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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEMINOLE PALMS

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J. Marcus Vernon, Esquire
1721 Rainbow Drive
Clearwater, Florida 33755

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEMINOLE PALMS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEMINOLE PALMS

THIS DECLARATION is made and entered into this 19th day of September, 2003, by Jefferson Land Holdings, Inc., a Florida corporation (the "Declarant").

RECITALS:

A. Declarant is the owner of certain real property located in Pinellas County, Florida described on **Exhibit A** attached hereto and made a part hereof (the "Property"). In addition to Declarant Beazer Homes Corp owns lots within the Property and their Consent and Joinder is attached hereto and incorporated herein as **Exhibit B.**

B. Declarant intends to develop the Property into a community to be known as Seminole Palms.

C. The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

"Articles"
shall mean the articles of incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as **Exhibit C**.

"Association"
shall mean Seminole Palms of Largo Homeowners' Association, Inc., its successors and assigns.

"Board"
shall mean the board of directors of the Association.

"Builder"
shall mean those persons or entities who shall enter into agreements with Declarant for the purchase of all or a portion of the Property together with the commitment to construct residences thereon.

"Bylaws"
shall mean the bylaws of the Association, as same may be amended from time to time.

"Common Area"
shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

"Common Assessments"
shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

"Common Expenses"
shall mean the actual and estimated expenses incurred by the Association for the operation, maintenance, and repair of the Common Area (and all improvements thereon), the Surface Water Management System, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the Governing Documents.

"Common Maintenance Area"
shall mean all real property from time to time designated by Declarant or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

"Conservation Area" or "Conservation Easement Areas"
shall mean all conservation areas, if any, designated by Declarant or its successors and assigns upon the Plats (as hereinafter defined), or in any easements, dedications, or restrictions made or imposed pursuant to conservation ordinances, laws, rules, or regulations of governmental authorities.

"County"
shall mean and be defined as any applicable governing authority which regulates the development of the Property and includes, but is not limited to Pinellas County, Florida, and Largo, Florida, which are both political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

"Declarant"
shall mean Jefferson Land Holdings, Inc., a Florida corporation, and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Any provision in this Declaration in which the consent of the Declarant is required shall be deemed not to require said consent upon the Declarant no longer owning any Lots within the Property.

"Declaration"
shall mean this Declaration of Covenants, Conditions, and Restrictions of Seminole Palms.

"Governing Documents"
shall mean and collectively refer to this Declaration, the Articles, and Bylaws.

"Institutional Lender"
shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

"Lakefront or Waterfront Lot"
shall mean any Lot containing, within the Lot lines, a portion of a lake or pond, or having frontage on, or near, or common boundaries with a lake or pond.

"Lot"
shall mean any plot of land intended for use as a site for a Residence and which is shown as a lot upon any recorded Plat of the Property.

"Member"
shall mean every person or entity who is an Owner and in being such the Owners comprise the membership of the Association.

"Owner"
shall mean the record owner, whether one or more persons or entities, of 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.

"Person"
shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

"Plat" or "Plats"
shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of the County.

"Property"
shall mean the real property described in **Exhibit A** attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

"Residence"
means any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements.

"SWFWMD"
shall mean the Southwest Florida Water Management District.

"Streets"
shall mean the rightsofway of and for all streets, roads, drives, courts, ways and cul de sacs within the Property as the same are described in and depicted on the Plats, together with all paving, curbing, gutters, sidewalks, and other improvements, facilities, and appurtenances from time to time located therein, including street lights and utility lines, conveyed by Declarant to the Association as Common Area pursuant to the provisions of this Declaration; but, specifically excluding, however, such utility lines, facilities, and appurtenances as are located within such rightsofway as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

"Surface Water Management System"
shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented, and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use, reuse, and otherwise manage and control surface stormwater drainage on and discharges from the Property in order to prevent or reduce flooding, overdrainage, water pollution, or other environmental degradation or otherwise affect the quality, quantity, and/or rate of flow of surface stormwater drainage on and discharges from the Property in accordance with, and pursuant to the permit or permits issued by SWFWMD (the "Permit") and as reflected on the construction plans approved by the County, and includes all land, easements, improvements, facilities, and appurtenances which together constitute and comprise those portions of the surface water management and drainage system for the Property. The Pemit, and its related onligations, shall hereby be deemed incorporated into this Declaration. The Surface Water Management System shall include all land, if any, located in the environmental and conservation easement areas, drainage easement areas and other water management areas in the Property.

"Water Areas"
shall mean any lakes, ponds, stormwater retention and detention areas, and other water areas within the Property.

ARTICLE II
PROPERTY RIGHTS

Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

2.1.1 The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.1.2 The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless such mortgage, dedication, or transfer is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than twothirds (2/3) of the total votes of the Association and an instrument agreeing to such mortgage, dedication, or transfer is recorded in the public records of the County. If any Owner's ingress or egress to his Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to that Owner's easement.

Delegation of Use.

Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise.

Utility Easements.

There are hereby created, declared, granted to and reserved for the benefit of Declarant, the County, the Association, all Owners, all Lots, and all public or private providers of utility services to the Property and their respective successors and assigns a nonexclusive perpetual easement for utility purposes over, under, upon and within the rightsofway of and for all Common Area and all utility easements and utility easement areas shown on the Plats 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, mains, systems, equipment, 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, telephone, potable water and cable television and other telecommunications services.

Drainage Easements.

There is hereby created, declared, granted to and reserved for the benefit of Declarant, the Association, all Owners, and all Lots a nonexclusive perpetual easement for stormwater collection, retention, detention, treatment, and drainage over, under, upon, and within the rightsofway of and for all Streets and all drainage easements and drainage easement areas, if any, shown on the Plats or otherwise created, declared, granted, or reserved by Declarant pursuant to this Declaration, together with an easement and license to enter upon such Streets and such drainage easements and drainage easement areas for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing any and all stormwater drainage and surface water management systems, improvements, and facilities from time to time located therein or thereon in accordance with and as required by the Permit. Additionally, Declarant, for the benefit of itself, the Association, all Owners and all Lots hereby reserves drainage easements over any and all other portions of the Property, including the Common Area, as may be reasonably required from time to time, in order to provide stormwater drainage to all or any portions of the Property; 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 Area affected thereby or any improvements from time to time placed, located, constructed, erected, or installed thereon. The drainage easements hereinabove created, declared, granted, and reserved contemplate the construction of all stormwater drainage improvements and facilities shown on the plans for the Surface Water Management System as approved by the County and SWFWMD pursuant to the latter's Permit, as supplemented, modified and amended from time to time, and any replacement or supplemental permits, including, without limitation, construction permits, issued by SWFWMD, and such additional or supplemental facilities as may reasonably be required to provide adequate stormwater drainage and surface water management to all portions of the Property. No alterations of the Surface Water Management System and its facilities and appurtenances shall be permitted without the prior written consent and approval of SWFWMD, the County and Declarant.

Emergency Drainage Easement.

There is hereby created, declared and granted to and for the benefit of the County and SWFWMD, a nonexclusive perpetual easement over, under, upon and within the rightsofway of and for all Streets and all drainage easements and drainage easement areas comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System by the Association shall create a hazard to the public health, safety or general welfare. To the extent that the County and/or SWFWMD shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the County and/or SWFWMD as the case may be, shall have a lien upon the Common Area comprising the Surface Water Management System as security for the payment by the Association of those costs and expenses reasonably so incurred by the County and/or SWFWMD in connection therewith. It is expressly provided, however, that the creation, declaration, grant and reservation of such Emergency Drainage Easement shall not be deemed to impose upon the County and/or SWFWMD any obligation, burden, responsibility or liability to

enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof for any reason or reasons whatsoever.

Construction and Sales Easement.

There is hereby created, declared, granted and reserved for the benefit of Declarant, its affiliate(s), and Builder together with the right to grant, assign and transfer the same to their respective sales agents and/or sales representatives as well as to builders or building contractors approved by Declarant or Builder for the construction of residences within the Property, an easement for construction activities upon Lots and an easement for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Declarant, its affiliate(s), and Builder and their respective authorized sales agents and sales representatives and approved builders and building contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature.

Public Easements.

Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

Association's Access Easement.

The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Nonexclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

Lot Line Encroachment.

Certain Residences and other improvements constructed on Lots by Declarant, may be situated so that a portion thereof, including, but not limited to, any exterior wall of such Residence, roof overhangs, air conditioning units, or concrete pads may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line between the Lot upon which said Residence is located and either an adjoining Lot or a portion of the Common Area. In all such cases, said adjoining Lot or portion of the Common Area shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (i)

permitting the existence of the encroachment, and (ii) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. All of such improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section unreasonably interfere with the use of the Lot subject to same.

Access.

Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, nonexclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

Future Easements.

There is hereby reserved to Declarant and it successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole and absolute discretion of Declarant, for the future orderly development of the Property in accordance with the objects and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Lots pursuant to the provisions of this Section if any such easement shall unreasonably interfere, at the absolute discretion of the Declarant, with the presently contemplated or future use and development of a particular Lot as a single family residential home site. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road rightofway or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of the owner of the particular portion of the Property over which any such further or additional easement is granted or required.

Survival.

Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Membership Appurtenant.

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Voting Rights.

The Association shall have two classes of voting membership:

3.2.1 Class A Membership. "Class A Members" or "Class A Membership" shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.

3.2.2 Class B Membership. "Class B Member" or "Class B Membership" shall be Declarant. The Class B Member shall be entitled to thirty (30) votes for each Lot owned. The Class B Membership shall cease and convert to Class A Membership on the happening of any of the following events, whichever occurs earlier:

3.2.2.1 The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership.

3.2.2.2 The date exactly ten (10) years after the recording of this Declaration.

3.2.2.3 Declarant may elect to convert its Class B Membership to Class A Membership upon thirty (30) days written notice to the Board (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

In the event additional Lots are added to the Association by annexation pursuant to Article IV of this Declaration after the Class B Membership shall cease under Section 3.2.2.1 of this Article, the Class B Membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATIONAND ADDITIONS TO THE PROPERTY

Property Subject to Declaration.

The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Additions to the Property.

Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

Annexation of Property.

Real property may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than twothirds (2/3) of the total votes of the Association and with the consent of the Declarant. The Declarant may annex any new property without consent of the Owners. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of the County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

Platting.

As long as there is a Class B Membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any developed or undeveloped portion or portions of the Property without the consent or approval of any Owner.

Merger.

Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than twothirds (2/3) of the total votes of the Association and with the consent of the Declarant. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme.

Withdrawal of Property.

Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration, if consented to by the owner of said portion of the Property, without the joinder, ratification, or approval of the Association, any Owner, or any lienholder (the "Withdrawn Property"). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of the County an instrument signed by Declarant and the owner of the Withdrawn Property, which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Declarant shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

Special Taxing Districts.

In the event that a special taxing district or community development district (hereinafter "Taxing District") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area and subject to the consent of the Declarant. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

Through Board Action.

The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Required Services.

In addition to those other responsibilities specified in the Governing Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

5.2.1 All maintenance of the Common Area and repair and replacement of all improvements thereon as and when deemed appropriate by the Board.

5.2.2 Painting and non-structural, cosmetic maintenance of the exterior surfaces of walls of any improvement on any Lot; and painting of any framing located on each Residence on any Lot; and painting and structural maintenance, repair or replacement of roofs, as the Board deems proper, in their sole discretion, provided, however, that such painting and structural maintenance, repair or replacement shall be for ordinary wear and tear from time to time and not for damages caused by fire, hazards, or any other perils or any casualty loss. The Association shall not maintain air-conditioning units, doors, door frames, window frames, glass surfaces, locks, and garage doors, if any.

5.2.3 Payment of ad valorem taxes and personal property taxes, if applicable, with respect to the Common Area.

5.2.4 Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.

5.2.5 Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.

5.2.6 Conducting business of the Association, including arranging for administrative services such as management services, legal, accounting, financial, and communication services such as informing Owners of activities, meetings, and other important events.

5.2.7 Purchasing insurance to the extent necessary to insure Association property, liability of the Association, its officers and the Board, and any other insurance to the extent deemed desirable by the Board.

5.2.8 Acceptance of any instrument of conveyance with respect to the Common Area delivered to the Association.

5.2.9 Monitoring and maintenance of mitigation areas, if any, described in the Permit shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions.

5.2.10 The maintenance, operation, and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD or the County. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by SWFWMD or the County, if applicable.

Authorized Services.

The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

5.3.1 Such other services as are authorized in the Governing Documents.

5.3.2 Maintenance of lawn and landscaping on Lots.

5.3.3 Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Declarant or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the

owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Common Area.

On or before the termination of Class B membership, Declarant shall convey its interest in the Common Area to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Declarant. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interest and licenses to use. Any fee simple interest in property transferred to the Association by Declarant shall be transferred to the Association by quit-claim deed and shall subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance. The property or interest in property transferred to the Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Declarant.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

ARTICLE VII
COMMUNITY WALLS

Community Walls.

Declarant or the Association may construct walls or fences (the "Community Wall(s)") in the Common Area, easement, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, or for any other reason at the sole discretion of Declarant or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association.

Maintenance of Community Walls.

Community Wall maintenance and repair shall be performed by the Association, as determined by the Board. Should the Board determine that maintenance and/or repair is a result of negligence or abuse by an Owner, charges for said maintenance and/or repair will be assessed to such Owner.

Easement for Community Walls.

An easement is hereby created in favor of Declarant and the Association for the construction, management, inspection, painting, maintenance, and repair of Community Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Community Wall. Entry upon a Lot by Declarant, the Association, or their agents, as provided herein, shall not be deemed a trespass.

ARTICLE VIII
COVENANT FOR ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to his Lot, is deemed to covenant and agree to pay to the Association: Commencement Assessments, Common Assessments, Special Assessments, Specific Assessments, and assessments for the costs of maintenance and operation of the Surface Water Management System.

All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due until paid.

Purpose of Assessments.

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, Common Maintenance Area, Surface Water Management System, easement area benefiting the Property, rightofway area adjacent to the Property which the Association

chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate.

Common Assessments.

The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year a Common Assessment in order to provide funds required for the payment of Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Common Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the provisions contained in this Declaration.

Rate of Common Assessments.

The amount of the Common Assessment for each calendar year, subsequent to the year in which this Declaration is recorded in the Public Records of the County, shall be established and determined by the Board not later than thirty (30) days prior to the beginning of the next succeeding calendar year. The Board shall establish the Common Assessment for each calendar year based upon a pro forma operating statement or estimated budget for such calendar year which, in turn, shall be based, among other things, upon an estimate of the total Common Expenses likely to be incurred by the Association during such calendar year, taking into account the previous operating history of and any surplus funds, not including reserves, held by the Association, and the establishment of reasonable reserves for the maintenance, repair and replacement of the Common Area, including the Surface Water Management System. The Association shall, not less than thirty (30) days prior to the establishment of a Common Assessment, provide to each Owner a copy of the pro forma operating statement or estimated budget to be used by the Association in the establishment of such Common Assessment. The total amount of the Common Expenses so estimated shall be divided by the total number of platted Lots within the Property which are then subject to and encumbered by this Declaration in order to determine the amount of the Common Assessment for each Lot for such calendar year.

Insufficient Common Assessments.

In the event that the Association shall determine during any calendar year that the Common Assessment established for such calendar year is or will become inadequate or insufficient to meet all anticipated Common Expenses for such calendar year, for whatever reason, the Board of shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Common Assessment for such calendar year, issue a supplemental estimate of Common Expenses to all members of the Association and within thirty (30) days thereafter levy and collect a supplemental or revised Common Assessment for such calendar year.

Commencement Assessment.

A commencement assessment of Three Hundred Fifty Dollars ($350) per Lot (the "Commencement Assessment") shall be paid directly to the Association at the time of closing by the Person first purchasing a Lot from Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration.

Special Assessments.

In addition to other authorized assessments, the Association may levy assessments or charges from time to time to cover unbudgeted expenses or expenses in excess of those budgeted ("Special Assessments"), provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than fifty one percent (51%) of the votes of the Association present at a meeting duly called for that purpose.

Specific Assessments.

The Association may levy assessments or charges against a specific Lot ("Specific Assessments") to recover any indebtedness of the Owner of that Lot to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any occupant of such Lot, or arising by reason of Owner's failure to properly maintain his Lot and Residence as herein provided.

Uniform Rate of Assessment.

All Common Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

Reserves.

The Common Assessments shall include reasonable amounts, as determined by the Board, to be collected and held as reserves against and for the future periodic maintenance, repair or replacement of all or any portion or portions of the Common Area, including, without limitation, the Streets and Surface Water Management System, or for such other purpose or purposes as shall be determined by the Board, in its reasonable discretion. Such portion of Common Assessments representing amounts collected as reserves, whether established pursuant to this Section or otherwise, shall be deposited by the Association in one or more separate interest bearing bank account(s), certificate(s) of deposit or in United States Treasury Bonds of appropriate maturity, to be held in trust by the Association until used for the purpose or purposes for which the same are established and shall be segregated from and not commingled with the general funds or any other funds of the Association. Reserves established and held for purposes of maintaining, repairing and/or replacing the Surface Water Management System shall be deposited to and held in accounts separate and apart from any other funds (reserve or otherwise) of the Association. The amount and manner of collection of Reserves for replacement of Common Area improvements shall be as determined by the Board, in its sole discretion.

Date of Commencement of Common Assessments: Due Dates.

The Common Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Common Assessment shall be imposed for the year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance in annual, semiannual, or quarterannual installments if so determined by the Board. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. 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.

Declarant's Obligation for Assessments.

Notwithstanding anything herein to the contrary, as long as the Class B Membership exists, Declarant (or Builder) may elect not to pay any assessments on unoccupied Lots owned by Declarant (or Builder). Should Declarant (or Builder) elect not to pay the assessments, Declarant (or Builder), whichever or both has elected not pay assessments, shall pay all costs incurred by the Association or Declarant in the accomplishment of the purposes set forth in the Declaration for maintenance or other purposes, in excess of the total amount collected by the Association through all assessments. Irrespective of any election on the part of Declarant (or Builder), any Residence located on any Lot owned by Declarant (or Builder) which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant (or Builder) may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Declarant (or Builder) at the time said revocation is presented to the Association.

Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of TwentyFive Dollars ($25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Assumption of Delinquent Assessments by Successors.

The personal component of the obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional Lender. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title. Failure to pay assessments

shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

Exempt Property.

The following Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

8.16.1 All Property deeded to and accepted by the Association, a Taxing District, or a public authority devoted to public use.

8.16.2 All Common Area.

8.16.3 Any Property not designated as a Lot.

Utility Assessments.

The Association may choose to have the subdivision metered for water utilities as a whole. If so, the costs for water utilities shall be a Common Expense.

ARTICLE IX
ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, garage, shed, fence, wall, statue, yard ornament, mailbox, newspaper box, dock, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Board, subject to the consent of the Declarant. Maintenance of any improvement or architectural change approved by the Board in favor of an Owner shall become that Owner's responsibility.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "Guidelines"). The Guidelines shall be promulgated on behalf of the Association and shall be binding upon all Owners, builders, developers and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

ARTICLE X
USE RESTRICTIONS

The Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon Declarant and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Residential Lots.

Except as specifically provided in this Declaration, no use shall be made of Lots other than for single family residential purposes.

Mining or Drilling.

There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant or the Association, or any assignee of Declarant or the Association, in dredging the Water Areas, creating land areas from Water Areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

Clothes Drying Area.

No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Area, or Streets.

Antennas, Aerials, Satellite Dishes and Flagpoles.

Outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. In the event any Owner wants to install a satellite television reception device, said Owner shall make application to the Board and the Board shall have absolute and complete discretion over the the size, placement, installation and other factors relating to said installation. It is the intent of this provision to require any such installation to be of a minimal size and to be installed in a manner that said device cannot be seen from outside of the resident of said Owner. The American flag and a flagpole for display of the American flag shall be permitted if displayed in a respectful way and if first approved in writing by the Board as to its size, placement, and safety.

Outside Lighting.

Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or the improvements thereon or upon the Common Area or any part thereof, without the written authorization of the Board.

Trees.
Trees shall not be planted or removed without the approval by the Board or the Decalarant.

Walls and Fences.
Except for walls or fences constructed by Declarant or the Association, no walls, fences, or similar structures, dog runs or animal pens of any kind shall be placed or erected on the Property.

Subdivision or Partition.
No portion of the Property shall be subdivided except with the Board's and Declarant's prior written consent.

Casualty Destruction to Improvements.
In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, as determined by the Board, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

Insurance.
Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board. Owners should obtain coverage, at their own expense, upon their Residence, their personal property, and improvements within their Residence not covered by the Association, and for their personal liability, and such insurance shall not be the responsibility of the Association.

10.11 Surface Water Management System.

10.11.1 The Association shall own, operate, maintain, and manage the Surface Water Management System in a manner consistent with SWFWMD Permit requirements and applicable District rules, and shall assist SWFWMD in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. The Association shall be responsible for such maintenance and operation of the entire Surface Water Management System within the Property including but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by SWFWMD.

10.11.2 No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board and SWFWMD.

10.11.3 No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from SWFWMD and the Board. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to SWFWMD Permitting Department.

10.11.4 No Owner shall in any way deny or prevent ingress and egress by Declarant, the Association, the County, or SWFWMD to any drainage areas or the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the Association, SWFWMD, the County, or any appropriate governmental or quasigovernmental agency that may reasonably require such ingress and egress.

10.11.5 No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management System without the prior written consent of the Board and SWFWMD.

10.11.6 No wall, fence, paving, planting or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System.

10.11.7 In addition to the Association, SWFWMD and the County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water Management System.

10.11.8 Owners may not construct or maintain any building, Residence, or structure, or perform any activity in the wetlands and landscape buffer/easement area, if any, and upland conservation areas, if any, described in the Permit and Plats, unless prior approval is received from SWFWMD, the Board, and the County pursuant to Chapter 40, Florida Administrative Code.

10.11.9 The covenants and restrictions regarding the Surface Water Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that the County, SWFWMD, a master association, or Taxing District will maintain as part of their governmental obligation, agreement with Declarant, or as provided in any permits or ordinances.

10.11.10 Declarant shall convey title to the Surface Water Management System to the Association, if Declarant has an ownership interest in the Surface Water Management System.. After said conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System. Accordingly, each Owner, by acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and each Owner shall be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

10.11.11 Copies of the Permit and any future Permit actions of SWFWMD shall be maintained by the officers of the Association for the benefit of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. Declarant shall transfer and the Association shall accept and assume all rights and obligations of Declarant under the Permit.

EACH OWNER IS HEREBY NOTIFIED THAT THEIR LOTS MAY CONTAIN OR BE ADJACENT TO WETLAND PRESERVATION OR MITIGATION AREAS AND UPLAND BUFFERS WHICH ARE PROTECTED UNDER CONSERVATION EASEMENTS. THE WETLANDS AND UPLAND BUFFERS MAY NOT BE ALTERED FROM THEIR NATURAL PERMITTED CONDITION WITH THE EXCEPTION OF EXOTIC OR NUISANCE VEGETATION REMOVAL OR RESTORATION IN ACCORDANCE WITH THE RESTORATION PLAN INCLUDED IN THE CONSERVATION EASEMENT. OWNERS ARE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ANY SIGNAGE REQUIRED BY PERMIT.

Lake Level Fluctuations.

Neither Declarant nor the Association makes any representation concerning the current or future water levels in any of the bodies of water in the Common Area or Surface Water Management System, nor shall Declarant or the Association bear any responsibility in attempting to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of Declarant and the Association.

Each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the lake level fluctuations.

Lakes, Ponds, Retention, and Other Water Areas.
The Board may establish rules and regulations relevant to access and use of Water Areas which may include, without limitation, regulation or prohibition of sailing, boating, or other watercrafts (including jet skis or other vehicles containing gas, diesel, or other form of combustion engines), swimming, fishing, or other water sports or activities. To the extent the rules and regulations of the Board allow access to or use of Water Areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by Declarant or the Association to provide supervisory personnel or lifeguards. Docks and other structures or improvements within Water Areas shall not be permitted, except those owned by the Association.

Cable Television.
Declarant may coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the Association and all Lots. If such agreement is established, the fees for the cable television service payable to the service provider will be a Common Expense payable by the Association and will be included within the annual budget for which the assessments are levied each year. No Member or Owner may avoid or escape liability for any portion of the assessments for election by any Member or Owner not to utilize the cable television service.

Pets, Livestock and Poultry.
No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs which are no larger than 35 pounds in size, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Board or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Signs.
No signs, including "for sale" or "for rent" freestanding or otherwise installed, may be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees and assigns, and the Association to place and maintain signs in connection with construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

Garbage Containers, Oil and Gas Tanks, Outdoor Equipment.

Owners shall not utilize any exterior trash containers. Any trash containers must be kept inside of the residence and used only to transport garbage to the common dumpsters. All costs for the removal of the common dumspers shall be a common expense paid for through assessments. No container shall be made visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board. Adequate landscaping shall be installed and maintained by the Owner to conceal oil tanks or bottled gas tanks if approved by the Board. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Vehicles and Recreational Equipment.

No truck or commercial vehicle, limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property. For the purposes of this rule the following definitions shall apply:

10.18.1 "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargocarrying area, it shall be deemed to be a Truck; however, "pickup trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as hereinafter defined) are permitted to park on the Property.

10.18.2 "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twentyfour (24) consecutive hours or for fortyeight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

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Hoses.
Hoses shall not be stored on a Lot unless located so they cannot be seen from other Lots, Common Area, or Streets.

Garage Sales or Yard Sales.
No "Garage Sales" or "Yard Sales" or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the Board.

Repairs.
No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Prohibited Structures.
No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, treehouses, garages, tool sheds, guest quarters, carports, storage buildings or other outbuildings shall be placed or erected on any Lot.

Nuisances.
No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by the Board, whose decision shall be final.

Window Treatment.
No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

Games and Play Structures.
No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property without the express prior written permission of the Board. All play sets, playground equipment, and other outdoor recreational equipment must be approved by the Board prior to installation.

Common Area.
Other than improvements and landscaping constructed or installed by Declarant, no improvements or landscaping shall be constructed or installed upon any portion of the Common Area nor shall any alterations or additions be made to said improvements or landscaping without the approval of the Board. The following shall apply to the Common Area:

10.26.1 No activities constituting a nuisance shall be conducted upon the Common Area.

10.26.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area.

10.26.3 The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

10.26.4 Nothing shall be stored, constructed within or removed from the Common Area other than by Declarant or the Association, except with the prior written approval of the Board.

Other Restrictions Established by the Board.

The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

No Implied Waiver.

The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Declarant or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

Imposition of Fines for Violations.

It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Specific Assessment.

Compliance with Documents.

Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and subtenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be

immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

Property Maintenance.

Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Sales, Marketing and Promotional Activities.

Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Declarant, its affiliate(s), and Builder may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of lots and houses constructed by Declarant and/or its affiliates, and Builder in its or their sole and absolute discretion. It is expressly provided, however, that the location of such sales and administrative center within the Property may be changed from time to time by Declarant, its affiliate(s), and Builder in its or their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the County as may be required for the same.

Association Waiver.

In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

ARTICLE XI
CONSERVATION EASEMENT AREAS

Restrictions on Use.

The following activities are prohibited in or on the Conservation Easement Areas depicted on or in the Plats:

11.1.1 Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

11.1.2 Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

11.1.3 Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a SWFWMD approved maintenance plan.

11.1.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.

11.1.5 Surface use except for purposes that permit the land or water area to remain in its natural condition.

11.1.6 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, and fencing.

11.1.7 Acts or uses detrimental to such aforementioned retention of land or water.

11.1.8 Acts or uses which are detrimental to the preservation the physical appearance of any features or aspects of the Property having historical or archaeological significance.

ARTICLE XII
SHORT TERM RENTALS

No Short Term Rentals.

Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease his Residence more than twice during any calendar year unless approved by the Board. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the Governing Documents, and Owner shall be

liable for the actions of his tenants which may be in violation of the terms and conditions of the Governing Documents, any rules and regulations promulgated by the Board, and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the Governing Documents and regulations. In the event a tenant, occupant, or person living with the tenant violates the Governing Documents or the rules and regulations promulgated by the Board, the Association shall have the power to bring an action or suit against the tenant or occupant and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity.

TimeShare Prohibition.

No time sharing plan as the term is defined in Chapter 721, Florida Statutes (1999), as amended, or any similar plan of fragmented or interval ownership of Residences shall be permitted on the Property, and no attempt to create same by lease or otherwise shall be allowed.

Amendment.

This Article shall not be amended without the written consent of Declarant, unless Declarant no longer owns any land which is subject to this Declaration or subject to annexation to the Declaration.

ARTICLE XIII
ENFORCEMENT OF NONMONETARY DEFAULTS

Nonmonetary Defaults.

In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and using his best efforts diligently proceed to completely cure the violation, the Association may, at its option:

13.1.1 Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

13.1.2 Damages. Commence an action to recover damages; and/or

13.1.3 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

Expenses.

All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

Late Fees.

Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of TwentyFive Dollars ($25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

No Waiver.

The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

Rights Cumulative.

All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Enforcement By or Against the Persons.

In addition to the foregoing, this Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Certificate as to Default.

Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

PINELLAS COUNTY FLA.
OFF.REC.BK 13096 PG 752

ARTICLE XIV
INDEMNIFICATION

Indemnification of Officers, Directors or Agents.

The Association shall indemnify the Decalrant and any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

14.1.1 To the extent that the Declarant or any director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

14.1.2 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action by Decalrant or taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

14.1.3 The Association shall have the power to purchase and maintain insurance on behalf of the Declarant or any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XV
AMENDMENTS

Amendment by the Association.

This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than twothirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be subject to the approval of the Declarant and shall be recorded in the Public Records of the County.

Amendment to Comply with Governmental Authority.

Declarant and the Board specifically reserve the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of Department of Housing and Urban Development, Veteran's Administration, SWFWMD, Federal National Mortgage Association, the County, or any other governmental agency.

ANY AMENDMENT TO THIS DECLARATION WHICH ALTERS THE SURFACE WATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA AND ENVIRONMENTAL CONSERVATION AREAS, MUST HAVE THE PRIOR APPROVAL OF SWFWMD.

Amendment by Declarant.

Declarant specifically reserves the right to amend this Declaration without the consent or joinder of any party or any Owners until such time as seventy five percent (75%) of all Lots have been conveyed by Declarant to third parties. After this time, Declarant reserves the right to amend this Declaration without the consent or joinder of any party or any Owner, to correct scrivener's errors, to clarify ambiguities determined to exist herein, and to make other nonmaterial amendments which Declarant believes are in the best interest of the Owners.

Limitation on Amendments.

Notwithstanding anything to the contrary set forth in this Declaration, the rights of Declarant and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration shall at all times be subject to the following limitations and restrictions, to wit:

15.4.1 To the extent that particular rights or interests are expressly conferred upon or granted to the County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the County shall not be changed, amended or modified without the prior written consent and joinder of the County.

15.4.2 This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Declarant, the Association, the County, SWFWMD or utility company, respectively, without the prior written approval of Declarant, the Association, the County, SWFWMD or utility company, as the case may be, and any attempt to do so shall be void and of no force and effect.

15.4.3 No amendment to this Declaration shall be approved which conflicts with any land use approval or permits granted by the County, or which conflicts with the Code of Ordinances or Uniform Land Development Regulations of the County.

ARTICLE XVI
GENERAL PROVISIONS

Assignment of Rights and Duties to the Association.

Declarant may at any time assign and delegate to the Association all or any portion of Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Declarant for the proper development, operation and management of the Property. Wherever herein Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Declarant or the Association until such time as Declarant or any successor declarant is divested of its interest in any portion of the Property or the Undeveloped Parcels, or has terminated its interest in the Property or the Undeveloped Parcels, or Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Covenants to Run with the Title to the Land.

This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Enforcement.

Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Duration.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twentyfive (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than twothirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the Public Records of the County. Unless this Declaration is terminated as provided above, the association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Communication.

All communication from Owners to Declarant, its successors or assigns, the Board, or any officer of the Association shall be in writing to the address where the Lot subject to this Declaration is located.

Notice.

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

Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

Usage.

Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

Governing Law.

The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the County.

Security.

Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Declarant nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

IN WITNESS WHEREOF, the undersigned, being Declarant, has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Louise Hove

Print Name: LOUISE HOVE

Nicole Beaulne

Print Name: NICOLE BEAULNE

DECLARANT:

JEFFERSON LAND HOLDINGS, INC.

By: _____
J. Marcus Vernon
Its: President
1721 Rainbow Drive
Clearwater, Florida 33755

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19th day of September, 2003, by J. Marcus Vernon as the President of Jefferson Land Holdings, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

(seal)

NOTARY PUBLIC STATE OF FLORIDA
Louise Hove
Commission # DD 015211
Expires April 14, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Louise Hove
NOTARY PUBLIC – State of Florida
My Commission Expires: _____

PINELLAS COUNTY FLA.
OFF.REC.BK 13096 PG 757

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A REPLAT OF A PORTION OF LOTS 5, 6 AND 7, PINELLAS GROVES, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, CITY OF LARGO, PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ¼ CORNER OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 15 EAST, THENCE S.00°09'51"W., 499.06 FEET ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 1; THENCE S.89°05'20"E., 60.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF STARKEY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S89°05'20"E., 615.97 FEET TO THE WEST LINE OF SAID LOT 5; THENCE, ALONG SAID WEST LINE, N.00°04'36"E., 484.26 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 142ND AVENUE N.; THENCE ALONG SAID SOUTH LINE, S.89°06'17"E., 330.03 FEET TO THE WEST BOUNDARY OF TALL PINES ESTATES PHASE II AS RECORDED IN PLAT BOOK 88, PAGES 43-44 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE, ALONG SAID LINE, S.00°04'36"W., 858.35 FEET TO THE NORTH LINE OF THE 175.00 FOOT FLORIDA POWER CORPORATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1366, PAGES 16-21 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE, ALONG SAID NORTH LINE, N.88°58'21"W., 314.98 FEET; THENCE N.71°16'48"W., 15.90 FEET TO THE WEST LINE OF SAID LOT 5; THENCE, ALONG SAID WEST LINE, N.00°04'36"E., 35.66 FEET; THENCE N.89°04'43"W., 616.48 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID STARKEY ROAD; THENCE, ALONG SAID EAST LINE, N.00°09'51"E., 332.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

PINELLAS COUNTY FLA.
OFF.REC.BK 13096 PG 758

CONSENT AND JOINDER TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEMINOLE PALMS

Beazer Homes Corp., a Tennessee corporation ("Beazer") does hereby consent to and join in the execution of the Declaration of Covenants, Conditions and Restrictions for Seminole Palms (the "Declaration"), to which this Consent and Joinder is attached and simultaneously recorded, and by such Consent and Joinder, does hereby agree that any real property owned by Beazer that is within the lands described on Exhibit A attached to the Declaration, shall hereafter be subject to all terms and provisions of the Declaration of Covenants and Restrictions for Seminole Palms described therein.

Signed, sealed and delivered
in the presence of:

Robyn M. Elko

Print: Robyn M. Elko

Teri Sheen

Print: Teri Sheen

BEAZER HOMES CORP., a Tennessee corporation

By: George Schulmeyer

Name: George Schulmeyer

Title: CFO / Vice President Tampa

2630 S. Falkenburg Road

Riverview, Florida 33569

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18 day of September 2003, by George Schulmeyer as the CFO - Tampa Div. of Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He is personally known to me.

Kathryn Sturges
My Commission DD075195
Expires November 28, 2005

Kathryn Sturges

NOTARY PUBLIC - State of Florida

(seal)

My Commission Expires: