. Homestead. To the maximum extent allowed by law, by acceptance of a deed thereto, the Owner and his or her spouse, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration or Chapter 720, Florida Statutes, but is to be construed in its favor.

Section 12. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. The liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the First Mortgagee's acquisition of title shall be the lesser of:

- a. the Lot's unpaid Common Expenses and regular periodic or special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent (1%) of the original mortgage debt.

The limitations on First Mortgagee liability set forth in this Section shall apply only if the First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action.

Section 13. Special Assessments for Maintenance Obligations of Owners. Should an Owner fail to perform any maintenance, repair or replacement required under the terms of this Declaration or any of the Governing Documents, the Association, upon ten (10) days prior written notice sent by certified or registered mail return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which Assessment shall be secured by the lien set forth in this Article.

Section 14. Certificate of Amounts Due. Within fifteen (15) days after the date on which a request for an estoppel certificate is received from a Lot Owner or mortgagee, or his or her designee, the Association shall provide a certificate complying with the requirements of Section 720.30851, Florida Statutes. The Association shall charge a fee of \$250.00 or such other fees as may be provided in Section 720.30851, Florida Statutes, for the preparation of such certificate, and the amount of the fee shall be stated on the certificate. Any person other than a Lot Owner who relies upon a certificate receives the benefits and protection thereof.

Section 15. Initial Capital Assessments. At the time of the closing of the purchase and sale of a Lot from the Developer to an Owner other than a builder, contractor, or another who purchases a Lot for the purpose of constructing improvements thereon for resale, and in addition to any regular or special Assessment that may be due with respect to the Lot, there shall be charged to such Owner an Initial Capital Assessment in an amount equal to the greater of Five Hundred and 00/100 Dollars (\$500.00) or two-twelfths (2/12) of the amount of the regular monthly Assessment against the Lot for the year in which the closing occurs. Without limiting the foregoing, upon the sale of any Lot by a builder, contractor or another who purchases the Lot for the purpose of constructing improvements thereon for resale to an Owner (other than the Developer), at the time of closing of the purchase and sale of such Lot, there shall be charged to the Owner the Initial Capital Assessment described in this Section. Initial Capital Assessments shall be nonrefundable, shall be in addition to, and not in lieu of, any regular or special Assessment against the Lot, and shall not be considered an advance payment of any portion of any regular or special Assessment against the Lot. All Initial Capital Assessments received from or on behalf of any Owner shall be held in a separate account to be used at the discretion of the Board for items other than budgeted Common Expense items. Pursuant to Section 720.308(6), Florida Statutes, any portion of a regular or special Assessment which is budgeted for designated capital contributions of the Association shall not be used to pay Common Expenses.

ARTICLE VII - MAINTENANCE, REPAIRS AND REPLACEMENTS

The respective obligations of the Association and the Lot Owners to clean, maintain, repair, and replace the Community shall be as follows:

Section 1. By the Association. Except as may be otherwise provided by the terms hereof, and without limiting any other provision hereof, the Association shall have the responsibility to manage, operate, clean, maintain, repair, replace, reconstruct, care for, and control the Common Property. Without limiting the generality of the foregoing, the Association shall operate, maintain, repair and replace the driveways and private streets, the entrance to the Community from New York Avenue, the internal sidewalks, any Boundary Wall or Boundary Fencing, all landscaping (including, without limitation, the landscaping and sodded or grassed areas located within the boundaries of the individual Lots and the landscaping, and sodded or grassed areas located within the boundaries of the Common Property, which maintenance shall include, but not be limited to, mowing and weed control), development signage, street lights, and the internal street and traffic signage. Without limiting the foregoing, the Developer reserves the right, but shall not be obligated, to require that the Lots and the Common Property and any improvements constructed thereon comply with the Florida Water Star Program providing water-efficient landscapes. Once obtained, any certification under the Florida Water Star Program for any portion of the Common Property

and/or the Lots must be maintained by the Association, and all costs and expenses incurred by the Association in connection therewith shall be Common Expenses. In addition, without limiting the generality of the foregoing, the Association shall be responsible for:

a. maintenance, trimming, mowing, care and replacement of any and all trees, sod, grass, landscaping, plants, flowers or shrubbery located upon the Lots, the Common Property or at the entrance to the Community on New York Avenue (whether or not located within the road right-of-way or the boundaries of the Community), including, without limitation, maintenance, care and replacement of any irrigation equipment, lines or facilities, specifically including, without limitation, electric service and irrigation or water pumps, providing irrigation to the trees, sod, grass, landscaping, plants, flowers or shrubbery, and the cost of any available effluent (reclaimed water) lines or facilities and utility fees related thereto used for irrigation of such sod, grass, landscaping, plants, flowers or shrubbery;

b. maintenance, care and replacement of the entrance gates and security cameras (if any), signage and lighting for the Community and all structures or improvements related thereto, located at the entrance to the Community on New York Avenue, whether or not located within the road right-of-way or the boundaries of the Community;

c. maintenance, care and replacement of any ditches, swales, culverts, water control structures, drain pipes, retention and detention areas, ponds, catch basins or on-site retention facilities, constructed or installed for the purpose of maintaining water quality and/or storm drainage, which are located within the Common Property;

d. any and all construction, installation, maintenance, repair, replacement, certification, reporting or monitoring requirements of any governmental agency, specifically including, without limitation, the State of Florida; Pinellas County, Florida, the City of Dunedin, Florida (including pursuant to the approved site plan and subdivision plat for the Community, as duly amended from time to time); the Southwest Florida Water Management District; and the Army Corps of Engineers, and their successors, within the Community.

The cost of all such maintenance and care shall be a Common Expense.

Section 2. Access to Lots. The Association, its agents, employees, contractors and subcontractors shall have access to each Lot during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Property or to another Lot or the Dwelling constructed thereon. No such entry into or upon a Lot pursuant to this Section shall be deemed a trespass or unlawful entry. If the Board of Directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated

by the carelessness, negligence, or intentional act of a Lot Owner, his or her family, lessees, invitees, guests, contractors, or any occupants of the Dwelling constructed upon the Lot, the cost of such maintenance, repair, or replacement shall be charged against the Lot Owner and shall be payable by such Lot Owner within thirty (30) days after delivery of written notice of the charge. Neither the Association nor any Lot Owner shall be liable for any damage to the property or person of any other Lot Owner, or his or her family, lessees, invitees, guests, or any occupants of the Dwelling constructed upon the Lot caused by water intrusion of any nature whatsoever over, under or through a Lot; into, over, under or through any Dwelling, improvement or structure located or constructed on a Lot; or over, under or through the Common Property or another Lot or the Dwelling constructed thereon resulting from rain, flooding, pipe leakage, overflow or bursting, or other similar source, unless the Association or Lot Owner is guilty of gross negligence or willful and wanton misconduct.

Section 3. Access to Dwellings. The Association, at the sole discretion of the Board of Directors, may (but shall not be obligated to) enter an abandoned Dwelling to inspect the Dwelling; make repairs to the Dwelling, as needed; repair the Dwelling if mold or deterioration is present; turn on the utilities for the Dwelling; or otherwise maintain, preserve, or protect the Dwelling and adjoining Dwellings. For purposes of this Section, a Dwelling is presumed to be abandoned if:

a. The Dwelling is the subject of a foreclosure action and no tenant appears to have resided in the Dwelling for at least four (4) continuous weeks without prior written notice to the Association; or

b. No tenant appears to have resided in the Dwelling for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the Lot Owner or determine the whereabouts of the Lot Owner after reasonable inquiry.

Except in the case of an emergency, the Association may not enter an abandoned Dwelling until two (2) days after notice of the Association's intent to enter the Dwelling has been mailed or hand-delivered to the Lot Owner at the address of the Lot Owner as reflected in the records of the Association. The notice may be given by electronic transmission to Lot Owners who previously consented to receive notice by electronic transmission. Any expense incurred by the Association pursuant to this Section is chargeable to the Lot Owner and enforceable as an Assessment pursuant to Article VI and Sections 720.308 and 720.3085, Florida Statutes, and the Association may use its lien authority provided by Sections 720.308 and 720.3085, Florida Statutes, to enforce collection of the expense. Without limiting the foregoing, the Association may, but shall not be required to, petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned Dwelling for the benefit of the Association to offset against the rental income the Association's costs and expenses of maintaining, preserving, and protecting the Dwelling and the adjoining Dwellings, including the costs of the receivership and all unpaid Assessments, charges, interest, administrative

late fees, costs, and reasonable attorney fees.

Section 4. Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to any Lot Owners or their families, guests, invitees, lessees, contractors, or any occupants of a Dwelling for injury or damage, other than for the cost of maintenance and repair required to be made by the Association in accordance with this Declaration, as duly amended from time to time, caused by any latent condition of the Community. Further, the Association shall not be liable for any injury or damage caused by defects in design or workmanship or any other reason related to the construction and/or installation of any additions, alterations or improvements of any nature whatsoever done by or on behalf of any Lot Owner, regardless of whether or not same shall have been approved by the Design Review Committee or the Board of Directors of the Association.

Section 5. By the Lot Owners. Each Lot Owner shall clean, maintain, repair, and replace the Dwelling and all other improvements and structures located upon the Lot and everything within the boundaries of his or her Lot which is not part of the Common Property, and which is not otherwise specified herein as the responsibility of the Association to clean, maintain, repair, or replace, including but not limited to:

a. Exterior of Dwelling and Other Improvements. Subject to the Association's responsibilities and obligations for management, operation, cleaning, maintenance, repair, replacement, reconstruction, and care for certain portions of the Community as provided in this Article, each Lot Owner shall, at the Lot Owner's sole cost and expense, construct, maintain, repair, replace and repaint the exterior of the Dwelling and the exterior of any other improvement or structure located on the Lot as and when necessary to keep the Lot, and the exterior of the Dwelling constructed thereon, and the exterior of all such improvements or structures located thereon, in a condition comparable to its condition at the time of its initial installation or construction, excepting only normal wear and tear. If a Dwelling has not been constructed upon a Lot, or if the Dwelling constructed upon a Lot is unoccupied or vacant for extended periods of time, it is the continuing responsibility of the Lot Owner to ensure compliance with the provisions of this Section during the Lot Owner's absence.

b. Interior of Dwelling and Other Improvements. Each Lot Owner shall, at the Lot Owner's sole cost and expense, construct, maintain, repair, replace and repaint the interior of the Dwelling and the interior of any other improvement or structure located on the Lot. Without limiting the generality of the foregoing, the maintenance obligation of the Lot Owner with respect to the interior of the Dwelling and other improvements or structures located upon the Lot shall include, but not be limited to:

- (1) all water, sewer, electrical, plumbing, telephone, and television fixtures, apparatus, equipment, outlets, switches, wires, lines, pipes, and conduits;
- (2) all mechanical, ventilating, heating and air conditioning lines, fixtures, apparatus, equipment, switches, wires, lines, pipes, and conduits;
- (3) all screens, windows and other exterior glass and screen surfaces;
- (4) all exterior cleaning, painting or staining of all portions of the Dwelling constructed upon the Lot, and all other approved structures and improvements located thereon; and
- (5) the mailbox, if any, located on and serving the Lot.

c. Mitigation of Dampness and Humidity. No Lot Owner shall install within his Dwelling non-breathable wall coverings or low-permeance paints. All furniture and shelving in a Dwelling must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. All Lot Owners, whether or not occupying the Dwelling, shall maintain the Dwelling's air conditioning system and keep the Dwelling's temperature, whether or not occupied, at 80° Fahrenheit, or less, to minimize humidity in the Dwelling. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Lot Owner, by acceptance of a deed or otherwise acquiring title to a Lot and Dwelling, shall be deemed to have agreed that neither the Association or the Developer, or either of their third party consultants, including without limitation, the Developer's architect and/or engineer, shall be responsible, and each of them hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Lot Owner, his or her family members, guests, tenants, invitees, or the pets of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Lot Owners responsibility to keep the Dwelling clean, dry, well ventilated and free of contamination. While the foregoing are intended to minimize the potential development of mold, fungi, mildew and other mycotoxins, each Lot Owner understands and agrees that there is no method for completely eliminating the development of mold or mycotoxins. Neither the Association nor the Developer makes any representations or warranties regarding the existence or development of mold or mycotoxins and each Lot Owner shall be deemed to waive and expressly release any such warranty or representation, and any claim for loss or damages resulting from the existence and/or development of mold, fungi, mildew or mycotoxins. In furtherance of the rights of the Association as set forth in Section 3 of this Article VII, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then the Association shall have the right (but not the obligation), without acquiring the consent of the Lot Owner or any other person, to enter the Dwelling to turn on the air conditioning in an effort to cause the temperature of the Unit

to be maintained as required hereby, with all utility consumption costs to be paid and assumed by the Lot Owner. To the extent that electric service is not then available to the Dwelling, the Association shall have the further right (but not the obligation), without acquiring the consent of the Lot Owner or any other person, to connect electric service to the Dwelling, with the costs thereof to be borne by the Lot Owner, or, if advanced by the Association, to be promptly reimbursed by the Lot Owner to the Association, will all such costs to be deemed to be Assessments against the Lot Owner. Without limiting the foregoing, each Lot Owner, acceptance of a deed or other conveyance of the Lot, hereby hold the Association and the Developer, their respective officers, directors, members, managers, management firms, employees, agents, contractors, and third party consultants, including without limitation the Developer's architect and/or engineer, harmless, and agrees to indemnify all such persons, of and from any and all claims made by the Lot Owner and/or the Lot Owner's family, guests, tenants, or invitees on account of any illness, allergic reactions, personal injury and/or death to such persons or to any pets of such persons, including, without limitation, any and all expenses and costs associated with such claims, including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, and all attorneys' fees and other legal and associated expenses through and including all appellate proceedings, with respect to all matters mentioned in this Section 5c.

d. Owner's Obligation to Rebuild. Except as expressly provided to the contrary in this Declaration, including, without limitation, the provisions hereof regarding party walls and common roofs, if all or any portion of the Dwelling or any improvement or structure located upon a Lot is damaged or destroyed by fire, flood, windstorm or any other casualty, it shall be the duty of the Lot Owner, with all due diligence, to rebuild, repair or reconstruct the exterior of such Dwelling or other structure or improvement in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty.

(1) Rebuilding, repair or reconstruction shall be undertaken within six (6) months after the date the damage occurs and shall be completed within fifteen (15) months after commencement of construction, unless prevented by causes beyond the control of the Lot Owner. All such rebuilding, repair and/or reconstruction shall be subject to the prior approval of the Design Review Committee.

(2) If the amount of the damage or destruction is fifty percent (50%) or more of the value of the Dwelling or other improvement or structure, as determined by the insurance company insuring such Dwelling or other improvement or structure (or, if there is no insurance coverage for such damage or destruction, the value determined by an MAI appraiser (the cost of such appraisal to be paid by the Lot Owner)) and not the amount or percentage of the Dwelling or other improvement or structure which is actually damaged, the rebuilding, repair or reconstruction of the exterior of the Dwelling or other improvement or structure shall be performed by an Approved

Builder. If the amount of the damage or destruction is less than fifty percent (50%) of the value as determined above, the contractor performing the rebuilding, repair or reconstruction of the exterior of the Dwelling or other improvement or structure need not be an Approved Builder, however such contractor duly licensed to perform such work shall be approved in writing by the Design Review Committee in advance of commencement of the work.

(3) In the event of any rebuilding, repair or reconstruction pursuant to this Section, the Design Review Committee may require the Lot Owner to deposit with the Association an amount to be determined by the Design Review Committee in its sole and absolute discretion to be reasonably necessary to repair or replace any portion of the Common Property or any property which the Association is required to operate, maintain, repair or replace which might be damaged in any way by the rebuilding, repair or reconstruction of the Dwelling or other improvement or structure, specifically including, without limitation, all installations, improvements, utilities, landscaping and sodded areas, whether or not located within the boundaries of the Community. Notwithstanding the requirement for a damage deposit pursuant to this Section, the Lot Owner shall be responsible for any repair or replacement as described in this Section. In the event the Lot Owner fails or refuses to make such repair or replacement within thirty (30) days of receipt from the Association of written notification specifying the repair or replacement to be made, the Association shall be entitled, but shall not be obligated, to use all or a portion of the deposit to make such repairs or replacements. If the Association makes such repairs or replacements prior to completion of the rebuilding, repair or reconstruction of the Dwelling or any improvement or structure located upon a Lot pursuant to this Section, the Lot Owner shall be required to deposit with the Association a sum sufficient to bring the deposit amount held by the Association to the original amount designated by the Design Review Committee. Upon completion of the rebuilding, repair or reconstruction, as determined by the Design Review Committee, any balance of the damage deposit held by the Association shall be returned to the Lot Owner.

e. Failure to Maintain. Subject to the provisions of Chapter 720, Florida Statutes, and without limiting any other provision contained in this Declaration, in the event any Lot Owner fails to maintain the Lot, the Dwelling constructed thereon, or any improvements or structures located thereon as provided herein, the Board of Directors shall, upon thirty (30) days prior written notice specifying the deficiencies and upon the approval of two-thirds (2/3rds) of the members of the Board, have the right, but not the obligation, through its employees, agents or contractors, to enter upon the Lot to correct said deficiencies. Provided, however, that in the event of an emergency, the Association, through its agents, employees or contractors, may enter without notice of vote of the Board. All costs incurred by the Association in remedying or curing such deficiencies shall be payable by the Lot Owner to the Association, which costs shall be payable by such Lot Owner within thirty (30) days after delivery of written notice of the charge. All Owners of undeveloped Lots shall be required to maintain the Lot and shall, as a minimum, have the grass regularly cut,

have trash and debris removed, and have the Lot maintained in a condition to the satisfaction of the Board. If a Dwelling or any other improvement to a Lot is under construction, the Owner and the Owner's agents shall be required to maintain the construction site in a clean condition to the satisfaction of the Board. Any entry by the Board or its agents or representatives shall not be deemed a trespass or unlawful entry, and by acceptance of a deed for a Lot or Dwelling, or by the recordation of this Declaration, the Owner has expressly given the Board or Association the continuing permission to do so, which permission may not be revoked. The Owners shall be assessed for the actual costs incurred by the Board plus an additional administrative fee of twenty percent (20%) of the actual cost, which actual costs and administrative fee combined shall constitute the "Total Cost" for the purposes of this Section. The Total Cost shall constitute a lien on the Lot in a manner provided for in Article VI of this Declaration.

f. Notwithstanding anything to the contrary contained herein, any remodeling or renovation of the interior of a Dwelling or any other improvement or structure installed or constructed upon a Lot, which remodeling or renovation does not affect in any manner the exterior of such Dwelling, improvement or structure, including, without limitation, the appearance thereof, shall not require the prior approval of the Design Review Committee.

ARTICLE VIII - PARTY WALLS AND COMMON ROOFS

Section 1. Description of Party Walls and Common Roofs. Each Dwelling shall be part of a building containing either multiple Dwellings, depending upon the type and location of the Dwelling and the building in which it is located. The Dwellings will share walls dividing the Dwellings from each other (party walls), and all the Dwellings in a particular building will share a common roof.

Section 2. General Rule of Law to Apply to Party Walls. Each wall, including footers, which is built as a part of the original construction of the Dwellings and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law pertaining to party walls and liability for property damage caused by negligence or willful acts or omissions apply to the ownership, maintenance, use, repair and replacement of such walls.

Section 3. Structural Change. The Owners of the respective Dwellings and Lots shall make no structural changes of any nature whatsoever to any party wall or party roof.

Section 4. Sharing of Maintenance, Repair and Replacement of Party Walls. The party wall which the Owner shares in common with the Owner of the adjacent Dwelling shall be

maintained, repaired and replaced by such adjoining Owners. Except as expressly provided to the contrary in this Article, all costs, expenses and fees for such maintenance, repair and replacement shall be shared equally and paid by the Owners sharing the party wall. In the event an Owner performs maintenance of, makes repairs to, or replaces any party wall and the adjoining Owner fails or refuses to pay a his or her share of the fees, costs and expenses for such maintenance, repair or replacement, the Owner performing the maintenance, repair or replacement of the party wall shall have a right to contribution from the adjoining Owner for such share of the fees, costs and expenses. In the event an Owner sharing a party wall with another Owner fails or refuses to perform necessary maintenance, repairs or replacement of the party wall, the other Owner shall have shall have the right to request that the Association perform the necessary maintenance, repair or replacement. In the event the Association performs maintenance, repair or replacement to the party wall, the adjacent Owners shall reimburse the Association for all fees, costs and expenses incurred by the Association in performing such maintenance, repair or replacement. In the event any Owner fails or refuses to reimburse the Association as provided in this Section, the Owner's share of the fees, costs and expenses shall become a charge against the Owner's Lot, and the Association shall be entitled to file a lien against the Lot for the total amount thereof which is not paid by the Owner.

Section 5. Destruction of Party Wall by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, and if same is an insured loss, any Owner who has used the party wall may restore it, and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof not covered by insurance in proportion to such use without prejudice; subject, however, to the right of any of such Owners to call for a larger contribution from the others under and rule of law regarding liability for negligent or willful acts or omissions by an Owner, or the Owner's family, guests, invitees, agents, employees and/or contractors.

Section 6. Resolution of Disputes Regarding Party Walls. Should a dispute arise between adjoining Owners as to the necessity for particular maintenance, repairs or replacement, or with regard to the amount of the prorata obligation of each Owner for expenses incurred for maintenance, repair or replacement to the party wall, such Owners shall petition the Board of Directors for a determination of their respective rights and obligations. Such determination by the Board shall be in writing, shall be specific to the issues presented, and shall be binding upon the Owners. The Board of Directors may, by resolution adopted at a duly called meeting, refer the matter to the Design Review Committee, or if none, to a civil engineer or architect currently licensed to practice in the State of Florida, for review and recommendations, and the Board may thereafter rely upon the recommendations of the Design Review Committee, civil engineer or architect with regard to the specific issues presented. In the event a civil engineer or architect performs such review and/or makes such recommendation, his or her reasonable fees for services shall be paid by the adjacent Owners on an equal basis.

Section 7. Sharing of Maintenance, Repairs and Replacement of Common Roofs. Other than as specifically provided to the contrary in this Article, the costs and expenses of repair, maintenance and replacement of a common roof shall be shared equally by the Owners of the Dwellings located in the building that share the common roof.

Section 8. Maintenance, Repair and Replacement of Common Roof. In the event it becomes necessary, in the sole discretion of the Board of Directors, to maintain, repair or replace the common roof of any building, the Association shall be solely responsible for performing such maintenance, repair or replacement; provided, however, that the Owners of the Dwellings in that building shall be solely responsible for all fees, costs and expenses incurred or to be incurred by the Association for such maintenance, repair or replacement. The Owners of the Dwellings in that building shall share the total fees, costs and expenses for such replacement on an equal basis, regardless of any variation in the proportion of the square footage of the common roof over each Dwelling. In the event any Owner fails or refuses to reimburse the Association as provided in this Section, the fees, costs and expenses incurred by the Association therefor shall become a charge against the Owner's Lot, and the Association shall be entitled to file a lien against the Lot for the total amount thereof which is not paid by the Owner.

Section 9. Destruction of Common Roof by Fire or Other Casualty. If a common roof is destroyed or damaged by fire or other casualty, and if same is an insured loss, the Association, pursuant to this Article, or any Owner who has used the common roof may restore it, and they shall contribute to the cost of restoration thereof not covered by insurance in proportion to such use without prejudice; subject, however, to the right of any of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions by an Owner, or the Owner's family, guests, invitees, tenants, agents, employees and/or contractors, or any other occupant or user of the Dwelling.

Section 10. Negligence and Primary Responsibility. Notwithstanding any other provision of this Article, an Owner who, by such Owner's negligence or willful act, or similar acts by the Owner's family, guests, invitees, tenants, agents, employees and/or contractors, or any other occupant or user of the Dwelling, causes a party wall or common roof to be damaged or deteriorate, shall bear the whole cost of furnishing the necessary repairs and restoration to the affected party wall or common roof to the extent not covered by insurance.

Section 11. Weatherproofing; Wood Destroying Organisms. Notwithstanding any other provision of this Article, an Owner who by such Owner's negligence or willful act or failure to act, or similar acts by the Owner's family, guests, invitees, tenants, agents, employees and/or contractors, or any other occupant or user of the Dwelling, causes any party wall or common roof to be exposed to the elements, or to infestation by termites or wood destroying organisms, or other

injurious agencies, shall bear the whole cost of furnishing the necessary protections against such elements, termites, organisms or agencies, and of repairing all resulting damage.

Section 12. Approval by Design Review Committee. Notwithstanding anything to the contrary contained in this Article, all maintenance, repairs and replacements of party walls and common roofs of any nature whatsoever shall comply with all applicable governmental codes and ordinances and the rules and regulations of the Design Review Committee, and shall be approved in advance and in writing by the Design Review Committee.

Section 13. Easement for Maintenance, Repair and Replacement of Party Walls and Common Roof. The Declarant hereby reserves unto itself and hereby grants to the Association and to each Owner a perpetual, nonexclusive easement and right of ingress and egress in, under, over and across any Lot and all improvements located thereon as may be reasonably necessary for the purpose of maintaining, repairing and replacing the party walls and common roof in accordance with the provisions of this Article.

ARTICLE IX - INSURANCE

Section 1. Insurance to be Obtained and Maintained by the Association. Except as otherwise provided herein or as specifically required by Chapter 720, Florida Statutes, the Association, as agent for and on behalf of the Lot Owners and their respective mortgagees, shall use its best efforts to obtain and maintain fire, casualty, windstorm and extended coverage insurance with a responsible insurance company upon all of the insurable improvements located upon the Common Property and any personal property of the Association, for the full replacement or insurable value thereof. The coverage provided by said insurance shall be in compliance with the requirements of Chapter 720, Florida Statutes, and shall include all other perils customarily covered for similar types of projects, including those covered by a standard "all risk" endorsement. The Association shall maintain flood insurance covering any building or other structure or improvement and any other property located within any portion of the Common Property that is located in a designated hazard area in an amount equal to the lesser of (1) one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or (2) the maximum coverage available for the property under the National Flood Insurance Program. The premiums for such insurance, and any deductibles applicable thereto, shall be Common Expenses.

a. To the extent available, the following endorsements shall be required: (a) Agreed Amount and Inflation Guard Endorsement, when it can be obtained; (b) construction code endorsements, if there is a construction code provision that requires changes to undamaged portions

of the buildings even when only part of the project is destroyed by an insured hazard; (c) Special Community Endorsement providing that: (i) any insurance trust agreement will be recognized; (ii) the right of subrogation against Lot Owners will be waived; (iii) the insurance will not be prejudiced by any acts or omissions of individual Lot Owners that are not under the control of the Association; and (iv) to the extent not in conflict with the provisions of this Section, the policy will be primary, even if a Lot Owner has other insurance that covers the same loss.

b. All such insurance policies shall show the Association as the named insured, for the use and benefit of the individual Lot Owners. To the extent allowed by this Declaration and Chapter 720, Florida Statutes, the policy may specify an authorized representative of the Association, including its insurance trustee, as the named insured. The "loss payable" clause shall show the Association or the insurance trustee as a trustee for each Lot Owner and the holder of each Lot's mortgage. The policy shall also contain the standard mortgage clause and shall name as mortgagee any Institutional Mortgagee, as defined herein. When a servicer is named as the mortgagee, its name should be followed by the phrase "its successors and assigns". All such insurance policies shall require the insurer to notify in writing the Association, or insurance trustee, and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the coverage.

c. The premium for all such insurance shall be paid by the Association and shall be part of the Common Expenses. The Association shall have full authority as agent for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and institutional First Mortgagees shall be furnished, upon request, mortgagee endorsements covering their respective interests. Policies may include deductibles as determined by the Board of Directors, subject to the provisions of Chapter 720, Florida Statutes.

d. In the event of a destruction or casualty loss to any of the improvements to be insured by the Association, all insurance proceeds payable under the Association's policies shall be collected by the Association. Except as provided below, the proceeds shall be held by the Association and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. Any surplus of insurance proceeds shall be added to the Common Surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction, the Association shall obtain sufficient additional funds by levying a special Assessment on the Lot Owners. The Association's insurance carrier shall not have a right of subrogation against any Lot Owner, but if it is determined by the Board of Directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a Lot Owner, or the Lot Owner's family, guests, invitees, lessees, contractors, or any occupants of the Owner's Lot, such Lot Owner may be charged a sum sufficient to reimburse the Association

for any deductible or deficiency in insurance proceeds, which sum shall be payable by such Lot Owner within thirty (30) days after delivery of written notice of the charge. The charge shall constitute a lien on the Lot in a manner provided for in Article VI of this Declaration.

e. The Association may, but shall not be obligated to, obtain and maintain such other bonds or insurance as the Board of Directors, by a majority vote at a duly called and noticed meeting at which a quorum is present, shall deem necessary or desirable and in such amounts as the Board may deem appropriate, and the cost thereof shall be a Common Expense.

f. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Section may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

g. The Association shall obtain and maintain comprehensive general public liability insurance covering all of the Common Property and insuring the Association and the Lot Owners as their interests may appear in such amount as the Board of Directors may deem appropriate; provided, however, the policy should provide coverage of at least \$1,000,000.00 for bodily injury and property damage for a single occurrence. The liability insurance shall provide coverage for bodily injury and property damage that results from the operation, maintenance and use of the Common Property; and any legal liability that results from law suits related to employment contracts to which the Association is a party. The policy shall provide for not less than ten (10) days written notice to the Association before the insurer can cancel or substantially modify it, and similar notice shall be given to each holder of a first mortgage on an individual Lot in the Community. The premiums for such insurance coverage shall be a part of the Common Expenses. The Board of Directors shall have authority to compromise and settle all liability claims against the Association or upon insurance policies held by the Association. The Lot Owners shall have no personal liability upon any such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Lot Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

h. As required by Section 720.3033(5), Florida Statutes, and the Bylaws, the Association shall obtain and maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The term "persons who control or disburse funds of the Association" includes but is not limited to individuals authorized to sign checks on behalf of the Association, and the President, Vice-President, Secretary and Treasurer of the Association. The cost of all such fidelity bonds shall be a Common Expense.

i. The Association may also obtain and maintain such insurance for the benefit of

Association employees as the Board of Directors may determine or as may be required by law, and the cost thereof shall be a Common Expense.

Section 2. Insurance to be Obtained and Maintained by Lot Owners. The Dwelling and any other structures or improvements located upon the Owner's Lot are not included in the Common Property. They are solely and exclusively the property of the Owner of the Lot upon which they are located. Therefore, the Association is not obligated to obtain or maintain insurance of any nature whatsoever to protect all or any portion of the Dwellings or other improvements or structures located upon any Lot. The Lot Owner shall have the sole responsibility, at his or her sole cost and expense, of obtaining and maintaining fire, casualty, windstorm, flood, theft, liability and any other insurance covering the Lot, the Dwelling constructed thereon, and any improvements or other structures located on the Lot. In addition, each Lot Owner will be solely responsible for procuring and maintaining liability insurance covering losses which may occur in and upon his or her particular Lot, the Dwelling constructed thereon, or any other structure or improvement located thereon, in such amounts as he or she may deem appropriate.

ARTICLE X - CONDEMNATION AND EMINENT DOMAIN

Section 1. Taking Deemed Casualty. The taking of any portion of the Common Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Association, which shall act as the insurance trustee. Even though the awards may be payable to individual Lot Owners, the Lot Owners shall deposit the awards with the Association; and in the event of a failure to do so, in the discretion of the Association, a special Assessment shall be made against a defaulting Lot Owner in the amount of the Owner's award, or the amount of the award shall be set off against the sums hereafter described which are payable to that Lot Owner.

Section 2. Awards. Awards for the taking of any portion of the Common Property shall be used to make the remaining portion of the Common Property useable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards after the taking and after the other payments required pursuant to this Section, the work shall be approved in the manner elsewhere required for further improvement of the Common Property. The balance, if any, of the awards remaining after making the remaining portion of the Common Property useable shall be Common Surplus.

ARTICLE XI - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and non-exclusive, perpetual easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Lots and the Common Property;

b. The right of the Association to suspend the voting rights and the right to use of the Common Property by an Owner for any period during which an Assessment levied under this Declaration against his or her Lot remains unpaid, and for any infraction of its published rules and regulations, all as more particularly described in Article X of the Bylaws of the Association; provided such suspension shall not preclude ingress, egress, and access over the private streets or driveways within the Community;

c. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility as provided by the Governing Documents;

d. The right of the Association to grant easements as to the Common Property or any part thereof, as provided by the Governing Documents; and

e. The right of the Association to otherwise deal with the Common Property as provided by the Governing Documents.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Property and facilities to the members of his or her family, tenants, or contract purchasers, provided the foregoing actually reside at the Owner's Lot.

ARTICLE XII - RESTRICTIONS ON USE

Section 1. Prohibition of Certain Activities on Common Property. No damage to, or waste of, the Common Property, or any part thereof, shall be committed by any Owner or occupant of a Lot, the members of such Owner's or occupant's family, or any guest, lessee, invitee, contractor of any Owner or occupant of a Lot or his or her family. No noxious, destructive or offensive activity shall be permitted in or on the Common Property, or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other

Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Property without the prior written approval of the Board of Directors. No Owner or other permitted user shall violate the reasonable rules and regulations for the use of the Common Property, as the same are from time to time duly adopted or amended by the Board.

Section 2. Residential Use. All of the Community shall be known and described as residential property and no more than one attached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be combined and used for one Dwelling, in which event, all provisions of this Declaration, as amended from time to time, shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and easements created or reserved pursuant to this Declaration. Except as expressly provided to the contrary herein with respect to the Developer or any Approved Builder, no commercial, professional or business use of the Lots, Dwellings, Common Property shall be permitted; provided, however, any business that qualifies as a home occupation under applicable zoning ordinances shall be permitted in the Dwelling constructed upon an individual Lot. The business of operating the Association shall not be considered to be a business activity under this Section. Permitted home occupations shall meet the following requirements:

a. The use must be conducted entirely within a Dwelling and not be visible from a driveway or private street or neighboring Lots or Dwellings, and may only be carried on by members of the family permanently residing in the Dwelling, except as provided below.

b. The home occupation shall be clearly incidental and secondary to the use of the Dwelling for dwelling purposes and shall not change the residential character of the Dwelling.

c. Only the members of the family permanently residing in the Dwelling may be engaged in a home occupation within the Dwelling. Customers may not conduct business on the Lot or within the Dwelling except as otherwise expressly provided below.

d. No materials or stock in trade are to be sold on the Lot or within the Dwelling or stored outside the Dwelling.

e. The use shall not create dangerous vapors or fumes, and no use shall be permitted where noise, light, dust or vibration extends beyond the boundaries of the Lot.

f. The rooms used for home occupations shall represent no more than twenty percent (20%) of the total area of the Dwelling.

g. All activities associated with the home occupation shall be conducted entirely within the Dwelling. There shall be no display or other visible evidence other than as specifically allowed by this Section that would indicate the Dwelling is being utilized for any other use than a residential, single family dwelling, unless such display or evidence is located inside of the Dwelling in such fashion as not to be visible from the street, driveway or any other Dwelling or Lot. Without limiting the foregoing, no vehicle with commercial signage of any nature related to a home occupation shall be parked overnight on any portion of the Community except wholly within the closed garage located upon the Lot.

h. There shall be no physical change or alteration to the exterior appearance of the Dwelling that would not be appropriate to its use as a residential, single family dwelling.

i. All home occupations shall comply with all applicable laws and ordinances, and the rules and regulations promulgated pursuant thereto, specifically including, without limitation, the ordinances of Pinellas County, Florida, and the City of Dunedin, Florida.

Section 3. Structures. All Structures shall be erected within the boundary lines of the Lot, and no Structure shall be erected nearer than five (5) feet from a Rear Yard Line. The terms “Structure” and “Rear Yard Line,” shall have the meaning ascribed by the Pinellas County, Florida, and City of Dunedin, Florida, zoning and building regulations in effect as of the date of the recording of this Declaration. Swimming pools, wading pools, swim spas, fountains, fire pits, barbeques and similar Improvements are prohibited.

Section 4. Fences, Walls, and Hedges. Except for the Boundary Walls or Boundary Fences and any fences, walls or hedges originally erected, constructed, installed or planted by the Developer, if any, no fences, walls or hedges of any nature may be erected, constructed, installed, planted or maintained upon any Lot.

Section 5. Dwelling. No Dwelling as reconstructed shall have a heated, ventilated and air conditioned square foot area of less than that of the original Dwelling constructed by the Developer, exclusive of screened area, open porches, terraces, patios, and garages. All Dwellings shall use only those roofing materials and exterior improvements and paint colors approved in each case by the Design Review Committee in advance of installation. No Dwelling as reconstructed shall exceed the height of the Dwelling as originally constructed by the Developer. All Lots shall have rear lawns, sodded and landscaped in accordance with the rules and regulations adopted by the Design Review Committee, and shall meet such other requirements as are set forth in this Declaration and in the landscaping standards established by the Design Review Committee, all as duly amended from time to time.

Section 6. Restrictions Upon Use. No Lot Owner, his or her family member, guest, invitee, lessee, contractor, nor any other occupant of a Dwelling shall:

a. use any Lot other than for residential purposes for one (1) family with a maximum occupancy of eight (8) permanent residents in the Dwelling constructed upon the Lot. No more than eight (8) persons occupying the Dwelling as guests, in addition to the maximum one (1) family occupancy, shall be allowed to occupy the Dwelling at any one time. Any individual guest who is not an immediate family member of the Lot Owner may occupy the Dwelling constructed upon a Lot only for a maximum time period of thirty (30) consecutive days with a minimum of thirty (30) days between occupancies. For the purposes of this Section, the term “immediate family member” shall mean a child or parent of a Lot Owner, and such child’s or parent’s spouse or child;

b. permit loud or objectionable noises or obnoxious odors to emanate from the Lot, the Dwelling or any improvement or structure located on the Lot, or the Common Property, which may cause a nuisance to the occupants of other Lots in the sole opinion of the Board of Directors;

c. make any use of the Lot, the Dwelling or any improvement or structure located upon the Lot, or the Common Property which violates any laws, ordinances, or regulations of any governmental body;

d. fail to conform to and abide by the provisions of this Declaration, the Association's Articles and Bylaws, and such uniform rules and regulations in regard to the use of the Lots and the Common Property as may be duly adopted or amended from time to time by the Board of Directors or the Design Review Committee;

e. permit or suffer anything to be done or kept in or on the Lot, the Dwelling or any improvement or structure located upon the Lot, or in or on the Common Property which will cause damage to, or increase insurance rates on, any Lot, Dwelling or the Common Property;

f. commit or permit any public or private nuisance or illegal act in or on the Lot, the Dwelling or any improvement or structure located upon the Lot, or in or on the Common Property;

g. except as expressly provided to the contrary herein, divide or subdivide the Lot for the purpose of sale or lease or for any other purpose, nor shall the boundaries between Lots be moved or modified except as expressly provided herein;

h. obstruct the common way of ingress or egress to the other Lots or the Common Property;

i. hang any laundry, garments, or unsightly objects from any balcony, deck, or in any place readily visible from street level outside of the Lot; provided, however, pursuant to Section 163.04, Florida Statutes, the Owner may install an outdoor clothesline on the Lot in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and within the area between the Rear Dwelling Line and the Rear Yard Line. To the maximum extent allowed by law, all clotheslines and poles shall be capable of being lifted and removed during any windstorm, or during the period of any tropical storm or hurricane warning, and shall be removed when not in actual use for clothes drying purposes;

j. install or hang any window treatments that are not fabric or commercially produced window blinds. No construction paper, foil, newspaper, bed sheets, towels or similar materials shall be used as window treatments. No signs, placards or similar materials of any nature whatsoever shall be placed in any window;

k. allow anything to remain in, on or around the Lot, the Common Property which would be unsightly or hazardous;

l. allow any rubbish, refuse, yard waste, tree trimmings, garbage, or trash to be kept, dumped or allowed to accumulate on any portion of the Community, or fail to keep the Lot and the Dwelling and the improvements and structures located on the Lot in a clean and sanitary condition at all times. All rubbish, refuse, yard waste, tree trimmings, garbage or trash shall be placed only in the receptacles provided therefor, which must be located on the Lot in such a manner so as to not be visible from street level outside the Lot unless placed at the end of the driveway on the Lot pending pickup by any entity providing solid waste removal to the Community. Trash containers shall not be placed for collection earlier than 6:00 p.m. the day before collection. No burning of trash or other materials shall be permitted;

m. allow any fire hazard or health hazard to exist; fireplaces, firepits, grills or other outside cooking appliances or equipment, to the extent not restricted by the provisions of this Declaration, the rules and regulations adopted by the Board of Directors or the Design Review Committee, and/or any governmental entity, shall be installed on the Lot only pursuant to plans and specifications approved in advance by the Design Review Committee;

n. make use of any of the Common Property in such a manner as to abridge the equal rights of the other Lot Owners to their use and enjoyment thereof;

o. install or construct a fence of any nature whatsoever upon any Lot, except as may be expressly required by any applicable building code or permit, or as may be approved in writing, prior to construction or installation, by the Design Review Committee;

p. construct or install any mail box or receptacle;

q. except as expressly approved in advance and in writing by the Design Review Committee, install, place or construct on any Lot any outbuilding, basement, tent, shack, garage, shed, trailer, irrigation pump or well or other equipment, barn or temporary structure of any kind, either temporarily or permanently, except as may be placed, installed or allowed by the Developer or an Approved Builder during construction of Dwellings and other improvements and structures within the Community. HVAC equipment may be screened by a hedge, fence or wall approved in advance of construction, placement or installation in writing by the Design Review Committee so that such equipment is not unreasonably visible from street level outside the Lot;

r. place, install or construct any individual well for potable water on any portion of the Community. No septic tank or cesspools shall be permitted within Community. Each Dwelling, and any other improvement or structure constructed upon a Lot, as applicable, must be connected to the existing water and sewer systems presently operating within the Community and owned by Pinellas County, a political subdivision of the State of Florida. The requirements of this Section shall be enforced so long as the water and sewer systems presently operating within the Community are operating satisfactorily to all governmental agencies having jurisdiction, and are available for use;

s. no television, radio, or other electronic towers, aerials, antennas, satellite dishes or devices or any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed, or permitted to remain on any Lot or upon any Dwelling or other improvements constructed thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or and successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, nondiscriminatory restrictions relating to safety, location and maintenance of antennas. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to the duly adopted rules and regulations of the Association may only be installed in a rear yard location; shall not be not visible from the street or neighboring property; and shall be integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations;

t. remove, damage, trim, prune or otherwise alter any tree in the Community, except as follows:

(1) with respect to any tree located within the Owner's Lot, with the express, prior written consent of the Board of Directors or the Design Review Committee.

(2) if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an imminent danger to person or property and there is not sufficient time to contact the Board of Directors or Design Review Committee for approval.

(3) it is the express intention of this Section that the trees originally existing or installed in the Community, and those permitted to grow in the Community after said time, shall be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

In the event any tree located in the Community is removed, damaged, trimmed, pruned or otherwise altered in violation of this provision, or dies as the result of any action taken by an Owner, or his family, guests, invitees, contractors, or lessees or any other occupant of a Lot, the Association shall, in all circumstances, replace and or fully restore such tree, at the sole expense of the Lot Owner. No entry into or upon a Lot by the Association pursuant to this Section shall be deemed a trespass or unlawful entry. If the Board of Directors determines that any tree replacement or restoration required to be made by the Association was necessitated by the act of a Lot Owner, his or her family, lessees, invitees, guests, contractors, or other occupants of the Dwelling constructed upon the Lot, the cost of such maintenance, repair, or replacement shall be charged against the Lot Owner and shall be payable by such Lot Owner within thirty (30) days after delivery of written notice of the charge. The charge shall constitute a lien on the Lot in a manner provided for in Article VI of this Declaration;

u. mine, quarry or drill in any manner whatsoever for oil or other minerals within any portion of the Community;

v. commence the construction or installation of any Dwelling or other improvement or structure on the Lot, or make any modifications or changes to the exterior of any Dwelling, improvement or other structure installed or constructed upon a Lot, without the prior written approval of the Design Review Committee;

w. place, install or erect any landscape lighting or exterior lighting on the Dwelling or any improvement or structure installed or constructed on a Lot without the prior written approval of the Design Review Committee. In addition, without limiting the foregoing, all holiday lighting and decorations shall at all times comply with the rules and regulations adopted by the Design Review Committee;

x. park overnight any commercial or recreational vehicle, such as, without limitation, water craft of any nature, limousines, trucks, boats, campers, vans, trailers, tractors, tractor trailers,

motor homes, mobile homes, aircraft or similar vehicles in any driveway or on any portion of the Common Property, or any Lot, or in any other parking area, except inside the garage attached to the Dwelling constructed on the Lot (provided that the garage door may be fully closed if any such commercial or recreational vehicle is parked in the garage attached to the Dwelling); however, pickup trucks not exceeding one (1) ton, and vans designed and utilized solely for personal use, which contain no advertising, lettering or promotional information for any commercial activity or business shall be allowed. The Board of Directors shall have the right, but not the obligation, to allow exceptions to this rule when it deems appropriate in its sole and absolute discretion. No Lot Owner or any other person shall repair or restore any motor vehicle, nor any commercial or recreational vehicle, such as, without limitation, water craft of any nature, limousines, trucks, boats, campers, vans, trailers, tractors, tractor trailers, motor homes, mobile homes, aircraft or similar vehicles on any portion of the Community other than inside the Lot Owner's garage, except for emergency repair, and then only to the extent absolutely necessary to enable movement thereof to a proper repair facility. Non-operative vehicles shall not be stored or kept in or on any portion of the Community. Non-operative vehicles may be removed by the Association or the management agent at the expense of the owner of such vehicle, and the owner of such vehicle shall have no right of recourse against the Association or the management agent therefor. All-terrain vehicles, motorcycles, golf carts, mopeds, and mini motorcycles are prohibited in the Community. No tarpaulin or "for sale" signs shall be posted on any vehicles parked within the Community. Parking on the driveways and private streets in the Community is prohibited. Only guests of Owners may utilize the two visitor's parking spaces in the Community, and in any event, no guest of an Owner shall park in either of the visitor's parking spaces for more than seven (7) consecutive days. Any vehicles parked on the driveways and private streets in the Community, or parked in either of the visitor's parking spaces, in violation of this Section may be removed by the Association or the management agent at the expense of the owner of such vehicle, and the owner of such vehicle shall have no right of recourse against the Association or the management agent therefor;

y. except as expressly allowed by applicable codes adopted by Pinellas County, Florida, or the City of Dunedin, Florida, raise, breed or keep any livestock or poultry or any exotic or endangered animals of any kind in or on any Lot or any Dwelling or other improvement or structure located on a Lot, nor on the Common Property. A maximum of two dogs, or two cats, or one dog and one cat shall be allowed to reside in any one Dwelling. No such dog or cat shall weigh more than fifty (50) pounds at maturity. No animals or pets shall be allowed outside the Owner's Lot unless kept on a leash at all times, and no animals or pets shall be continuously kept or otherwise allowed to live outside the Dwelling constructed upon the Lot. No animals or pets shall be allowed to make unreasonable noise which interferes with the peaceful enjoyment of the Owners or other occupants of other Lots in the Community. All animals and pets shall be kept in conformity with the provisions of this Declaration and any further rules and regulations promulgated from time to time by the Board of Directors, and failure by the Lot Owner to comply therewith may result in

payment for damages or fines and/or removal of the offending animal(s) or pet(s) upon demand by the Association. Owners of animals and pets shall keep the Common Property and the Lots clean and free of animal waste at all times. Failure to do so may result in payment of damages or fines. “Service animals” as defined by the Americans with Disabilities Act, and the rules and regulations promulgated pursuant thereto, “assistance animals” as defined by the federal Fair Housing Act, and the rules and regulations promulgated pursuant thereto, and “service animals” as defined by Section 413.08, Florida Statutes, and the rules and regulations promulgated pursuant thereto, shall be allowed to reside within a Dwelling, provided that, to the maximum extent allowed by law, such animals and their owners shall at all times comply with the provisions of this Declaration and any rules and regulations adopted by the Board of Directors, all as duly amended from time to time;

z. Notwithstanding anything to the contrary contained in this Declaration, it is understood that dangerous dogs are an increasingly serious and widespread threat to the safety and welfare of persons and other domestic animals because of unprovoked attacks which cause injury to persons and domestic animals; that such attacks are in part attributable to the failure of owners to confine and properly train and control their dogs; and that it is appropriate and necessary to impose uniform requirements for Lot Owners and their families, guests, lessees, and invitees and any other occupants of the Dwellings who own or allow dangerous dogs on their Lots or within the Community. The provisions of this Section shall not be interpreted to in any way contradict, limit or affect the provisions of Chapter 767, Florida Statutes, as duly amended from time to time. For the purposes of this Section, the following definitions shall apply:

(1) “Dangerous dog” means any dog that according to the records of the appropriate animal control authority: (a) has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property; (b) has more than once severely injured or killed a domestic animal while off the owner’s property; or (c) has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate animal control authority. A dog may not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member; or, the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(2) “Unprovoked” means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(3) “Severe injury” means any physical injury that results in broken bones,

multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

(4) “Proper enclosure of a dangerous dog” means, while on the Lot, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements, and shall have a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property. The owner of a dog classified as dangerous by an animal control authority shall not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or lease and under control of a competent person. When being transported, such dogs must be safely and securely restrained within a vehicle. Without limiting the foregoing, the construction or installation of any such pen or structure on any Lot shall be subject to the prior review and written approval of the Design Review Committee.

(5) “Animal control authority” mean an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the City of Tampa, Hillsborough County, Florida, or the State of Florida. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority.

(6) “Owner” means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal, or, if the animal is owned by a person under the age of 18, that person’s parent or guardian.

If, while on any portion of the Community, (a) a dog that has previously been declared dangerous by an animal control authority attacks or bites a person or a domestic animal without provocation; (b) a dog that has been declared dangerous by an animal control authority attacks and causes severe injury to or death of any human; (c) a dog that has not been declared dangerous by an animal control authority attacks and causes the death of a human; or (d) a dog who has not been provoked bites, attacks, or chases in a menacing fashion any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, and was conducting himself or herself peacefully and lawfully, and was not tormenting, abusing or assaulting the dog or its owner or family member, or the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault, regardless of the former viciousness of the dog or the owner’s knowledge of such viciousness, the Association shall immediately notify the owner in writing to permanently remove the dog from the Community, and under no circumstances shall the dog be allowed onto the Community at any time or for any reason in the future. In the event the owner fails or refuses to remove the dog from the Community, or if the dog is allowed onto the Community at any time or for any reason following notice to the owner

thereof as provided in this Section, the Association shall be entitled to pursue any legal, equitable or administrative action available to it, specifically including, without limitation, obtaining an injunction against the owner and/or the dog. The prevailing party in any such action shall be entitled to recover attorney's fees and costs. A person is lawfully upon private property of such owner within the meaning of this Section when the person is on such property in the performance of any duty imposed upon him or her by the laws of the State of Florida or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner;

aa. Notwithstanding anything to the contrary contained in this Declaration or any Exhibit attached hereto, it is the intention of the Developer that the use of solar, photovoltaic and renewable energy facilities and equipment by Lot Owners be encouraged. Nothing contained in the Governing Documents, as duly amended from time to time, shall be deemed to, nor construed to, limit the right of any Lot Owner to construct, install, maintain, repair or replace and solar, photovoltaic or renewable energy facilities or equipment within the boundaries of his or her Lot; provided however, that any such construction, installation, maintenance, repair or replacement shall be subject to the provisions of Section 163.04, Florida Statutes, and the prior review and approval of the Design Review Committee;

bb. Construct, place, install or maintain any playground or recreational equipment in or on any of the Lots in the Community. No Lot Owner shall be permitted to place playground or recreational equipment on any portion of the Common Property;

cc. Except as otherwise expressly provided to the contrary in this Declaration, other than the Dwelling and its attached garage, construct, place, erect, or maintain any tent, shack, barn, utility shed or building to be constructed, placed, erected, maintained and/or used on any Lot temporarily or permanently, whether as a Dwelling or for any other purpose. No recreational vehicle may be used as a Dwelling or for any other purpose on any portion of the Community;

Section 7. Additional Use Restrictions, Additionally, each Lot Owner shall:

- a. display no artificial vegetation outside of the Dwelling;
- b. not install any concrete, asphalt, formed concrete or similar landscape curbing or edging on the Lot, nor any other landscape edging that does not meet the requirements of the rules and regulations adopted by the Design Review Committee and approved by it in advance of installation;
- c. when absent for extended periods, remove plants and movable objects and assign an

individual or firm to look after the Dwelling. The Association has no responsibility of any nature whatsoever for unoccupied Dwellings;

- d. not store fuel or flammables in garages;
- e. not convert garages to living space;
- f. keep garage doors closed when not in use;
- g. eliminate staining from irrigation systems;
- h. not lease their Dwellings for less than one (1) year, nor for more than two (2) times in any calendar year. All rentals are subject to any rules and regulations promulgated by the Board of Directors with respect to prior approval of the Association, background checks, security deposits, application fees and such other matters as the Board, in its sole discretion, may deem desirable or necessary;
- i. require background checks on prospective tenants, and provide copies of same to the Association immediately upon request;
- j. provide copies of executed leases to the Association prior to commencement of the tenancy;
- k. not install window air conditioners;
- l. not install wells or septic tanks;
- m. maintain sidewalks in front of their Dwellings in a clean and sanitary manner;
- n. not conduct individual garage or yard sales;
- o. not use the name or logo for Oak Bend Townhomes.

Section 8. Signs. Except as expressly provided to the contrary in this Declaration, no sign, billboard or advertising of any kind shall be displayed to public view on any portion of the Community without the prior written approval of the Design Review Committee. Any request for approval of a sign, billboard or advertising of any kind submitted to the Design Review Committee shall be made in writing and accompanied by a drawing or plan for one (1) discreet, professionally prepared sign conforming to the standards established by the Design Review Committee. In no

event shall more than one sign ever be placed on any Lot. Notwithstanding the foregoing provisions, the Developer specifically reserves the right, privilege and easement for itself and any Approved Builder, and their respective agents, employees, nominees and assigns to construct, to place and to maintain upon any portion of the Community such signs as it deems appropriate in its sole and absolute discretion in connection with the development, improvement, construction, marketing, and sale of any portion of the Community. Except as hereinabove provided, no signs or advertising materials of any size or type displaying the names or otherwise advertising the identity of contractors, lenders, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon, or the sale or leasing of, any portion of the Community shall be permitted. An Owner engaging in the sale or marketing of the Owner's individual Lot or individual Lot and Dwelling shall have the right to maintain a single professionally made sign on the Lot for this purpose subject to the prior written approval of the Design Review Committee. Any such sign shall comply with the requirements established by the Design Review Committee for this type of signage. Nothing in this Section shall prohibit a Lot Owner from displaying a sign of reasonable size provided by a contractor for security services at any entrance to the Dwelling.

Section 9. Amendments and Modifications by Developer. Notwithstanding any provisions of this Declaration to the contrary, the Developer reserves the right and authority, until such time as it no longer owns any Lots in the Community, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article without notice to or approval by the Association or other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development of Oak Bend Townhomes. All amendments, modifications, exceptions, or variances increasing or reducing the minimum square foot area of Dwellings, or pertaining to the location of Dwellings or other improvements on a Lot, shall be conclusively deemed to be within the authority and right of the Developer under this Section.

ARTICLE XIII - ARCHITECTURAL CONTROL

Section 1. Design Review. The most effective method of ensuring the preservation of the overall development concept of Oak Bend Townhomes, and the environment and individual property values within the Community, is through the establishment of flexible design review standards. In order to accomplish this objective, the Board of Directors may appoint a Design Review Committee as a permanent standing committee of the Association to control all design review functions within the Community. Once created, the Design Review Committee shall review all applications from contractors (other than Approved Builders or the Developer) and/or Lot Owners (hereinafter referred to in this Article as "Applicant") for compliance with the design

standards and this Declaration. In the event a Design Review Committee is not appointed, or if the Board of Directors elects to terminate a Design Review Committee for any reason, or for no reason, the Board of Directors shall act as the Design Review Committee, and all references in this Declaration shall, during all such times as the Board is acting as the Design Review Committee, mean and refer to the Board of Directors.

Section 2. Design Review Committee.

a. The purpose of the Design Review Committee is to review applications for all new Dwellings, landscaping, improvements and other structures to be located upon any Lot (excepting only the construction or installation by the Developer or any Approved Builder of any Dwellings, landscaping, improvements and other structures to be located upon any Lot and, except as specifically provided to the contrary herein, all alterations, modifications or changes made thereto by the Developer or any Approved Builder), and all alterations, modifications or changes to existing approved Dwellings, landscaping, improvements or other structures located on any Lot in the Community, specifically including, without limitation, hurricane shutters. In addition, the Design Review Committee shall review and approve, in the same manner as provided herein for Lot Owners, all alterations, modifications or changes to the landscaping, improvements and other structures located upon the Common Property; any alterations, modifications or changes to any Boundary Wall and Boundary Fence, lighting, structures, signage and/or adjacent landscaping located at the entrance to the Community from New York Avenue.

b. The Design Review Committee shall review and approve, approve with conditions, or disapprove, all applications submitted to it on the basis of function, public safety and aesthetic considerations, and the overall benefit or detriment to the Community, and for compliance with this Declaration and any design standards adopted by the Committee; provided, however, that no provision of this Declaration, the Articles or Bylaws of the Association, the rules and regulations of the Association, nor any rules or regulations adopted by the Design Review Committee shall create any requirement or limitation in conflict with any provision of Part II of Chapter 373, Florida Statutes, or a water shortage order, other order, consumptive permit, or rule adopted or issued pursuant to Part II of Chapter 373, Florida Statutes.

c. The Design Review Committee is responsible for carrying out its duties on behalf of all Owners of Lots for the benefit of the entire Community.

d. The Design Review Committee may initially consist of three (3) persons appointed by the Developer in its sole discretion until such time as the last closing of the sale by the Developer of a Lot in the Community occurs. Thereafter, the three (3) members of the Design Review Committee, may be appointed by the majority vote of the Board of Directors. The members of the

Design Review Committee shall each serve for a term of one (1) year.

f. Each member of the Design Review Committee shall have an equal vote, and the Committee shall meet as necessary to review applications.

Section 3. Review and Approval of Plans and Specification for New Construction, Additions, Alterations or Changes to Structures. Except as expressly provided to the contrary in this Declaration, after creation of the Design Review Committee, no Dwelling, improvement, structure, landscaping, building, wall, fence, roof antenna, cable television antenna or facility, signage, satellite dish, or other work required to be approved by the Design Review Committee pursuant to this Declaration shall be commenced, erected, or maintained upon any Lot in the Community, nor shall any exterior addition to any such Dwelling, improvement, structure, landscaping, building, wall, fence, roof antenna, cable television facility, satellite dish, or any other work, change or alteration thereto be made until the plans and specifications therefor showing the nature, kind, shape, height, materials, and location of the same shall have been submitted and approved in writing as to the harmony and compatibility of its external color, design and location, with the surrounding structures and topography, by the Design Review Committee. Any variance from approved plans and specifications during construction without the prior written approval of the Design Review Committee shall be deemed a violation of this Declaration. The Design Review Committee shall have the right to set fees and charges for review, which fees and charges shall be paid by the Applicant. It is recommended that all contractors, architects or designers contact the Design Review Committee prior to the commencement of designs and plans in order to receive information regarding the review and approval process. All plans and specifications related to modifications of existing improvements shall be prepared by a duly licensed civil engineer, landscape architect or architect, as appropriate.

Section 4. Applications; Appeals; Variances and Special Exceptions.

a. All applications shall be submitted to the managing agent or the Design Review Committee so that they are received by the Design Review Committee at least five (5) business days prior to any scheduled Committee meeting. Any incomplete applications shall be returned, with no action taken. An application may be withdrawn at any time without prejudice; provided, however, that no fees or charges shall be reimbursed to the Applicant unless a written request for withdrawal is received by the Design Review Committee within twenty-four (24) hours after submission of the application.

b. The Design Review Committee shall, within thirty (30) days of the date of the Committee meeting at which a fully completed application has been received, provide the Applicant with (1) a written approval of the application; (2) a written approval of the application subject to

specific conditions; or (3) a written denial of the application, citing the reasons for such denial. In the event the Design Review Committee fails to provide written notice as provided herein, the application shall be deemed to be approved except to the extent that it violates any express provision of this Declaration or the rules and regulations and standards duly adopted by the Design Review Committee.

c. If an application has been denied, or if an approval is subject to conditions which an Applicant feels create a hardship unique to the improvement under consideration or are unwarranted, the Applicant may request a hearing before the members of the Board of Directors and the members of the Design Review Committee combined. The Design Review Committee shall determine the additional fees to be paid by the Applicant for such hearing and additional review. At the hearing, the Applicant will be allowed to present its position on the matter and make requests or recommendations as to an alternative action. After the hearing, the Board of Directors and the Design Review Committee will review the information presented and notify the Applicant of their final decision within ten (10) working days of the hearing. The decision of a majority of the Board of Directors and by a majority of the members of the Design Review Committee regarding the appeal shall be final.

d. The Design Review Committee shall be authorized to grant variances and/or special exceptions from any of the rules, standards, regulations or procedures which may be established by it owing to existing or special conditions and/or circumstances whereby a literal enforcement of the provisions thereof would result in hardship, provided said variance or exception does not adversely affect the overall character and quality of the Community nor set any precedent that might affect future decisions of the Design Review Committee on similar matters. In granting any variance or exception, the Design Review Committee may prescribe any conditions and safeguards it deems reasonably necessary as terms under which such variances or exceptions shall be granted.

Section 5. Responsibilities. On behalf of the Association, the Design Review Committee shall be empowered to perform the following services:

a. To require high standards of design and quality of construction and authenticity of architectural style through enforcement of this Declaration and any rules, standards, regulations or procedures which it may establish.

b. To assure compatible architectural designs and harmonious relationships with neighboring properties and land uses.

c. To establish and collect fees for the review of applications as may be required, and which may be subject to change from time to time.

d. To assure that all Lots, and Dwellings and other improvements or structures located on the Lots are properly maintained as prescribed in this Declaration.

e. To establish and/or amend such rules, standards, regulations or procedures regarding design review and applications as it may deem reasonably necessary from time to time, provided, however, that such rules, standards, regulations or procedures shall not be established or amended more frequently than once each calendar year, and all substantive changes to such rules, standards, regulations or procedures shall require approval by the affirmative vote of a majority of the voting interests of the Members of the Association and the unanimous approval of the Design Review Committee. All such rules, standards, regulations or procedures shall be in writing and shall be available upon request to any Lot Owner. The Design Review Committee may charge the Lot Owner the cost of reproduction of said rules, standards, regulations or procedures, provided, however, that the cost shall not exceed \$0.25 per page for copying expenses or same may be delivered via electronic transmission at no expense.

f. To contact Applicants whose plans and specifications have been approved with conditions, or disapproved, and to provide reasonable assistance and recommendations for adjustments to bring such applications into compliance with this Declaration and any of the rules, standards, regulations or procedures which may be established by the Design Review Committee.

g. To maintain copies of applications, design documents and related records as a part of the official records of the Association.

h. To monitor violations of this Declaration and any of the rules, standards, regulations or procedures which may be established by it, and to notify the Board of Directors of same for appropriate action.

i. The Design Review Committee shall have the right, but not the obligation, to make periodic field visits to observe construction to determine compliance of any application with this Declaration and the rules, standards, regulations or procedures which may be established by it.

Section 6. Limitation of Responsibilities. The Design Review Committee shall not be responsible for any of the following:

- a. The structural adequacy, capacity or safety features of any proposed improvement.
- b. Finished floor elevations, soil erosion, uncompactable or unstable soil conditions, or site grading or drainage.

c. Compliance with any local, state and/or federal building codes, safety requirements, governmental laws, regulations and/or ordinances.

d. Performance or quality of work of any contractor, subcontractor, laborer, supplier or materialman.

e. Neither the Design Review Committee, the Board of Directors of the Association, the Association, nor any of the officers, Directors, other committee members, agents or contractors of the Association, nor Members of the Association shall be deemed to have assumed any liability for any damage, loss or prejudice suffered or claimed on account of any undertaking by consequence of the enactment or enforcement of, or failure to enact or enforce, rules, standards, regulations or procedures regarding design review and applications for any Dwelling or other improvement or structure located on any Lot, and no act or omission shall be construed to impose any liability upon the members of the Design Review Committee, the Board of Directors of the Association, the Association, nor any of the officers, Directors, committee members, or Members of the Association for damages which any Lot Owner may sustain or claim. Each Lot Owner shall, in each and every instance, be solely responsible for the safety and quality of the Dwelling or other improvements or structures constructed on, erected by or for, or located upon said Owner's Lot. It is understood that the standards imposed by this Declaration and the Design Review Committee are in all cases minimum standards.

Section 7. Developer and Approved Builder Exemption. Notwithstanding anything to the contrary contained herein, all Dwellings and all other structures or improvements installed or constructed within the Community, including, without limitation, landscaping located on the Lots, on the Common Property, and/or at the entrance to the Community from New York Avenue, by the Developer or an Approved Builder shall be deemed to be approved in perpetuity. The Developer and all Approved Builders are hereby exempted from all requirements contained in this Declaration in general and this Article XII in particular related to approval of any Dwellings and any structures or improvements installed or constructed within the Community, or any alterations, modifications or changes thereto, or any including, without limitation, landscaping located on the Lots, on the Common Property, and/or at the entrance to the Community from New York Avenue.

Section 8. Exculpation for Approval or Disapproval of Plans. Without limiting the foregoing, the Developer, any and all members of the Design Review Committee, the Board of Directors, and the Association, and any and all officers, directors, employees, agents and members of any of them, shall not, either individually, jointly or severally, be liable or accountable in damages or otherwise to any Owner or any other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article,

or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Committee for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall not bring any action, proceeding or suit against the Developer, the Design Review Committee, the Board of Directors, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Committee, or by the Developer, or by the Board of Directors for the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and the Design Review Committee manual, rules or regulations, and the acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Committee manual, rules and regulations, and shall not be reviewed or approved for their compliance with any applicable governmental regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, or the inspection of construction pursuant to this Article, neither the Developer, the Design Review Committee, the Board of Directors, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of any governmental regulations or for any defect or any nature whatsoever in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other material approved pursuant to this Article.

ARTICLE XIV - EASEMENTS

Section 1. Expansion of Common Property. Additions to the Common Property may be made in accordance with the terms of this Declaration. The Developer shall not be obligated however to make any such additions. Any and all such additions to the Common Property by the Developer must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Pinellas County, Florida, by or on behalf of the Developer for any such Common Property or the designation of such Common Property on the Plat of the Community, or by the recording of a lease in such County records by or on behalf of the Developer and/or the Association for any such Common Property. The Association shall be required, upon request of the Developer, to execute any documents necessary to evidence the acceptance of such additions to the Common Property.

Section 2. Boundary Walls and/or Boundary Fencing. The Developer may construct

Boundary Wall and/or Boundary Fencing along all or part of the perimeter of the Community, including, without limitation, the publicly dedicated arterial and collector streets bounding its perimeter, of such materials as shall be determined by the Developer in its sole and absolute discretion, however the Developer shall not be obligated to build same. Such walls and fences (hereinafter collectively referred to as the “Boundary Walls” or “Boundary Fencing”), may be constructed on dedicated rights of way, private streets, the Common Property, portions of the individual Lots, or other land of Owners adjacent to such rights of way. Whether or not located on Common Property, the Association shall maintain, repair and replace, at its expense, such Boundary Walls or Boundary Fencing, if any, and all costs and expenses incurred by the Association in performing such maintenance, repair and replacement shall be a Common Expense. The Developer, for itself and its successors and assigns, and for the Association, hereby reserves a perpetual, non-exclusive easement five (5) feet wide running along the rear Lot line of all Lots in the Community for construction of Boundary Walls and/or Boundary Fencing.

Section 3. Easement for Maintenance. The Developer hereby reserves to itself and grants to the Association, and to their respective agents, employees and contractors, a non-exclusive, perpetual easement as to all land within the Community to the extent reasonably necessary to discharge the duties of Boundary Wall or Boundary Fencing construction, maintenance, repair or replacement under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. The Developer also hereby reserves for itself and the Association, and their respective grantees, successors, legal representatives and assigns, a non-exclusive perpetual easement for ingress and egress to, over and across the Community, specifically including, without limitation, the Lots, for the purpose of exercising its and their rights and obligations under this Declaration.

Section 4. Reciprocal Easements. There shall be reciprocal appurtenant and perpetual non-exclusive easements between the lands adjacent to either side of a Boundary Wall or Boundary Fence for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of such Boundary Walls or Boundary Fencing as constructed, repaired or reconstructed.

Section 5. Irrigation. The Developer may, but shall not be obligated to, install irrigation and sprinkling equipment and facilities on all or any portion of the Community, or within the landscaped area of the entry to the Community from New York Avenue which the Association is obligated to maintain under this Declaration. The Developer shall have the right, but not the obligation, to ensure that such irrigation and sprinkling equipment and facilities comply with the provisions of the Florida Water Star program certification requirements. The Association shall be obligated to maintain, operate, replace and repair all irrigation and sprinkling equipment and facilities, whether installed by the Developer or the Association, specifically including, without

limitation, to maintain any Florida Water Star certification obtained by the Developer, all at the Association's sole cost and expense, and all costs and expenses related thereto incurred by the Association shall be Common Expenses.

Section 6. Egress and Passage Easement. There is hereby created, granted and reserved for the benefit of the Developer, the Association and each Owner of each Lot, piece, parcel or tract of land within the Community, and also for the benefit of all private entities and public agencies providing pickup and delivery services, fire protection, law enforcement and other governmental services, including but not limited to the United States Postal Service, a non-exclusive, perpetual easement for pedestrian and vehicular ingress, egress and passage over and upon all driveways and private streets within the Community, as the same are shown on the Plat. Such easement for ingress, egress and passage shall be subject to and limited by such reasonable traffic and speed regulations and security controls, including temporary stoppage and interruption at gated entrances, if any, as may from time to time be established and promulgated by the Board of Directors.

Section 7. Utility Easements. There are hereby created, declared, granted and reserved for the benefit of the Developer, Pinellas County, Florida, the Association, all Owners and any public or private providers of utility services to the Community and their respective successors and assigns, a perpetual non-exclusive easement for utility purposes over, under, within and upon all private streets within the Community, and over, under, within and upon all other utility easements and easement areas shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements shall include, without limitation, those providing electric power, natural gas, potable water, reclaimed water, irrigation, lighting, storm sewer, sanitary sewer, telephone, television antenna and cable television facilities, and electronic security facilities. However, easements though a Lot shall be only according to the plans and specifications for the construction of the Dwelling or other improvements or structures located on the Lot or as such Dwelling, improvements or structures are actually constructed, or reconstructed, unless approved in writing by the Owner of that Lot. A Lot Owner shall do nothing within or outside the Owner's Lot or the Dwelling constructed thereon or any other improvement or structure located on the Lot that interferes with or impairs the utility services using these easements. The Developer, Pinellas County, Florida, the Association, and any public or private providers of utility services to the Community and their respective successors and assigns shall have a right of access to each Lot for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon, and the right, but not the obligation, to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the

Lot Owner's permitted use of the Lot, and except in the event of an emergency, entry into any Lot shall be made on reasonable notice to the Owner. No such access shall be deemed to be a trespass or unlawful entry.

Section 8. Drainage Easements. There is hereby created, declared and reserved for the benefit of the Developer, Pinellas County, Florida, the City of Dunedin, Florida, the Association and all Owners a non-exclusive, perpetual easement for stormwater collection, retention, detention and drainage over, upon and within the rights of way and all private streets within the Community, and over, upon and within all other drainage easements shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration, together with an easement and license to enter upon such easements and easement areas for the purpose of constructing, installing, inspecting, maintaining, repairing, and replacing any and all stormwater drainage systems, Surface Water Management System Facilities, and any other improvements and/or facilities from time to time located therein or thereon. Additionally, the Developer, for the benefit of itself, the Association and all Owners, reserves non-exclusive, perpetual easements over, upon and within any and all other portions of the Community as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Community; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or the Common Property affected thereby or any improvements from time to time placed, located, constructed, erected or installed thereon.

Section 9. Emergency Access and Drainage Easement. There is hereby created, declared, granted reserved for the benefit of Pinellas County, Florida, and the City of Dunedin, Florida, a non-exclusive, perpetual easement over and upon the driveways and private streets within the Community and all drainage easements comprising and appurtenant to the Surface Water Management System Facilities for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System Facilities in the event that inadequate maintenance or repair of the Surface Water Management System Facilities shall create a hazard to public health, safety or general welfare. To the extent that Pinellas County, Florida, and/or the City of Dunedin, Florida, shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System Facilities because of the inadequate maintenance and repair thereof by the Association, Pinellas County, Florida, and/or the City of Dunedin, Florida, as appropriate, shall have a lien upon the Common Property as security for the payment by the Association of those costs and expenses reasonably incurred by Pinellas County, Florida, or by the City of Dunedin, Florida, in connection therewith. It is expressly provided however, that the creation, declaration and reservation of such Emergency Access and Drainage Easement shall not be deemed to impose upon Pinellas County, Florida, or the City of Dunedin, Florida, any obligation, burden, responsibility or liability to enter upon the Community or any portion thereof to take any action to maintain or to repair the Surface Water Management System Facilities or any portion or portions thereof.

Section 10. Rear Yard Drainage and Utility Easements. There is hereby created, declared, granted and reserved for the benefit of the Developer, the Owners and all public or private providers of utility services to the Community, and their respective successors and assigns, a perpetual non-exclusive easement for drainage and utility purposes in that area which is adjacent to and within five (5) feet of the rear lot line of each Lot.

Section 11. Sidewalk Easements. There is hereby created, declared, and reserved for the benefit of the Developer, the Association and all Owners a non-exclusive, perpetual easement for sidewalk purposes over, within and upon all driveways and private streets within the Community as shown on the Plat, for the purposes of constructing, installing, maintaining, repairing, and replacing from time to time the sidewalk system of the Community, to the extent such system, if any, is required by Pinellas County, Florida, or the City of Dunedin, Florida. All of such benefitted parties shall have a non-exclusive, perpetual easement for pedestrian ingress, egress and passage over and upon any sidewalks from time to time located, constructed and maintained within the Community. The Sidewalk Easements and the sidewalks from time to time constructed, installed and located therein, if any, are hereby declared and shall hereafter be deemed to be Common Property; notwithstanding that the same may be located upon Lots the fee simple title to which is vested in the Owners of the affected Lots. It is expressly provided that the construction and installation within the Sidewalk Easement areas of driveways or driveway approaches and the installation of irrigation and utility services intended to service any Lot shall be permitted encroachments into such Sidewalk Easement areas. It is further expressly provided that the streets contemplated in the Community are intended to be private and operated, managed, maintained, repaired and replaced by the Association and all costs and expenses thereof incurred by the Association shall be Common Expenses.

Section 12. Natural Growth. There shall be easements for overhanging natural growth of trees and shrubbery over the Lots and the Common Property; provided, however, no shrubbery, trees or other plantings shall adversely impact the use of photo-voltaic or solar thermal devices or other improvements located upon any Lot which are designed to provide or promote renewable energy. Native trees and those located within the Community prior to commencement of construction of the Dwellings, and which have not been removed during the construction process, shall be pruned and trimmed in accordance with guidelines published by the University of Florida Extension Service, Pinellas County, Florida, or the City of Dunedin, Florida. In any event, all trees, shrubbery and other plantings shall at all times conform to the landscape guidelines of the Design Review Committee, as they exist from time to time, and all removal, pruning or trimming shall be performed in accordance with the provisions of this Declaration.

Section 13. Common Property Easement. There is hereby created, declared and reserved for the benefit of the Developer, the Association and each Owner a non-exclusive perpetual

easement upon, and the right and privilege of using, any and all of the Common Property, including, without limitation, the driveways and private streets within the Community, for ingress, and egress, and for the passive recreation and the health, safety and welfare of the residents of and visitors to the Community. The easement and right to use and enjoy the Common Property, however, shall be subject to regulation by the Association, including the right of the Association to suspend such use and enjoyment as more particularly provided in the Bylaws of the Association. The rights granted herein shall extend to additional recreational lands benefitting the Community, by lease or otherwise, if any.

Section 14. Association Easement. There is hereby created, declared and granted to the Association, its agents, employees and contractors, such non-exclusive perpetual easements over and upon all or any portion of the Community as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles, the Bylaws, and the duly adopted or amended Rules and Regulations of the Association. Such Association Easement shall be in addition to the Drainage Easements herein above granted to the Association for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing any and all portions of and facilities comprising the Surface Water Management System Facilities for the Community.

Section 15. Easement of Support. Every portion of a Dwelling contributing to the support of a building or an adjacent Dwelling shall be burdened with an easement of support for the benefit of all Dwellings in the Building.

Section 16. Air Space. Each Dwelling shall have an exclusive easement for the use of the air space occupied by the Dwelling as it exists at any particular time and as the Dwelling may lawfully be altered.

Section 17. Encroachments. If any portion of the Common Property encroaches upon any Lot or Dwelling; if any portion of a Dwelling (specifically including, without limitation, any balcony or awning attached to or extending from a Dwelling) encroaches upon any other Dwelling or upon any portion of the Common Property; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting or any improvement; (iii) any addition, alteration or repair to the Dwelling made by or with the consent of the Association or the Design Review Committee; (iv) any repair or restoration of any party wall or common roof of any Dwelling after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of the Dwelling; or (v) any non-purposeful or non-negligent act of a Lot Owner, then, in any such event a valid easement shall exist for such encroachment and for the maintenance and repair of same for so long as such improvements shall stand. Such easements shall exist to a distance of not more than five (5) feet as measured from any

common boundary between adjacent Dwellings and between any Dwelling and any adjacent Common Property along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance, repair and use of the encroaching improvements in favor of the affected Lot Owners and the Association.

Section 18. Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Lots, the Dwellings constructed thereon, and the Common Property.

Section 19. Intended Creation of Easements. Should the intended creation of any easement contemplated hereby fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the party or parties to whom the easements were originally granted the benefit of such easement and the Lot Owners hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement. Each of the foregoing easements is a covenant running with the land of the Community and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes without the recorded joinder and consent of all of the persons or entities benefitted by such easements, and each easement shall survive the termination of the Community.

Section 20. Grant of Additional Easements; Modification and Termination. The Developer (so long as it owns any Lots) and the Association, on their behalf and on behalf of all Lot Owners, shall each have the right to (i) grant and declare additional easements over, upon, under and/or across the Community and the Common Property in favor of the Lot Owners and their families, lessees, guests, contractors, and invitees, and any other occupants of the Dwellings, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside the Community in favor of the Association and/or the Lot Owners and their families, lessees, guests, contractors, and invitees, and any other occupants of the Dwellings, or in favor of any person, entity, public or quasi-public authority or utility company, as the Developer or the Association may deem desirable or appropriate for the proper management, operation, cleaning, maintenance, repair, replacement, reconstruction, conservation, care for, and control of the Common Property and the Community, or any portion thereof, or for the health, safety or welfare of the Lot Owners, and their families, lessees, guests, contractors, and invitees, and any other occupants of the Dwellings, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Lots and Dwellings

for residential purposes, no joinder of any Lot Owner or any mortgagee of any Lot and/or Dwelling shall be required. If same would unreasonably and adversely interfere with the use of any Lot or Dwelling for residential purposes, only the joinder of the Lot Owners and the mortgagees of Lots so affected shall be required. To the extent required by law, all Lot Owners hereby irrevocably appoint the Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

Section 21. Easements Reserved in Common Property. The Developer hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Property for the installation, maintenance, replacement and repair of drainage, irrigation, water, sewer, electric and other utility lines and facilities, regardless of whether or not such easements benefit land which is or will become part of the Community. The Developer shall further have the right, but not the obligation, to install drainage, irrigation, and/or water, sewer and other utility lines and facilities in, on, under and over the Common Property, regardless of whether or not such lines and facilities benefit land which is or will be within the Community. The Association shall join in or separately execute any easement for the foregoing purposes which the Developer shall direct or request from time to time.

Section 22. Maintenance of Certain Easements. Neither the easement rights reserved pursuant to this Declaration nor as shown on the Plat shall impose any obligation on the Developer to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use 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 drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by the Developer in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas, shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which the Association or a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Developer shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

ARTICLE XV - SURFACE WATER MANAGEMENT SYSTEM FACILITIES

In accordance with regulations promulgated by the Southwest Florida Water Management District, the following covenants and restrictions apply to the Surface Water Management System Facilities, if any:

Section 1. The Surface Water Management System Facilities are located on land that is designated Common Property on the Plat, are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association and its successors.

Section 2. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, or a wet retention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

Section 3. The Association is responsible for operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit and any and all other permits affecting the Community.

Section 4. A method of assessing funds and collecting the assessed funds shall be created by the Association for operation, maintenance and replacement of the Surface Water Management System Facilities.

Section 5. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 6. Any proposed amendment of the Governing Documents affecting the Surface Water Management System Facilities (including environmental conservation areas and the water management portions of the Common Property) must be submitted to the District for a determination of whether the amendment necessitates a modification of the environmental resource permit. If a modification is necessary, the District will so advise the permittee. The amendment affecting the Surface Water Management System Facilities as described in this paragraph may not be finalized until any necessary permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 7. The restrictions shall be in effect for at least twenty-five (25) years with automatic renewal periods thereafter.

Section 8. The Association shall exist perpetually unless dissolved according to law. However, if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to one of the following: (1) local government units, including counties and municipalities; (2) active water control districts, drainage districts, Community Development Districts, Special Assessment Districts, or water management districts; (3) state or federal agencies; (4) duly constituted communication, water, sewer, stormwater, electrical, or other public utilities; (5) construction permittees; or (6) non-profit corporations, including homeowners' associations, property owners' associations, Community owners' or master associations; provided that any non-profit corporation shall have sufficient powers to (a) own and convey property; (b) operate and perform maintenance of the permitted project on common property as exempted or permitted by the Agency; (c) establish rules and regulations governing membership or take any other actions necessary for the purposes for which the corporation or association was organized; (d) assess members for the cost of operating and maintaining the common property, including the stormwater management system, and enforce the collection of such assessments; (e) sue and be sued; (f) contract for services to provide for operation and maintenance (if the association contemplates employing a maintenance company); (g) require all owners of real property or units to be members of the corporation or association; and (h) demonstrate that the land on which the system is located is owned or otherwise controlled by the corporation or association to the extent necessary to operate and maintain the system or convey operation and maintenance to another entity.

Section 9. If the Community has on-site wetland mitigation required by the District, Pinellas County, Florida, the State of Florida, or the Army Corps of Engineers, which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) in compliance with all applicable permitting or site plan approvals. With respect to the Environmental Resource Permit, such allocation of funds in the Association's budget shall continue until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

ARTICLE XVI - RIGHTS OF DEVELOPER

Section 1. Certain Rights of Developer. Notwithstanding anything to the contrary contained herein, until the date the final certificate of occupancy has been issued for the last Dwelling constructed on a Lot in the Community, the Developer and the Approved Builders, and their respective employees, contractors, subcontractors, materialmen, laborers, suppliers and agents, shall have the following rights, in addition to those more particularly set forth herein or allowed by law:

- a. To use, occupy and demonstrate all portions of unsold Lots, any Dwellings and other

structures or improvements installed or constructed thereon, and the Common Property and any structures or improvements installed or constructed thereon, for the purpose of promoting and aiding the development, construction, marketing, advertising, sale or rental of Dwellings and/or Lots.

b. To display and erect signs, billboards and placards, and such other marketing and/or advertising material as the Developer or any Approved Builder shall determine, in its sole and absolute discretion, and to store, keep, exhibit and distribute printed, verbal, audio and visual promotional materials in and about the unsold Lots, the Dwellings and other structures or improvements constructed or located thereon, and the Common Property and any structures or improvements constructed or located thereon.

c. To construct and maintain on any part or parts of Lots owned by the Developer or any Approved Builder, or the Common Property, any and all such Dwellings, models, structures and improvements as may be necessary in the sole discretion of the Developer or an Approved Builder for the completion of the construction, development, marketing, advertising, sale or rental of Dwellings or Lots, the establishment of the Community and development contemplated by the Developer, and the disposition of Dwellings and Lots by sale, lease or otherwise.

d. The Developer and any Approved Builder is irrevocably empowered, notwithstanding anything contained herein to the contrary, to sell, lease or rent Dwellings and/or Lots owned by it to any person or entity at terms determined by the Developer or the Approved Builders, as appropriate, in its sole and absolute discretion. The Developer and any Approved Builder shall each have the right to transact within the Community any and all business necessary in its sole and absolute discretion to consummate the sale of Dwellings and/or Lots or to conduct its general business operations, including, but not limited to, the right to construct, occupy, and maintain models and sales, administration, business and construction offices or trailers; erect signs of any nature whatsoever; place employees, agents or contractors in the offices or trailers; use the Common Property; and show sold and/or unsold models, Dwellings and/or Lots. In addition, and without limiting the generality of the foregoing, the Developer and any Approved Builder shall each have the right to show the models, Dwellings, and Lots it owns, or has leased, or has received a right from the owner thereof to show, and the Common Property to any prospective purchasers and lessees from the Developer or any Approved Builder, as well as the right to place and maintain signs and other promotional material on the models, the Dwellings, and the Lots it owns, as well as on any portion of the rest of the Community. The Dwellings and Lots owned by the Developer or any Approved Builder, any models, and any sales, administration, business and construction offices or trailers, signs, and all items pertaining to development, construction, marketing and sale of models, Dwellings and Lots shall not be considered Common Property and shall remain the property of the Developer or the Approved Builder, as appropriate. In the event there are unsold Lots, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other

Owners, save for the rights contained in this Section and as otherwise specifically described in this Declaration.

e. Notwithstanding anything to the contrary contained herein, the Developer shall have the unrestricted right to show any model home constructed on a Lot to any person whomsoever, whether or not that person intends to purchase a Lot in the Community, or intends to build a home in some other location. The Developer shall have the absolute right to retain ownership of, or to lease from the owner thereof, any model home or Dwelling constructed on a Lot in the Community, for as long as it desires and without obtaining the consent or approval of the Association, any Lot Owner, or any other person or entity.

f. Notwithstanding anything to the contrary contained herein, the Developer and the Approved Builders, and their respective employees, contractors, subcontractors, materialmen, laborers, suppliers and agents shall be exempt from the provisions of Section 6x of Article XI hereof regarding parking in the Community to the extent that a vehicle is engaged in any activity related to the development, construction, maintenance, marketing or sale of Lots or any Dwellings, or any other improvement or structure constructed or installed, or to be constructed or installed on a Lot or the Common Property.

g. As more particularly described in Article XII hereof, and notwithstanding anything to the contrary contained herein or in any of the Governing Documents, as duly adopted or amended from time to time, the Developer and any Approved Builder shall not be obligated or required to obtain the approval of the Design Review Committee for any Dwelling or other improvement or structure constructed, installed, located or placed upon any Lot or the Common Property.

h. The Developer hereby reserves the right to elect, remove, and replace from time to time the Directors of the Association in accordance with the provisions of the Association's Articles and Bylaws and Chapter 720, Florida Statutes, and the rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes.

i. In addition to the foregoing, the Developer, for itself and the Approved Builder, and their respective successors, assigns, agents, suppliers, contractors, subcontractors, employees, guests and invitees, including, without limitation, any person occupying the property more particularly described in Exhibit "A" attached hereto, expressly reserves a non-exclusive, perpetual easement for ingress and egress and passage over and across all driveways and private streets existing from time to time within the property more particularly described in Exhibit "A" attached hereto, whether such driveways and private streets are ultimately within or outside the Community. Such easement shall not be limited at any time or for any purpose whatsoever, including without limitation, to any specific times, days or holidays. In furtherance of such easement for ingress and egress, the

Developer and any Approved Builder shall be entitled to gain access to the Community via any gates or entryways using a pass code, remote control or such other means as may be provided to Lot Owners and such access shall not be limited in any manner whatsoever by the Association, the Board of Directors or any Lot Owner.

Section 2. Additional Development. The Developer, for itself and its successors, designees, nominees, grantees and assigns, does hereby reserve non-exclusive, perpetual easements for ingress and egress and passage over and across all driveways and private streets existing from time to time within the Community, as well as easements for utilities, including but not limited to those necessary to provide electricity, telephone, water, sewer, lighting facilities, irrigation, drainage, television reception facilities, security services, and other facilities in connection therewith. The Developer, for itself and its successors, designees, nominees and assigns reserves the right to impose on the Common Property and the Community such other easements and cross easements for any of the foregoing purposes as it deems, in its sole and absolute discretion, to be in the best interest of and necessary and proper for the Community or for development of any nature whatsoever of any lands adjacent to the Community.

Section 3. Construction and Sales Easements.

THE DEVELOPER RESERVES THE ABSOLUTE RIGHT TO UTILIZE ALL IMPROVEMENTS OR FACILITIES LOCATED UPON OR WITHIN THE COMMUNITY, AND, IN ITS SOLE AND ABSOLUTE DISCRETION, TO CONSTRUCT AND USE NEW IMPROVEMENTS OR RELATED FACILITIES (SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION AND INSTALLATION OF NEW DRIVE AREAS AND ENTRY GATE FACILITIES, IF ANY) FOR ANY AND ALL PURPOSES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THOSE PURPOSES RELATED TO THE DEVELOPMENT, CONSTRUCTION, MARKETING AND SALES OF ANY OR ALL OF THE LOTS, DWELLINGS AND OTHER IMPROVEMENTS IN THE COMMUNITY, IN THE DEVELOPER'S SOLE AND ABSOLUTE DISCRETION. FURTHER, THE DEVELOPER, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY ALLOW ANY APPROVED BUILDER CONSTRUCTING DWELLINGS WHICH IT OWNS, OR HAS LEASED FROM THE OWNER THEREOF, AND OTHER IMPROVEMENTS OR FACILITIES UPON ANY LOT IN THE COMMUNITY TO USE ANY DWELLINGS, IMPROVEMENTS OR FACILITIES LOCATED UPON OR WITHIN THE COMMUNITY FOR ANY AND ALL PURPOSES RELATED TO THE DEVELOPMENT, CONSTRUCTION, MARKETING AND SALES OF ALL OR ANY OF THE LOTS, DWELLINGS AND OTHER IMPROVEMENTS IN THE COMMUNITY. WITHOUT LIMITING THE FOREGOING, THE DEVELOPER AND ANY APPROVED BUILDER MAY USE ANY DWELLING WHICH IT OWNS, OR HAS LEASED FROM THE OWNER THEREOF, AS A MODEL AND/OR SALES AND/OR CONSTRUCTION OFFICE WITHOUT THE PRIOR

APPROVAL OF ANY LOT OWNER OR THE ASSOCIATION.

IN ADDITION, NEITHER THE LOT OWNERS NOR THE ASSOCIATION SHALL HAVE THE ABILITY OR RIGHT TO RESTRICT OR LIMIT IN ANY WAY THE MANNER IN WHICH THE DEVELOPER OR ANY APPROVED BUILDER CONDUCTS ITS SALES, CONSTRUCTION, ADVERTISING, SOLICITATION, MARKETING AND/OR BUSINESS OPERATIONS WITHIN THE COMMUNITY, UNTIL THE DATE THE FINAL, UNCONDITIONAL CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED FOR THE LAST DWELLING TO BE CONSTRUCTED IN THE COMMUNITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE DEVELOPER AND ANY APPROVED BUILDER SHALL DETERMINE, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT INTERFERENCE OF ANY NATURE WHATSOEVER BY ANY LOT OWNER, HIS OR HER FAMILY, GUESTS, INVITEES, LESSEES, CONTRACTORS, OR AGENTS, OR ANY OCCUPANTS OF THE LOT OR THE DWELLING CONSTRUCTED THEREON, OR THE ASSOCIATION, (1) THE TIMES, DAYS OF THE WEEK AND/OR HOLIDAYS UPON WHICH, AND THE MANNER IN WHICH, IT MAY CONDUCT ITS SALES, CONSTRUCTION, ADVERTISING, SOLICITATION, MARKETING AND/OR BUSINESS OPERATIONS WITHIN THE COMMUNITY; (2) WHEN, WHERE AND IF IT WILL CONSTRUCT ONE OR MORE DWELLINGS OR MODEL HOMES UPON ANY LOTS IT OWNS, AND, WITHOUT LIMITATION, THE BUILDING MATERIALS, FLOOR PLANS, ELEVATIONS, LANDSCAPING AND OTHER IMPROVEMENTS IT MAY DECIDE TO UTILIZE IN THE CONSTRUCTION OF ANY DWELLING OR MODEL HOME; (3) ANY AND ALL CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, SUPPLIERS, AND OTHER VENDORS WHO WILL BE ALLOWED ACCESS TO THE COMMUNITY; (4) THAT ANY AND ALL ACCESS TO THE COMMUNITY MAY, IN THE SOLE DISCRETION OF THE DEVELOPER, BE OPEN EVERY DAY, INCLUDING SUNDAYS AND HOLIDAYS, FROM AT LEAST 6:30 A.M. TO 7:30 PM, EASTERN STANDARD TIME OR EASTERN DAYLIGHT TIME, WHICHEVER IS THEN IN EFFECT, AND FURTHER ANY AND ALL ACCESS TO THE COMMUNITY SHALL BE OPEN AT SUCH OTHER TIMES AS THE DEVELOPER OR AN APPROVED BUILDER MAY DETERMINE, IN ITS SOLE AND ABSOLUTE DISCRETION, FOR ANY PURPOSE WHATSOEVER, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, SPECIAL EVENTS HOSTED BY THE DEVELOPER OR AN APPROVED BUILDER. THE DEVELOPER AND ANY APPROVED BUILDER MAY TAKE PICTURES AND VIDEO OF THE COMMUNITY, INCLUDING THE LOTS AND THE DWELLINGS AND OTHER IMPROVEMENTS, AND SUCH PICTURES MAY BE USED IN ANY MANNER THE DEVELOPER OR APPROVED BUILDER MAY DETERMINE, IN ITS SOLE AND ABSOLUTE DISCRETION, INCLUDING, WITHOUT LIMITATION, USING SUCH PICTURES AND/OR VIDEO IN MARKETING MATERIALS AND/OR POSTING SAME TO ANY INTERNET WEBSITE OF THE DEVELOPER AND/OR AN APPROVED BUILDER.

ARTICLE XVII – GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Developer and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or hereafter imposed by the provisions of this Declaration or the Governing Documents. Failure of the Association, the Developer, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in any proceedings to be in violation of or attempting to violate the provisions of this Declaration or the Governing Documents, he or she shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal incurred by the party enforcing them. The Developer and the Association shall not be obligated to enforce this Declaration or the Governing Documents and shall not in any way or manner be held liable or responsible for any violation of this Declaration or the Governing Documents by any person or entity other than itself.

Section 2. Amendments.

a. The power to modify or amend this Declaration may be exercised by the Board and the Members of the Association if notice of the proposed change is given in the notice of the meetings of the Board and the Membership at which the vote upon the proposed amendment is to be taken. An amendment may be proposed either by a majority of the members of the Board of Directors or by not fewer than twenty percent (20%) of the total voting interests of the Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must bear the approval of not fewer than two-thirds (2/3rds) of the total voting interests of the Association.

b. Except as otherwise provided by Chapter 720, Florida Statutes, an amendment, other than amendments made by Developer, shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the proper officers of the Association in the form required for the execution of a deed. Amendments by THE Developer must be evidenced in writing, but a certificate of the Association is not required. Any amendment shall be effective when properly recorded in the Public Records of Pinellas County, Florida.

c. Except as expressly prohibited by the terms hereof or by Chapter 720, Florida Statutes, the Developer shall have the right and irrevocable power to amend this Declaration as it deems necessary or desirable from time to time, including, without limitation, in order (1) to correct any errors or omissions in the Declaration or any exhibits hereto; (2) to make this Declaration comply with the requirements of any statutory provisions or any state or federal laws, rules or regulations; or (3) to gain the Declaration's acceptance or approval by any institutional lender or

insurer. Any such amendment shall be executed by the Developer, and the joinder or further consent of the Association, individual Lot Owners or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required.

d. So long as Developer owns or leases any Lot or Dwelling or any other portion of the Community, this Declaration shall not be amended by the Association in any manner whatsoever which would in any way change, limit, decrease or terminate any rights, easements, grants or privileges of any nature whatsoever granted to the Developer herein, or which would be detrimental to the marketing, construction, use or sale of subdivision lots or homes, whether or not located in the Community, by the Developer or any Approved Builder, unless the Developer shall approve any such amendment in advance and in writing.

e. No amendment of this Declaration shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against one or more Lots.

f. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration. See provision for present text."

Section 3. Termination. Subject to the provisions of Chapter 720, Florida Statutes, and except as expressly provided to the contrary herein, this Declaration may be terminated for all or a portion of the property more particularly described in Exhibit "A" attached hereto pursuant to a plan of termination approved by at least eighty percent (80%) of the total voting interests of the Association at a duly called and noticed meeting of the Membership. Approval of a plan of termination by the holder of a recorded mortgage lien affecting a Lot or Dwelling is not required unless the plan of termination will result in less than the full satisfaction of the mortgage lien affecting the Lot or Dwelling. The termination of this Declaration for all or a portion of the property more particularly described in Exhibit "A" attached hereto by such action shall be evidenced by an instrument to that effect signed by the president or a vice president and the secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Pinellas County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Association's assets shall be determined by applicable law.

Section 4. Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

Chapter 720, Florida Statutes, as it exists on the date this Declaration is first recorded in the Public Records of Pinellas County, Florida

The Statutes of the State of Florida that apply to not-for-profit corporations

Other Statutes of the State of Florida that apply

Rules and Regulations promulgated by an agency of the State of Florida

This Declaration, as amended from time to time

The Articles of Incorporation of the Association, as amended from time to time

The Bylaws of the Association, as amended from time to time

The Rules promulgated by the Board of Directors, as amended from time to time

Rules and Regulations duly adopted by the Design Review Committee, as amended from time to time

Section 5. Binding Effect. All provisions of this Declaration, the Exhibits attached hereto and the Governing Documents, all as duly amended from time to time, shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Every Lot Owner and claimant of the Common Property, or any part thereof or interest therein, and his or her heirs, successors, assigns, lessees, and legal or personal representatives shall be bound by the provisions of this Declaration, the Exhibits attached hereto, and the Governing Documents, as duly amended from time to time. Each Lot Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise), and each of his or her family members, guests, invitees and lessees shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Exhibits attached hereto, and the Governing Documents, as duly amended from time to time, are fair and reasonable in all material respects. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural. Captions are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision hereof.

Section 6. Severability. If any provision of this Declaration, the Articles, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby. In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified herein shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purposes the measuring lives

shall be those of the incorporators of the Association.

Section 7. No Implied Waiver. The failure of the Association or the Developer to object to a failure by any person or entity to comply with any provision of this Declaration, the Exhibits attached hereto, or the Governing Documents, as duly amended from time to time, shall in no event be deemed a waiver of the right to object to such or any other similar failure and to seek compliance in accordance with the applicable document. The provisions of this Declaration, the Exhibits attached hereto, and the Governing Documents, as duly amended from time to time, shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a residential subdivision in accordance with the laws of the State of Florida, and the provisions of Chapter 720, Florida Statutes.

Section 8. Annexation. Except as expressly provided to the contrary herein, additional Common Property may be annexed to the Community upon the affirmative vote of not less than seventy percent (70%) of the total voting interests of the Association.

Section 9. Developer as Sole Beneficiary of Community Documents. Notwithstanding any provision or language in this Declaration, the Articles, Bylaws or Rules of the Association, any Exhibit attached hereto, the Governing Documents, or in any other document or instrument to the contrary, the legal counsel of the Developer prepared this Declaration, the Articles, the Bylaws, the initial rules and regulations of the Association, the Governing Documents, and other documents and instruments related to the creation, development, construction, marketing and sale of the Community solely for the benefit of its client, the Developer, and not for the benefit of any third parties of any nature whatsoever. Therefore, no third party, including, without limitation, the Owners of Lots or the Association or any Institutional Mortgagee or any other person or entity of any nature whatsoever claiming any right, title or interest in or to any portion of the Community, may claim that such person or entity was an intended third-party beneficiary of the services of said counsel.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions to be executed in its name this ____ day of _____, 2020.

Signed, sealed and delivered
in the presence of:

801 MAIN STREET DEVELOPMENT, LLC,
a Florida limited liability company

Signature of Witness

By: _____
RANDOLPH W. RUSSELL,
as its duly authorized Manager

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, by means of physical presence or online notarization, this ____ day of _____, 2020, by RANDOLPH W. RUSSELL, as the duly authorized Manager of 801 Main Street Development, LLC, a Florida limited liability company, who is personally known to me or has produced _____- _____ as identification, and who (did)(did not) take an oath, and who acknowledged to and before me that said instrument was executed for the purposes therein expressed

NOTARY PUBLIC

(SEAL)

Printed Name of Notary Public
Commission Number:
My Commission Expires:

JOINDER OF ASSOCIATION

OAK BEND TOWNHOMES OWNERS’ ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Covenants, Conditions and Restrictions for OAK BEND TOWNHOMES, and hereby agrees to the provisions thereof and the obligations imposed upon the corporation therein.

IN WITNESS WHEREOF, the corporation has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this ____ day of _____, 2020.

Signed, sealed and delivered
in the Presence of:

OAK BEND TOWNHOMES OWNERS
ASSOCIATION, INC., a Florida corporation
not for profit

Signature of Witness

By: _____
RANDOLPH W. RUSSELL,
as its President

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, by means of physical presence or online notarization, this ____ day of _____, 2020, by RANDOLPH W. RUSSELL, as the duly authorized President of Oak Bend Townhomes Owners’ Association, Inc., a Florida corporation not for profit, who is personally known to me or has produced _____ as identification, and who (did)(did not) take an oath, and who acknowledged to and before me that said instrument was executed for the purposes therein

expressed.

NOTARY PUBLIC

(SEAL)

Printed Name of Notary Public
Commission Number:
My Commission Expires:

**EXHIBIT "A" TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OAK BEND TOWNHOMES**

LEGAL DESCRIPTION OF COMMUNITY

From the Southwest corner of the Southwest 1/4 of Section 26, Township 28 South, Range 15 East as a point of reference; thence along the West line of said Southwest 1/4, N 00° 20' 18" W, 1464.03 feet to the Northwest corner of the South 135 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 26; thence along a line being parallel to the South boundary of said Northwest 1/4 of the Southwest 1/4, S 89° 00' 03" E, 25.00 feet to a point on the Easterly right-of-way of New York Avenue as a Point of Beginning; thence continue S 89° 00' 03" E, along said parallel line, a distance of 259.77 feet; thence leaving said parallel line, N 00° 17' 56" W, 439.71 feet to a point on the South right-of-way of State Road No. 580 (Main Street) as described in Official Records Book 6038, page 709, Public Records of Pinellas County, Florida; thence along said South right-of-way the following two courses: 1) S 76° 27' 50" W, 68.95 feet; 2) S 72° 49' 31" W, 201.51 feet to an intersection with the Easterly right-of-way of New York Avenue (a 50 foot right-of-way); thence along said East right-of-way, S 00° 20' 18" E, 359.54 feet to the point of beginning.

Pinellas County Property Appraiser's Parcel Number: 26/28/15/00000/320/1800

Also known as Lots 1 through 32, inclusive, and Tracts A, B, C, D, E, F, G and H, of Oak Bend Townhomes, according to the Plat thereof recorded in Plat Book 144, Pages 61 through 62, inclusive, Public Records of Pinellas County, Florida.

**EXHIBIT "B" TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OAK BEND TOWNHOMES**

**ARTICLES OF INCORPORATION OF
OAK BEND TOWNHOMES OWNERS' ASSOCIATION, INC.**

ARTICLES OF INCORPORATION
of
OAK BEND TOWNHOMES OWNERS' ASSOCIATION, INC.

The undersigned, pursuant to the provisions of Chapters 617 and 720, Florida Statutes, providing for the formation, liability, rights, privileges and immunities of a corporation not-for-profit, does hereby declare as follows:

ARTICLE I. - NAME OF CORPORATION

The name of this corporation shall be OAK BEND TOWNHOMES OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the Association.

ARTICLE II. - GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the residential subdivision located in Pinellas County, Florida, known as Oak Bend Townhomes, as more particularly described in the subdivision plat thereof recorded in the Public Records of Pinellas County, Florida, and to perform all acts provided in the Declaration of Covenants, Conditions and Restrictions for said residential subdivision, and all exhibits thereto, as duly amended from time to time, and the provisions of Chapters 617 and 720, Florida Statutes.

ARTICLE III.- POWERS

The Association shall have all of the statutory powers of a corporation not-for-profit and all of the powers and duties set forth the Declaration of Covenants, Conditions and Restrictions of Oak Bend Townhomes and all exhibits attached thereto, as duly amended from time to time, and the powers and duties set forth in Chapters 617 and 720, Florida Statutes.

ARTICLE IV.- MEMBERS

All persons owning a vested present interest in the fee title to a Lot, which interest is evidenced by a duly recorded instrument in the Public Records of Pinellas County, Florida, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested interest in the fee title in and to his or her Lot terminates. The change of membership in the Association shall be evidenced in the

Association's records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Lot. Membership shall be appurtenant to and shall not be separated from ownership of the Lot. Prior to the recording of this Declaration of Covenants, Conditions and Restrictions, the Developer shall constitute the sole Member of the Association.

ARTICLE V.- VOTING RIGHTS

The Association shall have two classes of Membership:

Class "A" Members shall be entitled to one (1) vote per Lot at Membership meetings. When more than one (1) person owns a Lot in Oak Bend Townhomes, the one (1) vote for that Lot shall be exercised as they, among themselves, determine and advise the Secretary of the Association, in writing, prior to the time the meeting is called to order, but in no event shall more than the one (1) vote allocated to that Lot be cast, and the vote shall not be divided among the Owners of any one Lot. In the absence of any such notification to the Secretary of the Association, the vote allocated to the Lot shall be suspended if more than one (1) person seeks to exercise it. In the case of a Lot owned by a corporation, partnership, limited partnership, limited liability partnership, limited liability company or other entity, one (1) natural person shall be designated to be the primary representative of the Lot Owner for all purposes under the Declaration of Covenants, Conditions and Restrictions for Oak Bend Townhomes, these Articles of Incorporation, and the Bylaws of the Association. If a Lot is owned by a trustee or trustees of a trust, the trustee or trustees shall be deemed the primary representative(s) of the Lot Owner. If a Class "A" Member owns more than one (1) Lot, such Member shall have the right to cast the one (1) vote allocated to that Lot for each Lot owned.

The Class "B" Member shall be the Developer. The Class "B" Member shall have five (5) votes for each Lot which it owns; provided, however, that after transition of homeowners' association control from the Developer to the nondeveloper Members as provided in these Articles of Incorporation and Section 720.307, Florida Statutes, has occurred, the Developer shall not cast votes in an amount that exceeds one (1) vote per Lot.

ARTICLE VI.- INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered, and then only to the extent allowed by Chapter 720, Florida Statutes.

ARTICLE VII.- EXISTENCE

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State. The Association shall exist perpetually unless dissolved according to law. However, if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to one of the following: (1) local government units, including counties and municipalities; (2) active water control districts, drainage districts, Community Development Districts, Special Assessment Districts, or water management districts; (3) state or federal agencies; (4) duly constituted communication, water, sewer, stormwater, electrical, or other public utilities; (5) construction permittees; or (6) non-profit corporations, including homeowners' associations, property owners' associations, Community owners' or master associations; provided that any non-profit corporation shall have sufficient powers to (a) own and convey property; (b) operate and perform maintenance of the permitted project on common property as exempted or permitted by the Agency; (c) establish rules and regulations governing membership of take any other actions necessary for the purposes for which the corporation or association was organized; (d) assess members for the cost of operating and maintaining the common property, including the stormwater management system, and enforce the collection of such assessments; (e) sue and be sued; (f) contract for services to provide for operation and maintenance (if the association contemplates employing a maintenance company); (g) require all owners of real property or units to be members of the corporation or association; and (h) demonstrate that the land on which the system is located is owned or otherwise controlled by the corporation or association to the extent necessary to operate and maintain the system or convey operation and maintenance to another entity.

ARTICLE VIII.- REGISTERED OFFICE, REGISTERED AGENT, PRINCIPAL PLACE OF BUSINESS

The registered office of the Association shall be at 8055-12th Avenue South, St. Petersburg, Florida 33707-2708, and the registered agent at such address shall be Randolph W. Russell until such time as another registered agent is appointed by resolution of the Board of Directors. The initial principal place of business of the Association shall be 8055-12th Avenue South, St. Petersburg, Florida 33707-2708.

ARTICLE IX.- NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors. Initially, there shall be three (3) Directors. The number of Directors may be increased or decreased as more particularly described in the Bylaws, provided, however, that there shall never be less than three (3) nor more than five (5) Directors. After transition of homeowners' association control from the Developer to the nondeveloper Members as provided in these Articles of Incorporation and Section

720.307, Florida Statutes, has occurred, all Directors must be Lot Owners. Each Director shall have one (1) vote.

ARTICLE X.- BOARD OF DIRECTORS AND OFFICERS

The names and mailing addresses of the initial Board of Directors and officers are as follows:

<u>Name</u>	<u>Address</u>
RANDOLPH W. RUSSELL	8055-12th Avenue South St. Petersburg, Florida 33707-2708
RANDOLPH J. W. RUSSELL	8055-12th Avenue South St. Petersburg, Florida 33707-2708
JEMIE B. RUSSELL	8055-12th Avenue South St. Petersburg, Florida 33707-2708

Except as expressly authorized pursuant to Chapter 720, Florida Statutes, the Directors shall not be compensated by the Association for their services as Directors.

ARTICLE XI.- RECALL AND REMOVAL OF DIRECTORS

Subject to the provisions of Article XIII hereof, and the provisions of Sections 720.307 and 720.303(10) Florida Statutes, and any rules and regulations promulgated pursuant thereto, members of the Board of Directors may be recalled from office with or without cause, by the affirmative vote of a majority of the total voting interests of the Association.

ARTICLE XII.- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every officer of the Association shall, to the maximum extent required and allowed by Florida law, be indemnified by the Association against all expenses and liabilities, including, but not limited to, attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such

Director or officer may be entitled.

The Association may purchase and maintain insurance on behalf of all officers and Directors against any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such, and the premiums and all other costs associated with such insurance shall be a Common Expense.

ARTICLE XIII.- RIGHTS OF DEVELOPER

A. As more particularly set forth in Section 720.307, Florida Statutes, Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

1. Three (3) months after ninety percent (90%) of the Lots in Oak Bend Townhomes that will ultimately be operated by the Association have been conveyed to Class "A" Members;

2. Such other percentage of the Lots have been conveyed to Class "A" Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Lots;

3. Upon the Developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents. There is a rebuttable presumption that the Developer has abandoned and deserted the property if the Developer has unpaid assessments or guaranteed amounts under Section 720.308, Florida Statutes, for a period of more than two (2) years;

4. Upon the Developer filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

5. Upon the Developer losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Developer rights and responsibilities first arising after the date of such assignment;

6. Upon a receiver for the Developer being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its Members; or

7. Upon delivery of written notice from the Developer to the Association that the Developer intends to transfer control of the Association to the nondeveloper Members.

B. For the purposes of this Article, the terms “Members other than the Developer” and “nondeveloper Members” shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

C. Members other than the Developer are entitled to elect at least one member of the Board of Directors of the Association if fifty percent (50%) of the Lots in Oak Bend Townhomes which will ultimately be operated by the Association have been conveyed to Class “A” Members.

D. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in Oak Bend Townhomes. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

E. Any Director appointed by the Developer may be removed and replaced by the Developer at any time, subject only to the foregoing rights of the Class “A” Members.

F. Election of members of the Board of Directors by Members other than the Developer, and transfer of control of the Association from the Developer to Members other than the Developer, shall occur in accordance with the provisions of Section 720.307, Florida Statutes, and any rules and regulations pertaining thereto promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes.

ARTICLE XIV.- BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in the manner provided in such Bylaws.

ARTICLE XV.- AMENDMENT

These Articles of Incorporation may be amended as set forth in Chapters 617 and 720, Florida Statutes; provided, however, that any such amendment shall be approved by at least seventy percent (70%) of the total voting interests of the Association. Until the election of a majority of the members of the Board of Directors by Members other than the Developer has occurred, no amendment shall be effective without the prior written consent of the Developer.

ARTICLE XVI.- CHAPTER 720, FLORIDA STATUTES

In the event of a conflict between the provisions of these Articles of Incorporation and Chapter 720, Florida Statutes, or in the event Chapter 720, Florida Statutes, sets forth mandatory provisions that are not expressly contained herein, the terms and provisions of Chapter 720, Florida Statutes, shall control (except to the extent that Chapter 720, Florida Statutes, allows these Articles of Incorporation to vary from the provisions of Chapter 720, Florida Statutes) and, to that extent, are incorporated by reference herein. Notwithstanding anything to the contrary contained herein or in the Bylaws of the Association or the Declaration of Covenants, Conditions and Restrictions of Oak Bend Townhomes, all as duly amended from time to time, any reference of any nature whatsoever to Chapter 720, Florida Statutes, or any Section thereof, shall for all purposes mean and refer to Chapter 720, Florida Statutes, as it exists on the date the Declaration of Covenants, Conditions and Restrictions for Oak Bend Townhomes is recorded in the Public Records of Pinellas County, Florida.

ARTICLE XVI.- SUBSCRIBER

The name and street address of the subscriber to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
RANDOLPH W. RUSSELL	8055-12th Avenue South St. Petersburg, Florida 33707-2708

The undersigned, being the Incorporator of this corporation, for the purpose of forming this corporation not for profit under the laws of the State of Florida, has executed these Articles of Incorporation this _____ day of _____, 2019.

RANDOLPH W. RUSSELL

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me, a notary public authorized to take

acknowledgments in the State and County set forth above, this by RANDOLPH W. RUSSELL, who is personally known to me and who did not take an oath, and he acknowledged to and before me that he executed said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2019, in the aforesaid County and State.

NOTARY PUBLIC

Signature of Notary Public

Printed Name of Notary Public

Commission Number:

My Commission Expires:

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND STREET ADDRESS FOR SERVICE OF PROCESS
WITHIN FLORIDA**

Pursuant to Section 48.091, Florida Statutes, OAK BEND TOWNHOMES OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, hereby designates RANDOLPH W. RUSSELL, whose address is 8055-12th Avenue South, St. Petersburg, Florida 33707-2708, as its Registered Agent to accept service of process within the State of Florida.

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the above named corporation, at the place designated herein, I hereby state that I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity

Dated the ____ day of _____, 2019.

RANDOLPH W. RUSSELL

**EXHIBIT “C” TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OAK BEND TOWNHOMES**

**BYLAWS OF
OAK BEND TOWNHOMES OWNERS’ ASSOCIATION, INC.**

BYLAWS
of
OAK BEND TOWNHOMES OWNERS' ASSOCIATION, INC.

A corporation not for profit
existing under the laws
of the State of Florida

I. PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 8055-12th Avenue South, St. Petersburg, Florida 33707-2708. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. **Members.** All persons owning a vested present interest in the fee title to a Lot, which interest is evidenced by a duly recorded instrument in the Public Records of Pinellas County, Florida, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested interest in the fee title in and to his or her Lot terminates. The change of membership in the Association shall be evidenced in the Association's records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Lot. Membership shall be appurtenant to and shall not be separated from ownership of the Lot. Prior to the recording of the Declaration of Covenants, Conditions and Restrictions of Oak Bend Townhomes, the Developer shall constitute the sole Member of the Association.

2. **Voting Interests.** The Association shall have two classes of Membership:

a. Class "A" Members shall be entitled to one (1) vote per Lot at Membership meetings. When more than one (1) person owns a Lot in Oak Bend Townhomes, the one (1) vote for that Lot shall be exercised as they, among themselves, determine and advise the Secretary of the Association, in writing, prior to the time the meeting is called to order, but in no event shall more than the one (1) vote allocated to that Lot be cast, and the vote shall not be divided among the Owners of any one Lot. In the absence of any such notification to the Secretary of the Association, the vote allocated to the Lot shall be suspended if more than one (1) person seeks to exercise it. In the case of a Lot owned by a corporation, partnership, limited partnership, limited liability

partnership, limited liability company or other entity, one (1) natural person shall be designated to be the primary representative of the Lot Owner for all purposes under the Declaration of Covenants, Conditions and Restrictions for Oak Bend Townhomes, the Articles of Incorporation of the Association, and these Bylaws. If a Lot is owned by a trustee or trustees of a trust, the trustee or trustees shall be deemed the primary representative(s) of the Lot Owner. If a Class "A" Member owns more than one (1) Lot, such Member shall have the right to cast the one (1) vote allocated to that Lot for each Lot owned.

a. The Class "B" Member shall be the Developer. The Class "B" Member shall have five (5) votes for each Lot which it owns; provided, however, that after transition of homeowners' association control from the Developer to the nondeveloper Members as provided in the Articles of Incorporation and Section 720.307, Florida Statutes, has occurred, the Developer shall not cast votes in an amount that exceeds one (1) vote per Lot.

3. Proxies. The Members have the right, unless otherwise provided in Section 720.306(8), Florida Statutes, or the Governing Documents, to vote in person or by proxy. A voting interest or consent right allocated to any Lot owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies and general proxies may be used to establish a quorum. General proxies may be used for any purposes for which limited proxies are not required pursuant to Chapter 720, Florida Statutes, and may be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy given is effective only for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the first meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the Member executing it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Notwithstanding the foregoing, Members may vote in person at Membership meetings.

4. Annual Meeting. An annual meeting of the Members shall be held in October of each year at such time and place as may be designated by the Board of Directors for the purpose of electing Directors of the Association and for the transaction of any and all proper business as may come before the meeting. Unless law or the Governing Documents require otherwise, notice of an annual meeting of the Membership need not include a description of the purpose or purposes for which the meeting is called. The election of Directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting or as required by the Governing Documents.

5. Special Meetings. Except as otherwise provided by Chapter 720, Florida Statutes,

and any rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes, special meetings may be called by the President or by the Board of Directors, or by the Secretary upon the written request of at least ten percent (10%) of the total voting interests of the Members, for any purpose and at any time. Unless law or the Governing Documents require otherwise, notice of a special meeting of the Membership must include a description of the purpose or purposes for which the meeting is called. Business conducted at a special meeting of the Membership is limited to the purposes described in the notice of the meeting.

6. Notices. The Association shall give all Lot Owners and Members actual notice of all Membership meetings, which shall be mailed, delivered or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. However, if a Lot is owned by more than one person, the Association must provide notice to the address that the Developer identifies for that purpose and thereafter as one or more of the Owners of the Lot advise the Association in writing, or if no address is given or the Owners of the Lot do not agree, to the address provided on the deed of record. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda. Members may waive notice of specific meetings if allowed by these Bylaws, the Declaration of Covenants, Conditions and Restrictions, or any law. A meeting of the Members must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

7. Quorum and Voting. Thirty percent (30%) of the total voting interests of each Class of Membership, represented in person or by proxy, shall constitute a quorum. Unless otherwise provided by Chapter 720, Florida Statutes, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, or these Bylaws, decisions that require a vote of the Members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. A Member shall be deemed present for purposes of a quorum with respect to any question or election upon which his or her written and signed proxy shall have been received by the Secretary of the Association prior to the time the annual or special meeting is called to order. A simple majority of all voting interests present in person or otherwise represented shall decide any question brought before the meeting, except when otherwise required by Chapter 720, Florida Statutes, any rules and regulations

promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, or these Bylaws. Members and Lot Owners have the right to attend all Membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Governing Documents or any rules adopted by the Board of Directors or the Membership, a Member and a Lot Owner have the right to speak for at least three (3) minutes on any item. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Lot Owner statements, which rules must be consistent with Section 720.306, Florida Statutes. Any Member or Lot Owner may tape record or videotape meetings of the Membership, and the Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership. Any vote or approval by Members called for by Chapter 720, Florida Statutes, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation or these Bylaws, must be made at a duly noticed meeting of the Members and is subject to all requirements of Chapter 720, Florida Statutes, or the applicable Governing Documents relating to Member decision making, except that Members may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable Bylaws or Declaration or any law that provides for such action.

8. Adjournment. Adjournment of an annual or special meeting of the Membership to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 607.0707, Florida Statutes, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

III. BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties, and responsibilities as provided in Chapters 617 and 720, Florida Statutes, and, except as expressly limited or restricted by Chapter 720, Florida Statutes, or any rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes, and those limitations and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and these Bylaws.

2. Number. There shall be not less than three (3) nor more than five (5) Directors. The

number of Directors may be increased or decreased from time to time by the affirmative vote of not less than fifty-one percent (51%) of the total voting interests of the Association.

3. Qualification. All members of the Board of Directors shall be Members, and, except as provided in Section 720.306(9)(b), Florida Statutes, all Members of the Association are eligible to serve on the Board of Directors; provided, however, that during such time as the Developer, its successors and assigns, has the right to appoint any Directors of the Association pursuant to Section 720.307, Florida Statutes, or the Articles of Incorporation, no Director appointed by the Developer need be a Member of the Association. A Member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held; provided, however, that if the election process allows candidates to be nominated in advance of the meeting, the Association is not required to allow nominations at the meeting. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and his or her name shall not be listed on the ballot. A person serving as a Board member who becomes more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board, creating a vacancy on the Board to be filled according to law. For purposes of this Paragraph, the term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any Lot. A person who has been convicted of any felony in this State or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this State, may not seek election to the Board of Directors and is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any action by the Board of Directors is not affected if it is later determined that a person was ineligible to seek election to the Board or that a member of the Board is ineligible for Board membership.

4. Election and Term. Except as hereinafter provided, the term of each Director elected by the Members other than the Developer shall be two (2) years commencing upon the date of the annual meeting at which he or she is elected. An election is not required unless more candidates are nominated than vacancies exist, and in such event, the candidates shall become members of the Board of Directors immediately upon the adjournment of the annual meeting of the Membership. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation, disqualification, removal or death; provided, however, Directors appointed by the Developer shall serve until their resignation, removal by the Developer or death. Members of the Board of Directors shall be elected by a plurality of the votes cast by eligible voters. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced. Any election dispute between a Member and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares,

and Mobile Homes, in accordance with the provisions of Section 718.1255, Florida Statutes, and the procedural rules adopted by the Division.

5. Vacancies. Except as expressly provided to the contrary in these Bylaws or Chapter 720, Florida Statutes, any vacancy occurring on the Board of Directors before the expiration of a term may be filled by an affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. In the alternative, the Board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the Governing Documents. Unless otherwise provided in these Bylaws, a Board member appointed or elected under this Section is appointed or elected for the unexpired term of the seat being filled.

6. Regular Meetings. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Membership. Additional regular meetings may be held as provided by resolution of the Board.

7. Special Meetings. Special meetings of the Board may be called by the President or a majority of the Directors for any purpose and at any time or place.

8. Member Participation. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Members have the right to attend all meetings of the Board of Directors. A meeting of the Board of Directors must be held at a location that is accessible to a physically handicapped person is requested by a physically handicapped person who has a right to attend the meeting. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt written, reasonable rules expanding the right of the Members to speak and governing the frequency, duration and other manner of Member statements, which rules must be consistent with Section 720.303(2)(b), Florida Statutes, and may include a sign-up sheet for Members wishing to speak. Any Member or Lot Owner may tape record or videotape meetings of the Board of Directors, and the Board may adopt reasonable rules governing the taping of meetings of the Board of Directors. Pursuant to Section 720.303(2), Florida Statutes, notwithstanding any other law, the requirement that Board meetings be open to the Members other than Board members does not apply to:

a. Meetings between the Board and the Association's attorney, with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or

b. Board meetings held for the purpose of discussing personnel matters.

9. Notices. Notice of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) continuous hours before the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. The Association may provide notice by electronic transmission in a manner authorized by law for meetings of the Board of Directors; however, a Member must consent in writing to receiving notice by electronic transmission. An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which special Assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and Lot Owners and posted in a conspicuous place in the community or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting. Any item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the Directors. Such emergency action must be noticed and ratified at the next regular Board meeting. Upon notice to the Members, the Board shall, by duly adopted rule, designate a specific location in the community where all notices of Board meetings must be posted.

10. Petition for Agenda Item. If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give Members notice of the meeting at which the petitioned item shall be addressed in accordance with the fourteen (14) day notice requirement pursuant to Paragraph 9 of this Article III. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board of Directors is not obligated to take any other action requested by the petition.

11. Quorum and Voting. A majority of Directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time until a quorum is present. In the case of an adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board of Directors or required by Chapter 720, Florida Statutes. At any meeting that takes place on account of a previously adjourned meeting, any business that might have been addressed at the meeting as originally called may be addressed. The vote of a majority of Directors present shall decide any matter before the Board, except as may be otherwise required by the Articles of Incorporation, these Bylaws, or the Declaration of Covenants, Conditions and Restrictions, all as duly amended from time to time. A Director may join by written concurrence in any action taken at a meeting of the Board of Directors, but such concurrence may

not be used for the purposes of creating a quorum. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. A vote or abstention from voting on each matter voted upon for each Director present at the meeting shall be recorded in the minutes of the meeting. Members of the Board of Directors may use email as a means of communication but may not cast a vote on any Association matter via email.

12. Telephone Conferences. A Director's participation in a Board meeting via telephone, real-time video conferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of such Director may be heard by the Board members attending in person as well as by any Members present at the meeting.

13. Removal. Any Director appointed by the Developer may be removed by the Developer at any time and for any reason or no reason by giving written notice to the Board of Directors, and the vacancy created by such removal shall be filled by appointment by the Developer. Subject to the requirements of Section 720.303(10), Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by a majority of the total voting interests of the Association.

IV. COMMITTEES

1. Function. Except when specifically delegated authority to act, committees other than the Design Review Committee shall serve only in an advisory capacity to the Board of Directors and the Membership and shall make specific recommendations to the Board and the Members regarding those aspects of the business and affairs of the Association for which they have been delegated responsibility. Any committee shall have and may exercise all the authority granted to it by the Board of Directors, except that no committee shall have the power to:

- (a) fill vacancies on the Board of Directors or on a committee;
- (b) adopt, amend or repeal the Articles of Incorporation, the Bylaws or the Declaration of Covenants, Conditions and Restrictions;
- (c) amend or repeal any resolution of the Board of Directors; or
- (d) act on any matters committed by Chapter 720, Florida Statutes, any rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes, the Articles of Incorporation, these Bylaws, the Declaration of Covenants,

Conditions and Restrictions, all as duly amended from time to time, or a resolution of the Board of Directors, to another committee or to the Board.

2. Types of Committees. The Board of Directors may appoint such standing committees or ad hoc committees as it deems necessary from time to time. Any amendment to the duly adopted rules of the Design Review Committee must be approved in advance by the affirmative vote of two-thirds (2/3rds) of the voting interests present in person or by proxy at a duly called and noticed regular or special meeting for that purpose.

3. Appointment and Term. Except as expressly provided to the contrary in the Declaration of Covenants, Conditions and Restrictions, as duly amended from time to time, the Board shall appoint committee members from among the Members; provided, however, that prior to the time that the Members other than the Developer elect a majority of the Board of Directors committee members may include employees, agents and representatives of the Developer. The Board of Directors shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members of that committee. The members of each committee shall initially be appointed at any meeting of the Board and thereafter shall be appointed at the annual meeting of the Board. Each appointee shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his or her earlier resignation, disqualification, death or removal from office, or until such committee shall terminate, whichever first occurs.

4. Removal, Resignation and Vacancies. Subject to the provisions of the Declaration of Covenants, Conditions and Restrictions regarding the Design Review Committee, any committee member may be removed from office by the Board of Directors at any time with or without cause. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of such written notification or at such later date as may be specified in the notification. Any vacancy occurring in the membership of any committee or any position on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the Board of Directors.

5. Regular Meetings. Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of an ad hoc committee unless established by the chairman of said committee.

6. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by twenty-five percent (25%) of the members thereof.

7. Notice of Meetings. Notice of any committee meeting shall be mailed, hand delivered or delivered via electronic transmission to each committee member at his or her address shown in the Association records at least three (3) days before such meeting, unless notice is waived by such committee member. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the notice provisions of Section 720.303(2)©, Florida Statutes.

8. Quorum and Voting. A meeting of a committee occurs whenever a quorum of the committee gathers to conduct its business. A majority of the committee members will constitute a quorum. If a quorum is not present, the majority of those present may postpone the meeting from time to time. The vote of a majority of the committee members present at any legally convened meeting at which a quorum is present shall decide any matter before the committee, unless a greater number is required by resolution of the Board of Directors. Committee members may not vote by proxy or by secret ballot when a final decision will be made regarding the expenditure of Association funds, or when the Design Review Committee votes to approve or disapprove architectural decisions with respect to a specific Lot. Members have the right to attend all committee meetings. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt written, reasonable rules expanding the right of the Members to speak and governing the frequency, duration and other manner of Member statements at committee meetings, which rules must be consistent with Section 720.303(2)(b), Florida Statutes, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that committee meetings be open to the Members does not apply to:

a. Meetings between a committee and the Association's attorney, with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by the attorney-client privilege; or

b. Committee meetings held for the purpose of discussing personnel matters.

A vote or abstention from voting on each matter voted upon for each committee member present at the meeting shall be recorded in the minutes of the meeting. Committee members may use email as a means of communication but may not cast a vote on any Association or committee matter via email.

9. Telephone Conferences. A committee member's participation in a meeting via telephone, real-time video conferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such member may be heard by the committee members attending

in person as well as by any Members present at the meeting.

V. OFFICERS

1. **Number.** The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may designate from time to time by resolution, each of whom shall be elected by the Board of Directors. Any two (2) or more offices may be held by the same person. All officers shall act without compensation.

2. **Election and Term.** Each officer shall be elected annually by the Board of Directors at the first meeting of Directors following the annual meeting of Members and shall hold office until a successor shall have been elected and duly qualified, or until such officer's earlier resignation, disqualification, removal or death.

3. **President.** The President shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of Members and Directors. He shall sign all agreements and recordable instruments on behalf of the Association, unless otherwise provided by resolution of the Board of Directors.

4. **Vice President.** In the absence of the President, the Vice President, shall perform the duties of the President, and when so acting, shall have all the powers and responsibilities of the President. The Vice President shall also perform such duties as may be designated by the Board of Directors.

5. **Secretary.** The Secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation shall not be required. The Secretary shall record the minutes of meetings of Members and Directors. The Secretary shall have the primary responsibility, but not the exclusive right, to give notices required by these Bylaws, and shall have custody of and maintain the official records of the Association, other than those maintained by the Treasurer. The Board of Directors may elect an assistant Secretary, who shall perform the duties of the Secretary when the Secretary is absent.

6. **Treasurer.** The Treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected by the Board of Directors, shall disburse the same, and shall maintain the Association's financial records, which shall be available for inspection by any Member in accordance with Section 720.303(5), Florida Statutes. At the discretion of the Board of Directors, the functions of the Treasurer may be delegated to and performed by a managing agent or financial institution.

7. Fidelity Bonds. As required by Section 720.3033(5), Florida Statutes, the Association shall obtain and maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The term "persons who control or disburse funds of the Association" includes but is not limited to individuals authorized to sign checks on behalf of the Association, and the President, Vice-President, if any, Secretary and Treasurer of the Association. The insurance policy or fidelity bond shall (1) cover the maximum funds that will be in the custody of the Association or its management agent at any time and must at least equal the sum of three (3) months assessments on all Lots in Oak Bend Townhomes plus the Association's reserve funds; or (2) be in an amount equal to one hundred fifty percent (150%) of the operating expenses shown in the duly adopted annual budget of the Association, plus the Association's reserve accounts, as may be required by any institutional lender for Oak Bend Townhomes or the Lots. The bonds shall include a provision for ten (10) days written notice to the Association and each servicer of an FNMA, FHA or VA mortgage encumbering a Lot in Oak Bend Townhomes, or to any insurance trustee, before the insurance or fidelity bond can be cancelled or substantially modified for any reason. The Association shall bear the cost of any such insurance or fidelity bond, which shall be a Common Expense.

8. Removal. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors present at any meeting of the Board, and the vacancy thereby created shall be filled by an election by the Board of Directors.

VI. MANAGER AND EMPLOYEES

The Board of Directors may employ the services of a manager and other employees and agents as it shall determine appropriate to manage, operate, and care for Oak Bend Townhomes, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board and shall, to the extent required by law, comply with the requirements of Part VIII of Chapter 468, Florida Statutes. Any management agent that handles funds for the Association shall obtain insurance or a fidelity bond conforming to the requirements of Section 720.3033(5), Florida Statutes, and Article V, Section 7 hereof.

VII. CONTRACTS AND FINANCES

1. Contracts. In addition to the authority granted herein to the President and Vice President, the Board of Directors may authorize any officer or agent to execute and deliver any contract or other instrument on behalf of the Association.

2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, and, where required by Chapter 720, Florida Statutes, or by the Articles of Incorporation, these Bylaws or the Declaration of Covenants, Conditions and Restrictions, said loans or indebtedness have been approved by the Members of the Association.

3. Checks and Notes. All checks, drafts, and other orders for payment of money issued in the name of the Association shall be signed by the Treasurer or such officers or agents of the Association as shall from time to time be authorized by resolution of the Board of Directors. All promissory notes or other evidences of indebtedness of the Association shall be signed by the President.

4. Deposits. All funds of the Association shall be deposited from time to time in the name of the Association in such banks, savings and loan associations, or other depositories as the Board of Directors may select from time to time, and shall be maintained separately in the Association's name.

5. Fiscal Year. Unless otherwise established by resolution of the Board of Directors, the fiscal year of the Association shall begin on the first (1st) day of January of each year.

VIII. AMENDMENTS TO BYLAWS

These Bylaws may be altered or repealed only by the affirmative vote of not less than two-thirds (2/3rds) of the total voting interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ___ for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

IX. REGULATIONS

The Board of Directors may from time to time adopt such uniform administrative rules and

regulations governing and restricting the use and maintenance of the Lots, Units and Common Properties and other property owned or operated by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the Members. Such rules and regulations shall not be inconsistent with Chapter 720, Florida Statutes, any rules and regulations pertaining thereto promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, or these Bylaws, all as duly amended from time to time. A copy of such rules and regulations shall be made available to each Member and the occupant of any Lot, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any such rule or regulation.

X. REMEDIES FOR VIOLATION

1. **Legal Remedies.** In the event of violation of any provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, these Bylaws, any rules and regulations promulgated by the Association, or Chapter 720, Florida Statutes, the Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of such document or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations by the same persons or other persons. Initiation and conclusion of the hearing procedures described hereinbelow shall not be a condition precedent to an action under this Section 1.

2. **Fines.** The Association may levy reasonable fines. A fine may not exceed \$100.00 per violation against any Member or a Member's tenant, guest, or invitee for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with the provisions of the Declaration of Covenants, Conditions and Restrictions, these Bylaws, or the reasonable rules and regulations of the Association, all as duly amended from time to time. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate unless otherwise provided in the Governing Documents. A fine of less than \$1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

3. **Suspension of Use Rights.** The Association may suspend, for a reasonable period of time, the rights of a Member, or a Member's tenant, guest, or invitee, to use the Common Properties and facilities for the failure of the Owner of the Lot or its occupant, licensee, or invitee

to comply with any provision of the Declaration of Covenants, Conditions and Restrictions, these Bylaws or the reasonable rules and regulations of the Association, as duly amended from time to time. This Section 3 does not apply to that portion of the Common Properties used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Lot from having vehicular and pedestrian ingress and egress from the Lot, including, but not limited to, the right to park.

4. Hearing Procedures. A fine or suspension pursuant to Sections 2 and/or 3 may not be imposed by the Board of Directors without notice to the person sought to be fined or suspended and an opportunity for a hearing. These hearing procedures shall constitute a separate remedy for the Association, and they are not a condition precedent to the remedies described in Sections 1, 5 or 6. The hearing must be held before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director or employee. In any such hearing procedure, the alleged non-complying Member, or his or her tenant, guest or invitee, or other person occupying the Owner's Lot, shall be given a reasonable opportunity to be heard. Said person sought to be fined or suspended shall be notified by certified mail, return receipt requested, or by hand delivery, of any hearing before a committee of other Members at least fourteen (14) days in advance of such hearing. The notice shall include:

- (a) A statement of the date, time and place of the hearing.
- (b) A statement of the provisions of the document which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The person sought to be fined or suspended shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee of other Members. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Board of Directors imposes a fine or suspension which is approved by the committee of other Members, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner, and, if applicable, to any other person sought to be fined or suspended.

5. Nonpayment of Assessments. In addition to, and without limiting any other remedies available to the Association, if a Member is more than ninety (90) days delinquent in paying any fee,

fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use the Common Properties and facilities until the fee, fine, or other monetary obligation is paid in full. This Section 5 does not apply to that portion of the Common Properties used to provide access or utility services to the Lot. A suspension may not prohibit the Owner or tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The notice and hearing requirements under Section 4 do not apply to a suspension imposed under this Section 5.

6. Suspension of Voting Rights. In addition to, and without limiting any other remedies available to the Association, the Association may suspend the voting rights or consent rights of a Lot or Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under Chapter 720, Florida Statutes, or pursuant to the Governing Documents. The notice and hearing requirements under Section 4 do not apply to a suspension imposed under this Section 6. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

7. Approval by Board of Directors. All suspensions imposed pursuant to Sections 5 or 6 must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Lot Owner, and, if applicable, the Lot's occupant, licensee, or invitees, by mail or hand delivery.

8. Application of Suspensions. The suspensions permitted by Sections 3, 5 and 6 apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple parcels owned by a Member.

9. Cumulative. The remedies contained in this Article are in addition to and not in lieu of other remedies otherwise provided by law.

XI. SEAL

The Board of Directors shall provide a corporate seal, circular in form, showing the corporate name, the year and state of incorporation, and the words "corporation not for profit."

XII. COLLECTION OF ASSESSMENTS

Assessments for the payment of Common Expenses shall be levied annually by the Board of Directors in the manner provided in the Declaration of Covenants, Conditions and Restrictions. Each Lot's annual Assessment shall be due and payable in advance to the Association in twelve (12) equal monthly installments which shall be due and payable on the first day of the first month of each fiscal year. Special Assessments may be levied by the Board of Directors in the manner provided in the Declaration of Covenants, Conditions and Restrictions or Chapter 720, Florida Statutes.

XIII. RIGHTS OF LENDERS

1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

2. The Association shall make available to Members and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Covenants, Conditions and Restrictions, these Bylaws, other rules concerning Oak Bend Townhomes, and the books records and financial statements of the Association for inspection, upon request, during normal business hours or under other reasonable circumstances.

3. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

XIV. DISPUTE RESOLUTION

Pursuant to the provisions of Section 720.311(2), Florida Statutes, disputes between the Association and a Lot Owner regarding the use of or changes to the Lot, the Residence constructed thereon, or the Common Properties and other covenant enforcement disputes, disputes regarding amendment to the Governing Documents, disputes regarding meetings of the Board of Directors and committees appointed by the Board, Membership meetings (not including election meetings), and access to the official records of the Association shall be the subject of a demand for presuit mediation served by an aggrieved party before the dispute is filed in court.

XV. COMPENSATION PROHIBITED

Subject to the provisions of Section 720.303(12), Florida Statutes, a Directors, officer, or committee member of the Association may not directly receive any salary or compensation from the Association for the performance of duties as a Director, officer, or committee member and may not in any other way benefit financially from service to the Association.

XVI. CHAPTER 720, FLORIDA STATUTES

In the event of a conflict between the provisions of these Bylaws and Chapter 720, Florida Statutes, or in the event Chapter 720, Florida Statutes, sets forth mandatory bylaw provisions that are not expressly contained herein, the terms and provisions of Chapter 720, Florida Statutes, shall control (except to the extent that Chapter 720, Florida Statutes, allows these Bylaws to vary from the provisions of Chapter 720, Florida Statutes) and, to that extent, are incorporated by reference herein. Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or the Declaration of Covenants, Conditions and Restrictions, any reference of any nature whatsoever to Chapter 720, Florida Statutes, or any Section thereof, shall for all purposes mean and refer to Chapter 720, Florida Statutes as it exists on the date the Declaration of Covenants, Conditions and Restrictions for Oak Bend Townhomes is recorded in the Public Records of Pinellas County, Florida.

CERTIFICATE

The foregoing were adopted as the Bylaws of Oak Bend Townhomes Owners' Association, Inc., a Florida corporation not for profit, on the _____ day of _____, 2020.

RANDOLPH W. RUSSELL, Director

RANDOLPH J. W. RUSSELL, Director

JEMIE B. RUSSELL, Director