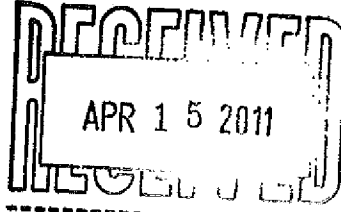


Prepared by and return to:
Bennett L. Rabin, Esq.
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761



**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BROOKFIELD AT ESTANCIA**

This is to certify that at a duly called meeting of the members of Brookfield at Estancia Homeowners Association, Inc., Inc. (the "Association") held on March 26, 2011, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Covenants, Conditions and Restrictions, attached hereto as Exhibit "A", was duly adopted by the membership. The Declaration of Covenants, Conditions and Restrictions for Brookfield at Estancia was originally recorded in Official Records Book 7673, Page 1160, Public Records of Pinellas County, Florida, and as subsequently amended.

IN WITNESS WHEREOF, BROOK AT ESTANCIA HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 5th day of April, 2011.

BROOKFIELD AT ESTANCIA
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Signature of Witness #1
Sandra Pee
Printed Name of Witness #1
[Signature]
Signature of Witness #2
Lydia-Anita Sandora
Printed Name of Witness #2

By: Douglas H. Wilhelm
Signature
Douglas H. Wilhelm, PRESIDENT
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of April, 2011, by Douglas H. Wilhelm as President of BROOKFIELD AT ESTANCIA HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Lydia-Anita Sandora
Printed Name

NOTARY PUBLIC-STATE OF FLORIDA
Lydia-Anita Sandora
Commission # DD906223
Expires: JULY 31, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

ADOPTED AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BROOKFIELD AT ESTANCIA

This instrument amends, consolidates and restates in its entirety the Declaration of Covenants, Conditions, and Restrictions for Brookfield at Estancia.

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for Brookfield at Estancia was recorded in Pinellas County, Florida, in Official Records Book (“ORB”) 7673 at Page 1160, and thereafter successively amended, in ORB 7690, Page 1146; ORB 8110, Page 353; ORB 9952, Page 1970; ORB 9967, Page 2416; ORB 10035, Page 979; ORB 10195, Page 2665; ORB 10548, Page 1417; ORB 11370, Page 2578; ORB 11493, Page 563; and

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

NOW, THEREFORE, this amended, consolidated and restated Declaration of Covenants, Conditions and Restrictions for Brookfield at Estancia (as so amended, consolidated and restated, called the “Declaration”) is hereby adopted as of the date that a Certificate of Amendment is recorded in the public records.

ARTICLE I

1.1 “Association” shall mean and refer to Brookfield At Estancia, Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.2 “Architectural Control Committee” or the “Committee” shall mean and refer to the person or persons appointed by the Board of Directors from time to time to perform the duties of the Committee as set forth herein, and their successors and assigns.

1.3 “Articles” shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.4 “Bylaws” shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

1.5 “Board of Directors” or “Board” shall mean and refer to the Association’s Board of Directors.

1.6 “Common Area” or “Common Areas” shall mean all portions of the Property (including but not limited to clubhouse, swimming pool, tennis courts, clubhouse access roads and all other improvements and landscaping thereon) now or hereafter designated as such on any plat or plats of the Property or any part thereof, now or hereafter recorded, and/or owned by the Association for the common use and enjoyment of the Owners. The entire sprinkling system serving the Property, and sewer lines and other facilities located within the Property and not owned by a public or private provider of sewer services, shall also be deemed a part of the Common Area, and shall be the property of the Association upon installation, regardless of whether or not certain components of same shall be installed within any Lot or Lots.

1.7 “Developer” shall refer to SUNFIELD HOMES, INC., a Florida corporation, and its successors in interest.

1.8 “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookfield at Estancia, as modified and amended from time to time.

1.9 “Dwelling” shall mean and refer to each and every single-family dwelling unit constructed on any Lot, including each dwelling unit within a duplex, quadraplex, or other multi-family building.

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

1.11 “Lot” shall mean and refer to any plot of land or any part thereof upon which parcel a dwelling unit can be constructed or which would sustain a dwelling unit shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility.

1.12 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 “Plat” shall refer to the plat of the Property, as defined below.

1.14 “Property” shall mean the land shown on Exhibit “A” attached to the original Declaration of Covenants, Conditions and Restrictions, recorded in the public records of Pinellas County, Florida, at ORB 7673, Page 1160, and made a part hereof and such additions as may have been and are hereafter brought within the jurisdiction of the Association, in accordance with Article XI below. All parts of the Property are subject to the restrictions set forth below which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot within the Property in order to maintain within the Property a residential area of the highest standard.

1.15 “Resident” shall mean any individual(s) who reside in a unit for a period of more than thirty (30) consecutive days regardless of whether the Owner is residing in the unit with the

Resident. Any "Resident" that is occupying a unit in the absence of the Owner shall also be deemed a "Tenant" and shall be subject to the approval requirements as elsewhere set forth herein, unless such Resident is a family member of the absent Owner (defined as the spouse, parents, children, grandparents, grandchildren or siblings).

1.16 "VA" shall mean and refer to the Veterans Administration.

ARTICLE II

PROPERTY RIGHTS

2.1 Owner's Easement of Enjoyment. A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Dwellings, for the benefit of the Association, the Architectural Control Committee, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association, through its Board of Directors, to suspend the voting rights of an Owner for any violation of this Declaration, or the Rules and Regulations of the Association, or the nonpayment of assessments or fees to the Association to the extent allowed by Chapters 617 and 720 of the Florida Statutes;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been recorded and signed by a majority of the members;

(c) all provisions of this Declaration, including the following provisions of the this Article II concerning rights of the Owners and the Association, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association;

(d) rules and regulations adopted by the Association, through its Board of Directors, governing use and enjoyment of the Common Area and Lots; and

(e) any right of Pinellas County, Florida, upon the failure of the Association to do so, to maintain such portions of the Common Area as are designated on any plat as being for drainage purposes, and to record a lien against such Common Areas to secure payment by the Association for the cost of such maintenance.

2.2 Common Area. The Common Area shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose and cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners. Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment of the Common Area to his tenants or contract purchasers who reside on the Property, but shall not thereafter be permitted to

use the Common Area for so long as such right to enjoyment is delegated. The Common Area shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner's Lot or Lots, as provided in Section 6.4.

2.3 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and the portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair, and reconstruction of any party wall or walls and any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof; for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration; and for access to, maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise. Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot, where the original placement of a party wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended to cover lanai on one Lot and extend over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point, and shall survive damage or destruction of the Dwelling or part thereof causing the encroachment, so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction of the encroaching Dwelling. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof. Notwithstanding the foregoing, in no event shall there be any easement for an overhang or encroachment if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

2.4 Easements for Utilities and Drainage. Perpetual non-exclusive easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to the Association over all utility and drainage easement areas shown on any plat of the Property or any part thereof now or hereafter recorded, or encumbered by recorded easements as of the date of recording hereof (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas). The Association with the approval of a majority of each class of members, shall have the right hereafter to convey such additional easements, permits and licenses encumbering the Common Area for utilities, roads and other

purposes as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed within a lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association. The easement rights reserved pursuant to this section shall not impose any obligation on the Association to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such 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 and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance by the Association, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or public or private utility company is responsible. With regard to specific easements for drainage, the Association shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot unless the Owner of such Lot shall consent to such alteration.

2.5 Association Easement. Developer reserves for the Association, and the Architectural Control Committee, and their respective grantees, successors, legal representatives, agents and assigns, an easement for access to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising their respective rights and obligations under this Declaration. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice at a reasonable time, and in a peaceful and reasonable manner.

2.6 Sewer Facilities. Unless and until decided, dedicated or otherwise conveyed to a public or private provider of utilities services, all sewer facilities within the Property shall be part of the Common Area and maintained by the Association as provided in Sections 1.6 and 4.2. The Association, through its Board of Directors, shall have the right to deed, dedicate or otherwise convey said facilities, together with appropriate accommodating easements, to any public or private provider of utilities services which shall thereafter assume the obligation to maintain such facilities, without the joinder of any other person or entity.

ARTICLE III

THE ASSOCIATION

3.1 Powers and Duties. The Association, acting through its Board of Directors, shall have the powers and duties set forth herein and in the Articles and Bylaws, including the right to enforce the provisions of this Declaration, and the right to collect assessments for expenses relating to the Common Areas and all proper purposes relating to the administration and management of the community pursuant to the rights and obligations set forth in this Declaration, the Articles of Incorporation and the Bylaws, and such additional rights as may reasonably be implied therefrom. As provided in the Bylaws, the Association may, by written action without a meeting, take any action authorized hereunder to be taken at a meeting.

3.2 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot.

3.3 Voting Rights. The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes ("voting interests") is equal to the total number of Lots. The vote of a Lot is not divisible. If a Lot is owned by one natural person, individually or as trustee, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more persons, the vote for such Lot may be cast by any of the owners provided only one vote shall be cast. If the multiple Owners cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another Owner, the vote for that Lot will not be counted. The vote of an Owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

3.4 Services. The Association, through its Board of Directors, may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for this proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association, through its Board of Directors, may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association, through its Board of Directors, may arrange with others to furnish common services to each Lot, and the cost thereof may be included in the assessments for maintenance described in Article IV below.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected

as hereinafter provided. The annual and special assessments, together with interest, late fees, costs, and attorney's fees, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fees, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments up to the time of transfer of title, except in the event of a foreclosure or deed in lieu of foreclosure by an institutional first mortgagee, or a foreclosure or deed in lieu of foreclosure by the Association, which entities shall not be subject to joint and several liability for past due assessments. The Association's lien as described herein shall relate back to the date that the original Declaration of Covenants, Conditions and Restrictions was recorded and shall take priority over all lien holders other than an institutional first mortgagee. An institutional first mortgagee that acquires title to a Lot through foreclosure or by deed in lieu of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to the Lot or chargeable to the previous Owner which came due prior to the acquisition of title except as may be required by the Florida Statutes as amended from time to time. The provisions of Section 6.4 regarding interest, costs and attorney's fees and foreclosure shall apply to the lien established in this Section 4.1.

4.2 Purpose of Assessments. The assessments levied by the Association, through its Board of Directors, shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property, including expenditures made and liabilities incurred by the Association, through its Board of Directors, in connection with its rights and obligations hereunder, such as (but without limitation) payments for garbage removal from the Property and for the improvement and maintenance of other improvements within the Common Area and other property to be replaced by the Association hereunder, including the roofs and fences and exterior painting of all Dwellings. The Association may also use assessments for the purpose of organizing and hosting social and recreational functions for the benefit of its members, provided that such expenses shall not exceed \$5,000.00, in the aggregate, per year without prior approval from a majority of the members.

4.3 Reserve. The Association, through its Board of Directors, shall establish and maintain a reserve fund. The reserve fund shall be funded as part of the annual assessment levied by the Association. The reserve shall be for the periodic improvements as follows.

(a) A reserve fund for maintenance, repair, and replacement and improvements within the Common Area.

(b) A reserve fund for replacement of roofs, repainting the exterior of buildings, and replacement of fences.

4.4 Roof Repairs. The Association, through its Board of Directors, shall be obligated for the expense of all roof repairs, which are not the result of homeowner negligence, or the result of damage or alterations by the homeowner. This will be a part of the annual assessment levied by the Association.

4.5 Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year, which will take effect at the commencement of the next ensuing year without further notice to any Owner. However, if the budget requires an annual assessment of more than (115%) over the prior year's assessment, excluding any charges for reserves or other non-recurring items, the membership can request that a special meeting be held for purposes of reconsidering the budget increase. Such request is to be made by a petition signed by at least thirty-three percent (33%) of the membership and must be submitted within 30 days from the adoption of the budget. Upon receipt of the petition, the Board shall schedule a special meeting of the membership. Members who are not able to attend such meeting may give another member a general proxy to attend such meeting and vote on behalf of the absent member. At the membership meeting, the members may propose and adopt a new budget, which must be approved by at least two-thirds (2/3) of the members to become effective. However, if 2/3 of the members do not approve of the new proposed budget, the initial budget proposed by the Board of Directors shall automatically become effective.

4.6 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, through its Board of Directors, 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 reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area, provided that any such assessments in excess of \$25,000.00 shall be approved by a majority vote of the members who participate in the voting in person or by proxy, at a meeting duly called for this purpose, provided a quorum is obtained. The Board of Directors may fix any special assessment not in excess of said limitation. Without limiting the generality of the foregoing, in the event that the annual assessments are not sufficient to defray the cost of painting the exterior of the Dwellings incurred by the Association pursuant to Section 6.2 hereof, the Association may levy a special assessment to collect such cost pursuant to the terms of this Section 4.6. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.

4.7 Notice and Quorum for Association Meetings Regarding Assessments. Written notice of any meeting called of the members of the Association to approve annual or special assessments shall be sent to all members of the Association not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast thirty percent (30%) of all of the votes of the membership shall constitute a quorum.

4.8 Rate and Collection. Annual assessments shall be collected on a monthly basis. Both annual and special assessments must be fixed at a uniform rate for all Lots, subject to the following:

(a) As described in Section 4.3, the cost of and reserves for the maintenance, repair and replacement of the roof and exterior repainting of each building within the Property shall be the obligation only of the Owners of Dwellings within such building and the cost of and

reserves for replacement of fences shall be the obligation only of Owners of Lots on which the fences are located.

(b) Where a special assessment is required to perform work on less than all Lots or Dwellings, the amount of such special assessment may be allocated only to the Lots or Dwellings on which such work is performed. Without limiting the generality of the foregoing, the cost of painting any structure, addition or improvement added by an Owner shall, at the option of the Association, through its Board of Directors, be borne exclusively by the Owner, and his successors in interest, of the Dwelling and Lot to which such structure, addition or improvement is appurtenant, and shall be assessed only against such Lot.

The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the Association's fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

4.9 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the highest contract rate of interest permitted by Florida law from time to time. The Association may impose a "late charge," not to exceed the maximum amount permitted by law for administrative expenses incurred in connection with each delinquent assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or may file and foreclose a lien against the Lot in the same manner described in Section 6.4, including without limitation the provisions set forth in Section 6.4 regarding administrative charge, attorneys' fees, costs and interest. Interest on the amount of each assessment shall accrue from the due date of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot.

4.10 Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate only to the lien of any first mortgage which is recorded prior to the recording of a notice of lien as to the portion of the Property encumbered by such mortgage. Sale or transfer of a Lot shall not affect the assessment lien against the Lot. However, the sale or transfer of any Lot to the institutional first mortgagee, pursuant to foreclosure of any first mortgage as described in this section, or any proceeding in lieu thereof, shall extinguish the lien of assessments only as to those payments which became due prior to such sale or transfer, except as may be required by the Florida Statutes as amended from time to time. No sale or transfer

shall release any Lot from liability for assessment payment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Control. No Dwelling, building, wall, fence, pavement or other improvement of any nature shall be erected, placed or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the improvement shall have been approved in writing by the Architectural Control Committee. Each improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the Architectural Control Committee seem sufficient. Any change in the exterior appearance of any dwelling, building, wall, pavement, other structure or improvement, and any change in finished ground elevation, shall be a change requiring approval under this Section 5.1. In the event the Committee shall fail to approve or disapprove any plans or specifications within thirty (30) day of submission, approval of such plans or specifications shall be deemed given. The Architectural Control Committee shall have the power to promulgate such standards, guidelines, procedures, rules and regulations as it deems necessary to carry out the provisions and intent of this section. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. In the absence of specific appointment, the Board of Directors shall serve as the Architectural Control Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate representatives or agents to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

5.2 Board of Directors. Notwithstanding the foregoing, the decisions made by the Architectural Control Committee are subject to review by the Board of Directors and shall not become final until five (5) days from the date of issuance. The Board of Directors shall have final authority to uphold or overrule any decision of the Architectural Control Committee within the stated five-day period (or upon receiving a written appeal from a homeowner), for the following reasons:

- (a) The decision made by the ACC is inconsistent with Florida Law; or
- (b) The decision made by the ACC is inconsistent with this Declaration, the Architectural Standards adopted by the Association, or any other governing document of the Association; or

(c) The decision made by the ACC is clearly inconsistent with the general scheme of development and overall design of the community.

Upon notice to the affected Owner, the five-day appeal period stated above may be extended by the Board of Directors, for a reasonable period of time (not to exceed thirty (30) days) for the purpose of obtaining and considering additional information from public authorities or legal counsel that may be necessary to render its decision.

5.3 Liability of Architectural Control Committee. The Board of Directors, Architectural Control Committee, and each of their members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of the Board, Committee, or their members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. The Board of Directors or Committee shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting plans to the Board of Directors or Architectural Control Committee for approval, by the submitting of such plans, and any Owner by acquiring title to any Lot, agrees not to bring any action or claim for any such damages against the Association, its Board of Directors, Architectural Control Committee, or their members, agents or employees.

ARTICLE VI

MAINTENANCE

6.1 Maintenance of Common Area, Lawns and Landscaping. All of the Common Area and all personal property owned by the Association shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. Trees, grass, shrubs and plantings on each Lot, except that portion of the Lot enclosed by a fence, shall be maintained by and at the expense of the Association. As used herein, the term "maintained" shall not be deemed to require the Association to replace trees, shrubs or plantings on any Lot. The replacement of trees, shrubs and plantings shall be at the sole discretion of the Board of Directors. The Association shall not be required to replace any grass which is damaged due to the neglect or willful act of any resident or owner. In the event that the need for maintenance or repair of the Common Area, any personal property owned by the Association, or any other items to be maintained by the Association as provided in Section 6.2 below is caused by the willful or negligent act of an Owner, his tenants, family, guests or invitees, the cost of such maintenance or repair shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 6.4. The Owner of each Lot shall, except as otherwise provided herein, be responsible for all improvements within his Lot.

6.1.1 Subterranean termite treatment. The Association, through its Board of Directors, shall provide subterranean termite treatment to the Common Area and the Lots. The cost of such treatment shall be included as part of the annual assessment. This provision applies to subterranean termites only and not to dry wood termites. Members of the Association remain responsible for dry wood termite treatment and repairs and for repair of damages caused by subterranean termites not covered by the contractor chosen by the Association. Access across the

Lot is granted to the Association at reasonable times and upon reasonable notice for the purposes hereof. Members shall have the obligation to inform the Association or its agent of the suspected presence of termites.

6.2 Maintenance of Roof and Exterior of Dwellings. The Association, subject to the provisions of Sections 4.8(b) and 6.1 hereof, shall be responsible for the painting of the exterior of the Dwellings and the maintenance, repair and replacement of all roofs of Dwellings. Such painting, maintenance, repair and replacement shall be performed at such times and by such persons as may be designated by the Board of Directors. All other maintenance of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner.

6.3 Care and Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including walls, gutters, downspouts, driveways, glass, and screened areas, by and at the expense of the Owner. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds of the Association, and with the approval of a majority of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot as provided in Section 6.4 below.

6.4 Lien Rights; Foreclosure. To ensure reimbursement of the cost of performing any work described in Section 6.3, or to secure any other sum payable by a defaulting Owner under the terms of this Declaration, the Association, and in the case of any sum described in Section 6.5 or 6.6 an Owner, shall be entitled to file in the Public Records of Pinellas County, Florida, a notice of its claim of lien by virtue of this contract with the defaulting Owner. Said notice shall state the sum payable and shall contain a description of the Lot against which the enforcement of the lien is sought. Each Lot shall stand as security for any expense due to the Association or to another Owner pursuant to Article 4 or Article 6 hereof, and for any other sums due hereunder from the defaulting Owner to the Association or to another Owner, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the manner provided in Section 720.3085 of the Florida Statutes for unpaid assessments. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand for payment, and in any action to enforce payment the Association, or the Owner to whom payment is determined to be due, shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The defaulting Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure, and if the Association is foreclosing the lien then all assessments levied through the date a judgment of foreclosure is entered shall be secured by the lien foreclosed. The Association shall have the right to bid at any foreclosure sale and acquire title to the Lot being sold. The lien herein provided shall be subordinate to the lien of any first mortgage recorded prior to the recording of a notice of lien, or

in favor of any institutional lender or mortgage company insured by the FHA or guaranteed by the VA, provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided. Notwithstanding the foregoing, any mortgagee acquiring title to a Lot by foreclosure, or deed in lieu of foreclosure, shall be liable to the Association for assessments in accordance with the provisions the Florida Statutes, as may be amended from time to time.

6.5 Utilities, Equipment and Fixtures. All fixtures and equipment serving only one Dwelling, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures installed within the Property serve more than one Dwelling, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the person causing the damage shall be liable for all expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be paid by the Owner reasonably deemed responsible by the Board of Directors, and if it cannot reasonably be determined which Owner was responsible the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost payable by an Owner pursuant to this Section which is paid on behalf of such Owner by another Owner or by the Association shall be repaid upon demand, and shall be secured by a lien upon such Owner's Lot as provided in Section 6.4.

6.6 Party Walls.

(a) Each wall which is built as a part of the original construction of the Dwellings and placed or intended to be placed on the dividing line between any two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 6.6, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto.

(b) The cost of reasonable repair, replacement and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if any other Owner thereafter makes use of the party wall, such other Owner shall contribute to the cost of restoration thereof in proportion to his use without prejudice,

however, to the right of any Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

(e) The right of any Owner to contribution from any other Owner and the obligation of any Owner to make contribution under this Section 6.6 shall be appurtenant to the land and shall pass to each such Owner's successors in title. As to any specific contribution required from a defaulting Owner, the right of the non-defaulting Owner to payment thereof shall be secured by a lien upon the defaulting Owner's Lot as provided in Section 6.4.

6.7 Damage; Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvement within the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace such improvement in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Architectural Control Committee. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners, as more specifically described in Article VIII of this Declaration. Each Owner shall at all times maintain, for each Lot owned, adequate casualty insurance to provide for complete reconstruction of all improvements on such Lot after casualty, and liability insurance coverage as required by Article VIII of this Declaration.

ARTICLE VII

GENERAL USE RESTRICTIONS

7.1 Residential Use; Rental. All of the Property shall be known and described as residential property and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Section 2.3. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling. As used herein, the term "family" shall mean no more than two unrelated persons living together as a single housekeeping unit and shall not include subletting, subleasing, renting, of less than an entire dwelling or similar living arrangements. Each lease made as to any Dwelling shall be subject to the prior written approval of the Association, which shall not be unreasonably withheld, and shall bind the tenant to abide by the terms of this Declaration and all applicable rules and regulations affecting the Property. No Dwelling shall be leased for a term of less than seven (7) months. The right to use the Common Areas shall pass to each tenant of a Dwelling, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to use the Common Areas during any period that his Dwelling is leased. No Dwelling which is under lease from the Owner shall be occupied by more than two persons for each bedroom in the Dwelling; this occupancy restriction shall apply only to tenants and not to Owners residing in a

Dwelling. The Association shall be provided with a copy of each proposed lease for approval as aforesaid, and may collect an administrative fee of up to Fifty Dollars (\$50.00) in connection with review of each lease submitted.

7.2 Structures. Each Dwelling within the property shall be erected within a Lot, subject to unintentional encroachment as described in Section 2.3. Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulations and this Declaration.

7.3 Commercial Uses and Nuisances. No trade, business, profession or other type of activity which shows signs of commercial use shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agent may show a Dwelling within the provisions hereof. Home based businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they are conducted entirely within the Dwelling and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. No activity shall be conducted upon any Lot which may become a nuisance or unreasonable annoyance to the other residents of the Property. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No Owner shall permit any use of his Dwelling or make any use of the Common Area that will increase the cost of insurance above that required when the Dwelling is used for the approved purposes, or that will cause any insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with rules and regulations promulgated from time to time by the Association, and except for personal property owned by the Association.

7.4 Animals. No animals shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section 7.4. Dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, or in excessive numbers. Exotic pets such as snakes, lizards, pot-bellied pigs, miniature ponies, etc. (other than those small pets that may be maintained in a household aquarium) are strictly prohibited.

(a) A maximum of two dogs will be permitted for each Lot after the date of this Amendment, and any dogs brought onto the property after the date of this Amendment must be registered with the Association. No pit bulls or pit bull terriers, Doberman Pinschers, Chows, or Rottweilers, or mixes thereof, will be allowed to be brought onto the Common Property or any Lot after the date of the Amendment, since it is determined that these breeds are potentially vicious or dangerous. Any dogs which are currently residing on one of the Lots in this Subdivision at the time of the adoption of this Amendment will be grandfathered in, even if they exceed the maximum number of dogs which will be permitted in the future, or even if they are one of the prohibited breeds of dogs mentioned above. However, all such dogs must be registered with the Association within thirty (30) days from the date of the adoption of this Amendment on a form which is available from the Association, and once such grandfathered dog dies or vacates the property on a permanent basis (this would include a lease of the property to

another occupant or another change in occupancy), the dog will not be allowed to return or be replaced.

(b) All dogs must be kept on a short, hand-held leash when they are being walked, and the owners must immediately pick up any solid waste materials from any dogs or other pets. The Board of Directors may adopt additional rules and regulations to implement the restrictions contained herein.

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

7.5 Temporary Structures. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or storage room, either permanently or temporarily. Notwithstanding the foregoing, portable on demand storage units ("PODS") may be placed completely within a driveway (in a manner that does not obstruct any sidewalk or roadway) for a temporary period of time, not exceeding two weeks, in connection with an Owner or Resident moving into or out of the Dwelling. Prior written approval must be obtained before placing PODS on the property. Temporary parking arrangements may also be required.

7.6 Fences and spas/Hot Tubs. No wood, chain link or any other type of fence shall be constructed on any Lot or the Common Area, except in accordance with this Section 7.6. Subject to compliance with all applicable governmental regulations, both fences and/or spas/hot tubs may be constructed within the confines of the Owner's Lot in accordance with plans, specifications and conditions previously approved by the Architectural Control Committee in accordance with Section 5.1. Each such improvement shall be maintained and insured against casualty solely at the expense of the Owner of the Lot upon which it is constructed, with the Association having the same rights upon the Owner's default of said obligation as provided in Section 6.3.

7.7 View Obstructions. The Association, through its Board of Directors, shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of the same will, in the reasonable judgment of the Board of Directors, obstruct the vision of a motorist upon any of the private access streets.

7.8 Vehicular Parking. No vehicles of any kind and no boats may be kept or parked on any Lot or the Common Area, except that private vehicles used by the occupants of a Lot may be parked only within the garage and driveway lying within the boundaries of the Lot. Without limiting the generality of the foregoing, no commercial vehicle and no recreational or other vehicle larger than a standard passenger van shall be parked within the Property unless such vehicle is completely enclosed within a garage on such lot. Included within the definition of "commercial vehicles" are all vehicles with exterior commercial lettering; vans and trucks

designed for commercial purposes, which determination is based upon factors including the size of the vehicle, the absence of passenger windows on the sides of the vehicle, and the absence of rear seats for passengers with space for carrying cargo present in place of such seats; and visible evidence of uses or modifications for commercial purposes. This includes vehicles where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container). This also includes vehicles where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Also prohibited are any passenger vehicles, including sport utility vehicles, which have been modified from the condition which existed when sold by the manufacturer, including modifications which have increased the height of such vehicles, added off-road or enlarged tires, or added roll bars or other apparatus unrelated to conventional passenger use of the vehicle. The board of directors may designate specific sections of the common area for vehicle parking and may adopt additional rules and regulations relating to parking and vehicles permitted on the common areas. Any vehicle parked on the common areas in violation of this Declaration or the rules and regulation adopted by the Association may be towed in accordance with the procedures established by Florida Statutes and local ordinances as same may be amended from time to time.

7.9 Gas Tanks; Water Softeners. No gas tank, gas container, gas cylinder, propane tank, liquid storage tank, water treatment apparatus or tank or water softener shall be permitted to be placed on or about the outside of any of the Dwellings, except as provided in subparagraphs (a), (b) and (c) of this Paragraph 7.9.

(a) No more than two propane tanks of 20 pounds capacity each may be used and stored within the enclosed patio or fenced area of each dwelling.

(b) Any gas storage tank, propane tank or cylinder in excess of 20 pounds capacity must be installed underground with the specific approval of the ACC of the size and location. It is the dwelling owner's responsibility for conformance to all local or federal regulations relating to such installation.

(c) Any water softener or water treatment plant including pipes and pumps may be installed within the enclosed or fenced area of a dwelling provided that such installation be screened from view from the common and public areas and in no instance may the installation be higher than the enclosing fence.

(1) For all installations allowed in 7.9(b) and (c) above, a description or plans of the installation must be submitted for prior approval by the ACC and the ACC reserves the right of inspection upon completion.

7.10 Dwelling Plates. A plate showing the number of the Dwelling shall be placed on each Dwelling. Any change in the size, location, design, style and type of material for each such plate shall be first approved by the Association, through its Board of Directors.

7.11 Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on

any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association, through its Board of Directors.

7.12 Garbage/Trash Collection. Garbage shall be collected from each Lot and such collection shall be arranged by the Association, through its Board of Directors, with an independent garbage collection company and the cost thereof shall be a common expense of the Association. No trash, garbage, rubbish, debris, waste material, or other refuse shall be allowed to accumulate or remain on any part of any Lot, nor upon any land or lands contiguous thereto. No fires or the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of any Lot. Owners shall deposit all garbage in plastic bags within appropriate containers. No garbage containers shall be placed or remain outside of a Dwelling upon any Lot except from 6:00 P.M. on the day preceding until 11:00 P.M. on the days garbage collection is to be made from such Lot.

7.13 Laundry Hanging. Laundry hanging upon or visible from the Common Areas or any other Dwelling shall not be permitted.

7.14 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. The Association, through its Board of Directors, may promulgate rules and regulations requiring uniform or non-uniform drapes, liners or shades to be installed in each window of a Dwelling visible from the Common Areas or any other Dwelling.

7.15 Signs. No signs shall be displayed within the property with the exception of a maximum of one "For Sale" and/or "Open for Inspection" sign upon each Lot not exceeding 36" x 24", fastened only to a stake in the ground and extending not more than three (3) feet above surface of the ground.

7.16 Obstructions. No obstructions such as gates, fences or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described herein. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls.

7.17 Ponds. Any ponds or other water retention areas ("Ponds") constructed by Developer within the Property shall be part of the property's drainage facilities. In no event may Owners or residents of Lots or members of the public use such Ponds for swimming, bathing, boating, fishing or other recreational purposes.

7.18 Wells; Oil and Mining Operations. No water wells may be drilled or maintained on any portion of the Property. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

7.19 Electrical Interference; Antennas. No electrical machinery, device or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property.

(a) No exterior radio, television or other electronic antennas and aerials shall be allowed, except to the extent required by law.

(b) Satellite dishes shall be permitted with prior approval of the ACC and within the following parameters:

(1) Dishes cannot exceed one meter in diameter.

(2) Dishes may not be attached to or located on the roof of any unit, except where any alternate location will effect significant degradation of the electronic signal.

(3) Installation must be done by a licensed contractor or by the owner in conformance with all safety regulations including wind-load specifications.

(4) Connector wires must be run unobtrusively into the dwelling and may not be routed through the roof unless alternate routings are inordinately expensive.

(5) Financial liability for damage or leaks due to installation are the sole responsibility of the property owner, the ACC will require that the owner warrant the installation against structural damage or leakage and that the owner indemnify the Association for financial responsibility for any subsequently necessary repairs. The ACC reserves the right to select or approve a contract to affect any necessary roof or building repairs.

(6) As part of the ACC review the committee must be consulted by the owner to discuss the location of the satellite dish. Concomitant with the requirements for an acceptable electronic signal and a reasonable installation cost the ACC will decide acceptable locations of the installation based on community aesthetics.

7.20 Solar Devices. No solar devices or solar film of any nature shall be permitted to be placed on the exterior of any Dwelling or so as to be visible from the front of the Dwelling along the street line.

7.21 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots and Common Area, and consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors, and shall be binding on all Owners, residents, lessees, family members, guests, agents, invitees, and licensees, in the manner provided in the Articles and Bylaws. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, residents, lessees, family members, guests, agents, invitees, and licensees shall use the Common Area only in accordance with such rules and regulations.

ARTICLE VIII

INSURANCE

8.1 The Association shall obtain, to the extent reasonably available, the following policies of insurance:

(a) **Casualty and Hazard Insurance.** The Association shall obtain fire and extended coverage insurance so as to insure all of the appropriate insurable improvements within the Common Area, including personal property owned by the Association (hereinafter the "Improvements"). The amount of insurance coverage to be maintained by the Association will be based upon an insurance appraisal or analysis to be performed on behalf of the Board of Directors at least once every three years. Further, coverage for upgrades required by ordinances, codes or other laws may also be maintained by the Board if it is determined to be cost effective to do so, but such coverage will not be required.

(b) **Flood Insurance.** To the extent available, and to the extent that the Improvements are in a special flood hazard zone as established by the federal government, the Association shall obtain flood insurance on said Improvements in the amount of the full insurance replacement cost value of all such Improvements located upon the Common Area.

(c) **Liability.** Comprehensive general public liability insurance against liability to and claims of the public, members of the Association, or any other persons, with respect to liability occurring on the Common Area or based upon or arising out the Association's responsibilities with regard to the properties. The limits of such liability coverage are to be determined, from time to time, by the Board of Directors.

(d) **Worker's Compensation and other mandatory insurance where applicable,** as well as directors' and officers' insurance, as determined necessary or appropriate by the Board of Directors. The Association may also obtain such other insurance as the Board of Directors shall determine from time to time to be desirable or appropriate.

(e) **Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially appropriate, in the exercise of their business judgment.

(f) **Unit Owner Insurance.** Each Lot Owner shall be required to maintain hazard, casualty and windstorm insurance (along with flood insurance to the extent the improvements are located in a special flood hazard zone as established by the federal government) for all improvements located upon such Owner's Lot, including all fixtures, appliances, air-conditioning and heating equipment, water heaters, built-in cabinets, and any other improvements on the Lot as initially constructed by the developer and subsequently improved, covering such improvements in an amount equal to the full replacement cost. Each Owner shall provide proof of insurance coverage which meets the requirements of this section to

the Association, upon request, and if proof of coverage is not provided the Association may impose fines and such other penalties or sanctions as are authorized by law, in order to attempt to ensure that all portions of the Lot will be covered in the event of a casualty or hazard. The Association may also seek a judicial order for injunctive relief requiring the Owner to obtain and maintain adequate insurance as set forth herein. Notwithstanding the foregoing, the Association will not be liable for failing to confirm that each Owner has the insurance required under this section, or for failing to take action to require such insurance to be purchased by each Owner. Each Owner is also encouraged to maintain liability insurance to protect such owner against damage or injury caused to third persons or the property of third parties.

8.2 Repair and Reconstruction after Casualty.

(a) In the event of any damage to the Improvements that are covered by insurance maintained by the Association, the Board of Directors shall arrange for the prompt repair and restoration of the damaged Improvements. Reconstruction and repair should be substantially in accordance with the original Plans and Specifications for such Improvements, except as modifications may be required pursuant to applicable ordinances, or upon impracticality of complying with the original Plans and Specifications.

(b) In the event of damage to the individual Lots for which the responsibility to insure is that of the respective Owners, then the Owners shall be responsible for all necessary reconstruction and repair. Reconstruction and repair should be substantially in accordance with the original Plans and Specifications for the Lots and the improvements thereon, except as modifications may be required pursuant to applicable ordinances, or those which are approved by the Board of Directors in writing based upon impracticality of complying with the original Plans and Specifications.

(c) All repairs and reconstruction shall be completed within a reasonable time, not to exceed ninety (90) days from the date of loss unless circumstances make it impossible for repairs and reconstruction to be completed within such period, in which case the repairs and reconstruction must be made as soon as reasonably possible.

(d) Immediately following any casualty, the Association and/or the Owner (as to the areas that each is respectively required to insure) will clear all debris, and otherwise take such measures as are deemed necessary by the Association to keep the Improvements or a Lot in a safe and reasonably presentable condition until such time as the repairs and/or reconstruction are to be undertaken. If any Owner fails to take such action as directed by the Association, within a reasonable period of time to be specified by the Association, then the Association may proceed to clear the site or take such other steps as may be deemed necessary or appropriate, and the costs incurred by the Association will constitute a lien against the Lot, and a personal obligation of the Owner, collectible in the same manner as unpaid assessments.

ARTICLE IX

SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF FNMA

9.1 Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first Mortgage encumbering a Lot, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association, Copies of any of the foregoing and the books and records of the Association shall be available for inspection, upon request, during normal business hours, and copies will be provided for a reasonable charge not to exceed the cost of photocopying.

9.2 Contracts. The Association shall not be bound to any contract (including any management contract) or lease prior to transfer of control by the Developer to other Owners, unless the contract or lease contains a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Developer, and upon not more than ninety (90) days' notice to the other party to such contract or lease.

9.3 Reserves. The Association, through its Board of Directors, shall establish and maintain, out of regular maintenance assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

9.4 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address of the Lot which is the subject of its mortgage, any mortgage holder, insurer or guarantor will 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 encumbered by its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by the mortgage in question.

(c) Any 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.

9.5 Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association.

9.6 Insurance and Bonding. All insurance and fidelity bond coverage obtained by the Association shall comply with the requirements in the FNMA Lending Guide, Chapter Three, Part 5.

ARTICLE X

RESTRICTIONS ON TRANSFER

10.1 Association Approval. No Lot may be transferred by any Owner, except an Owner who acquired title to the Lot by a certificate of title in a mortgage foreclosure action or by deed in lieu of mortgage foreclosure, until the prospective purchaser has met with the Association and/or signed a written agreement to observe and abide by all terms of this Declaration and any additional rules and regulations affecting the property or any part thereof. Further, the right of any Owner to sell or otherwise convey any Lot is subject to a right of first refusal in favor of the Association and/or its assigns, as follows. Any Owner wishing to convey a Lot shall submit the name of the proposed transferee and the terms of the transfer to the Association in writing. Within sixty (60) days thereafter, the Association may, by written notice to the Owner, elect to acquire the Lot under the same terms as contained in the notice given to the Association by the Owner. The Association may assign its right to acquire the unit as aforesaid to any other person or entity. The right of first refusal described in this Section 10.1 shall not apply to any transfer by devise or descent, any transfer to a trustee or nominee, or any transfer to a mortgagee or purchaser at the foreclosure sale or any proceedings in lieu thereof.

ARTICLE XI

(THIS ARTICLE INTENTIONALLY LEFT BLANK)

ARTICLE XII

MISCELLANEOUS

12.1 Term and Amendment. This Amended and Restated Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of twenty (20) years from the date the original Declaration was recorded, and shall be automatically extend for successive periods of ten (10) years each.

(a) Amendment. This Declaration may be amended or modified when a notice of any meeting, not less than fourteen (14) days in advance of the meeting, is called of the members of the Association to approve amendment or modification. At any such meeting called, the presence in person or by proxy of members entitled to cast thirty percent (30%) of all of the votes of the membership shall constitute a quorum. Approval of at least seventy-five (75%) of

the quorum is required to amend or modify these covenants. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of Pinellas County, Florida.

12.2 Enforcement.

(a) If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Association, through its Board of Directors, or any Owner of a Lot within the Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, or against the land to enforce any lien created hereunder, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred in pre-litigation efforts and/or on appeal) incurred by the party enforcing the restrictions set forth herein. Failure of any person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent the Association or any of the Owners from enforcing the restrictions set forth herein.

(b) The Association, through its Board of Directors, may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees or both to use common areas and facilities and may levy reasonable fines, not to exceed the per violation maximum permitted by the Florida Statutes against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing provided that no such fine shall in the aggregate exceed the maximum permitted by the Florida Statutes.

(1) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed.

(2) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(3) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel including but not limited to the right to park.

(4) The Association, through its Board of Directors, may suspend the voting rights of a member.

12.3 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

12.4 Severability. Invalidation of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

12.5 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; the use of the term "including" shall mean "including without limitation;" and any reference to "attorney's fees" shall mean "reasonable attorney's fees incurred before, during and after litigation, including appellate proceedings." 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.

12.6 Approvals. Wherever herein the consent or approval of the Association or the Architectural Control Committee is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval to the particular action sought in such written request shall be presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

12.8 Surface Water Management.

(a) It is the responsibility of the Association, through its Board of Directors, to operate and maintain the surface water management system.

(b) The surface water management system is owed by the Association and is described herein as common property.

(c) Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

END OF ADOPTED AMENDED AND RESTATED DECLARATION