

Deed Restrictions

Florida Statutes : Title XL - Real & Personal Property - Chapter 720 - Homeowners Associations

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE OAKS

THIS DECLARATION, is the date hereinafter set forth by U.S.

HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant".

Refer to the WITNESSETH AND ARTICLE I-DEFINITIONS in your original documents.

ARTICLE I - DEFINITIONS

SECTION 1. "ARCHITECTURAL CONTROL COMMITTEE" or the "COMMITTEE" shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Control Committee as set forth herein, and their successors and assigns.

SECTION 2. "ARTICLES" shall mean the Articles of Incorporation of the EASTLAKE OAKS HOMEOWNERS ASSOCIATION, INC, a Florida not for profit corporation.

SECTION 3. "ASSOCIATION" shall mean and refer to EASTLAKE OAKS HOME OWNERS ASSOCIATION, INC., a Florida not profit corporation, its successors and assigns.

SECTION 4. "BOARD" shall mean the Board of Directors of the Associations.

SECTION 5. " BYLAWS" shall mean the Bylaws of the Association.

SECTION 6. "CDD" shall mean the EASTLAKE OAKS COMMUNITY DEVELOPMENT DISTRICT.

SECTION 7. "COMMON AREA" shall mean all real property (including the improvements thereon) now or hereafter owned by the CDD for the common use and enjoyment of the Owners.

SECTION 8. "COMMON EXPENSES" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereafter defines).

SECTION 9. "DECLARANT" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns. It shall not include any persons or party who purchases a Lot from U.S. HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by U.S. HOME CORPORATION as Declarant hereunder with regard thereto.

SECTION 10. "DECLARATION" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EASTLAKE OAKS and any amendments or modifications thereof hereafter made from time to time.

SECTION 11. "DWELLING" shall mean and refer to each and every single family residential unit constructed on any lot.

SECTION 12. "FHA" Shall mean and refer to the Fereal Housing Administration.

SECTION 13. " FIRST MORTGAGEE" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Associaiton of its holdings.

SECTIOIN 14. "FNMA" ahll mean and refer to the Federal Natioanl Mortgage Associaiton.

SECTION 15. "GNMA" shalll mean and refer to the Governmental Natiaonl Mortgage Association.

SECTION 16. "INSTITUTIONAL LENDER" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recongnized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

SECTION 17. "INSTITUTIONAL MORTGAGE" shall mean and refer to any mortgage given or held by an Institutional Lender.

SECTION 18. "INTERPRETATION" Unless the context otherwsie requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the of term "including" shall mean "including without limitataion". The headings used herein are for indexing purposes only anbd shall not be used as a means of interpreting or consulating the substantive provisions hereof.

SECTION 19. "LOT" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or toher name through which it may be indentified; provided, however, that "Lot" shall not mean any Common Area.

SECTION 20. "MASTER PLAN" shall mean and refer to the Master Developmetn Plan for EASTLAKE OAKS on file with the planning and zoning department of the City of Oldsmar, and as the same may be ameneded or modified from time time.

SECTION 21. "OWNER" shall mean and refer to the record owner, whether one or more persons or entitles, or the fee simple title to any Lot shich is a part of the Properties, including contract sellars, but excluding those having such interest merty as security for the performace of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot.

SECTION 22. "PLAT" shall mean and refer to the Plat of EASTLAKE OAKS PHASE 1, recorded in plat Book 114, at pages 32 through 37, inclusive, Public Records of Pinellas County, Florida. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration.

SECTION 23. "PROPERTIES" shall mean and refer to that certain real property described on attached Exhibit "A". and made subject to this Declaration.

SECTION 24. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - PURPOSE

SECTION 1. OPERATION, MAINTENANCE AND REPAIR OF COMMON AREA. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to promote the health, safety and general welfare of the Owners, including but not limited to, architectural control of the Lots and Common area within the Properties, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

SECTION 2. BOUNDARY WALLS. The Declarant may construct a border wall along all or part of some or all of the arterial and collector of streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary walls") may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners adjacent to such right of way.

SECTION 3. EASEMENT FOR MAINTENANCE. The Declarant hereby reserves to itself and grants to the CDD, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

SECTION 4. RECIPROCAL EASEMENTS. There shall be reciprocal appurtenant easements between the lands adjacent to the other side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

SECTION 5. IRRIGATION. The declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Areas, or within landscaped rights of way, and any such irrigation shall utilize reclaimed water from the city of Oldsmar to the extent that such is available.

ARTICLE III - PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right to the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area:
- (b) The right of the Association to suspend the voting rights by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid, and for a period not to exceed sixty(60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicated or transfer all or any part of the Common Area which by the

Association to any public agency, authority, or utility as provided by its Articles;

(d) The right of the Association to otherwise deal with the Common Areas as provided by its Article.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchases provided the foregoing actually reside at the Owner's Lot.

SECTION 3. PROHIBITION OF CERTAIN ACTIVITIES. No damage to, or waste of, the Common area or any part thereof, shall be committed by any Owner or tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area.

SECTION 4. SIGNS PROHIBITED. No sign of any kind shall be displayed in or on the Common Area. This section, however, shall not apply to the Declarant.

SECTION 5. ANIMALS. No animals shall be permitted on or in the Common Area at any time except as may be provided in the rules and Regulations of the Association.

SECTION 6. TITLE TO COMMON AREA. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be record.

SECTION 7. EASEMENTS RESERVED IN COMMON AREA. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility and facilities in, on under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties.

SECTION 8. EASEMENT FOR LATERAL AND SUBJACENT SUPPORT. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, setting and shifting of any such walls as constructed or reconstructed.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

SECTION 1. VOTING RIGHTS. every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, rules and Regulations, and this Declaration. the foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

SECTION 2. MEMBERSHIP CLASSIFICATIONS. The Association shall have two classes of voting membership, Class A,

and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) CLASS A. Class A membership shall be all Owners of Lots subject to assessment; provided, however, so long as there is a class B membership the Declarant shall not be Class a member. Whe more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exerised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) CLASS B. the Class B member of the Association shall be the Declarant until Class B membership is converted to Class A at Declarant's option or as hereinafeter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. the Declarant shall be entitled to three (3) votes for each class B Lot which it owns.

(c) TERMINATION OF CLASS B. From time to time, Class B membership may ease and be converted to class A membership, and any class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happenings of any of the following events, whichever occurs earliest:

- (i) When 75% of the Lots are conveyed to Owners , other then Declarant; or
- (ii) On December 31, 2003; or
- (iii) When the Declarqant waives ion writing its right to Class B membership.

Not with standing the foregoing, if any time or times subseguent to any such conversion, additional land added by the Declarant pursuant to Article X hereof, such additional land shall automatically be and become Class B lots. In addition, if following such addition of land, the toatl votes allocable to all Lots the owned by the Declarant 9calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if ithere occurance(ii) or (iii) above shall have taken place.

ARTICLE V - RIGHTS AND OBLIGAITON OF THE ASSOCIATION

SECTION 1. RESPONSIBILITIES. The Association, subjet to the rights of the Owners set forth in this Declaration, shall be responsible for the eforcement of these restrictions and for architectural control of the Lots and the Common Areas. The Association shall be responsible for the payment of all cost, charges and expenses incurred in connection with the pereformance of its other obligations hereunder. The Board of Directors may elect to undertake such additional maintenace obligations as it may deem appropriate from time to time to the extent that such maintenance is not performed by the CDD.

SECTION2. MANAGER. The Association may obtain, employ and pay for the services of an entiy or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilites hereunder to the extent it deems to be advisable, as well as such other personel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term no to exceed three (3) years, and be renewable only upon mutal consent of the parties.

SECTIONIN 3. PERSONAL PROPERTY FOR COMMON USE. The Association may aquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may

from time to time be provided in the Association's Articles or Bylaws.

SECTION 4. INSURANCE. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

SECTION 5. IMPLIED RIGHTS. the Association may exercise any other right or privilege given to it expressly by Declaration, its Articles or Bylaws, or any other right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

SECTION 6. COMMON EXPENSES. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Article of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses, Common Expenses shall be borne by Class A members.

ARTICLE VI-COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for common Expenses; and (2) special assessments or charges against a particular Lot, as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and with interest, costs and reasonable attorney's fees, shall be charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, cost, and reasonable attorney's fees shall also be personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of the Properties; the cost of labor, equipment, materials, management and supervision thereof; the procurement and maintenance of insurance; employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may rise.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT FOR COMMON EXPENSES.

(a) INITIAL ASSESSMENT. Until January 1 of the year immediately following the conveyance by the Declarant of the site Lot to an Owner, the maximum annual common Expense assessment per Lot shall be One Hundred Dollars (\$100.00).

(b) STANDARD INCREASES. From time and after January 1 of the new year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for common Expenses as stated above may be increased each year not more than five (5%) above the maximum assessment for the previous

year without a vote of the members.

(c) SPECIAL INCREASES. From and after January 1 of the following year immediately following the conveyance by the Declarant of the first Lot Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above a vote of two-thirds (2/3) of each Class of Voting Members at a meeting duly called for this purpose.

(d) DUTY OF THE BOARD TO FIX AMOUNT. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in the excess of the maximum annual assessment rate established in this Section.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of votes of each class of members who are voting in person or by proxy duly called for this purpose.

SECTION 5. NOTICE OF MEETING AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any members meetings called for the purpose of taking action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. DECLARANT'S COMMON EXPENSES ASSESSMENT. Please refer to your original legal documents.

SECTION 7. EXEMPTION FROM ASSESSMENTS. The assessments, charges and liens provided for or created by this article VI shall not apply to the Common Areas or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT: DUE DATES. The annual assessments for common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from the Declarant to its purchaser. The Board of directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on annual basis. The due date for special assessments shall be established by the Board of Directors.

SECTION 9. LIEN FOR ASSESSMENTS. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with the interest and all cost and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

SECTION 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the

maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Area, or abandonment of his Lot.

SECTION 11. FORECLOSURE. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey lease, rent, encumber, use and otherwise deal with the same as the owner.

SECTION 12. HOMESTEAD. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the association by this Declaration, but to be constructed in its favor.

SECTION 13. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or form the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall the address to which notices pursuant to this Section are to be given. Any such first mortgage holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VI.

SECTION 14. CERTIFICATE OF AMOUNTS DUE. The Association shall upon demand, and for 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 of the date of its issuance.

ARTICLE VII - HUD AND VA APPROVAL

Please refer to your original legal documents.

ARTICLE VIII - USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the plat and the easement reserved in Section 4 of this Article.

SECTION 2. STRUCTURES. No structure shall be erected nearer than twenty-five (25) feet from a Street Line or Side Street Line. No Structure shall be erected nearer than six (6) feet from a Side yard Line or nearer than ten (10) feet from a Rear yard Line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Pinellas County Zoning Regulations in effect as of the date of the recording of this Declaration; provided, however, the term "Structure" shall not include a fence. The terms, "Side Yard Line" and Rear Yard Line" are as used in Exhibit "C" attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

SECTION 3. DWELLING. No dwelling shall have a floor square foot area of less than one thousand two hundred fifty (1,250) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and toilet and wash basin. All dwellings shall exceed two and one-half (2 1/2) stories nor thirty-five (35) feet in height. All dwellings shall be constructed with concrete driveways and grasses front, side and rear lawns, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

SECTION 4. EASEMENTS

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant and the City of Oldsmar in and to all utility easements and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right to reasonable access over Lots to and from easement areas), and Declarant and the City of Oldsmar each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or other material served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. The paragraph shall not apply to Declarant if such improvements by it are approved by the City of Oldsmar.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserve an easement ten

(10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. The Declaration hereby grants the CDD a non-exclusive perpetual easment as to all Lots to the extent necessary to permit the CDD to undertake such boundary wall maintenance for which it may responsible.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to tie in, join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by the Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the declarant on any portion of the Properties.

SECTION 5. USE OF ACCESSORY STRUCTURES. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

SECTION 6. COMMERCIAL USES AND NUISANCES. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales maintain fluorescent lighted or spot light furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2003, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pinellas County, Florida. It is the express intentions of this section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to declarant's sales activity relating to the properties, but shall benefit declarant in the construction, development and sale of such other property and lots which declarant may own.

SECTION 7. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

SECTION 8. FENCES, WALLS AND HEDGES. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "C"; provided, however, that no fences, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or ornament as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of cypress or other wood materials and must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design. Construction or planting of any fence, wall or hedge must be approved in accordance with Article IX of this Declaration.

SECTION 9. VEHICLES. No motor vehicles shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view.

SECTION 10. STORAGE. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

SECTION 11. CLOTHES HANGING AND DRYING. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

SECTION 12. ANTENNAS AND SATELLITE DISHES. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed in attics or garages and concealed from the public view.

SECTION 13. STREET LIGHTING. Street lighting will be within the CDD pursuant to which street lighting service is to be provided and taxes or assessments thereof levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

SECTION 14. LOT AND DWELLING UPKEEP. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot as required herein, the Board, after giving such owner at least ten (10) days

written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith. The Owner of each lot shall maintain the Dwelling located thereon in good repair, including, but aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Dwelling.

SECTION 15. SIGNS. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association, to place his Lot one (1), but only one (1), professionally made sign which shall not be larger than (6) square feet and which shall contain no wording other than " For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Properties.

SECTION 16. TREES. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association.

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contract the Association for their approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) It is the express intention of this Section 16 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be constructed in a manner most favorable to the preservation of that policy and intent.

SECTION 17. PONDS, WETLAND REGULATION.

(a) In no event, shall any pond, lake, retention area, or any body of water which may be located within the Properties be used for swimming, bathing, fishing or boating purposes.

(b) As to portions of the Property which have a boundary contiguous to any lake or other body of water within the development, the following restrictions shall be applicable.

(1) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of any lake or body of water unless erected by Declarant, its successors and assigns, subject to any and all governmental approvals and permits that may be required.

(2) No boat, boat trailer, or vehicular parking or use of the lake slope or shore areas shall be permitted.

(3) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or on the banks thereof.

(c) No Owner shall remove native vegetation that becomes established within any wet detention pond, lake or any body of water within the Properties.

(d) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, drainage easements and upland conservation areas described in the recorded Plat.

SECTION 18. AMENDMENTS AND MODIFICATIONS BY DECLARANT. Please refer to your original legal documents.

ARTICLE IX - ARCHITECTURAL CONTROL

SECTION 1. MEMBERS OF THE COMMITTEE. The Design Review Board shall consist of three (3) members. The initial members of the design Review Board shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

SECTION 2. PURPOSE AND FUNCTION OF DESIGN REVIEW BOARD. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within Eastlake Oaks a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within Eastlake Oaks. Neither the Declarant nor the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever to check every detail of any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review manual for Eastlake Oaks or this Declaration.

SECTION 3. ALL IMPROVEMENTS SUBJECT TO APPROVAL. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind including, without limitation, the painting of the same (other than painting, with the same color type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

SECTION 4. STANDARDS FOR REVIEW AND APPROVAL. Any such review by and approval or disapproval of Design Review Board shall take into account the Design Review Board. Such review by and approval of the Design Review Board shall also take into length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvements under review, both in its entirety and as to its individual or component parts, in relation to

its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Eastlake Oaks community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvements on the Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for Eastlake Oaks.

SECTION 5. DESIGN STANDARDS AND DESIGN REVIEW MANUAL FOR EASTLAKE OAKS. The Design Review Board shall develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at all Owners and others who may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the Design Review Board. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, planning, building construction, landscaping, irrigation, and architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Design Review Board shall, in its discretion, determine. Such Design Review Manual shall be used by the Design review board and other affected persons only as a guide and shall not be binding upon the Design Review Board in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

SECTION 6. PROCEDURE FOR DESIGN REVIEW. The Design Review Board shall develop, adopt, promulgate, publish and make available to all owners, their, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design review Board for its review and approval. Unless such rules and regulation are complied with in connection with submission of plans and specifications shall not be deemed to have been submitted to the Design review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specification pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Design Review board, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review Manual adopted by the Design Review Board pursuant to this Declaration. The initial Design Review Fee shall be fifty Dollars (\$50.00) However, such Design review Fee may be increased or decreased by the Design Review board from time to time.

SECTION 7. TIME LIMITATION ON REVIEW. The Design review board shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design review board. the failure of the Design Review Board to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the design Review Manual.

SECTION 8. DURATION OF APPROVAL. any approval of plans, specifications and other materials, whether by the designs Review Board or by the declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation and other building, structure or other Improvement for which plans, specification and other materials have been approved has not commenced within said (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval shall not be binding upon the Design Review Board on resubmission in any respect.

SECTION 9. INSPECTION OF CONSTRUCTION. Any member of the Design review Board or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement constructed, erected or installed or then being constructed, thereon in order to ascertain and determine whether or not any such building, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design review Board.

SECTION 10. EVIDENCE OF COMPLIANCE. Upon a request therefor from, and at the expenses of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other Improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by requesting owner of a reasonable fee approximating the actual costs associated with inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

SECTION 11. INTERIOR ALTERATIONS EXEMPT. Nothing contained in this Article shall be construed so as to require the submission to or approval of the Design Review board of any plans, specifications or other materials for the reconstruction or Properties or Common Area after interior of any building, structure or other Improvement constructed on Properties or Common area after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

SECTION 12. DECLARANT EXEMPT. The Declarant shall be exempt from compliance with the provisions of this Article.

SECTION 13. EXCULPATION FOR APPROVAL DISAPPROVAL OF PLANS. The Declarant, any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Design Review Board, the Association nor any individual member, officer, director, employee or agent of

any of them for the purpose of recovering any such damages or other relief on account of any such decisions, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in the declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the design Review Board, the Association, nor any individual member, officer, director, employee or agent of any them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such, specifications or other materials approved pursuant to this Article.

ARTICLE X - GENERAL PLAN OF DEVELOPER

SECTION 1. DEED RESTRICTIONS. In addition to this Declaration, the Declarant may record for parts of the properties additional restrictions applicable thereto either instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

SECTION 2. DURATION. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in public records of Pinellas County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the public records of Pinellas County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made recorded at least ninety (90) days in advance of the effective date such change. This Section may not be amended.

SECTION 3. ENFORCEMENT. The Association, the Declarant and any owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by law, judgement or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

SECTION 5. AMENDMENT. This Declaration may be amended from time by recording among the Public Records of Pinellas, florida, by:

(a) An instrument signed by the Declarant, as provided in Section 6 of this Article; or

(b) A vote of two-thirds (2/3) of the Voting Memebtrs, at a meeting called such purpose; or

(c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or

(d) An instrument signed by thw-thirds (2/3) of the Voting Mambers approving such amendment.

Notwithstanding anything herein to the contray, so long as the Declarant, or it assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely effect the rights of the Declarant under this Declaration, nor shall any amndmnet pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by wriiten joinder. Any amendment to this Declaration which would affect any SWMS locted within the properties must have the prior approval SWFWMD; such approval need not be recorded.

SECTION 6. EXCEPTION. Please refer to your original legal documents.

SECTION 7. FNMA REQUIREMENTS. Please refer to your original legal documents.

SECTION 8. NOTICE. Please refer your original legal documents.

SECTION 9. ASSIGNMENTS. Please refer to your original legal documents.

SECTION 10. WITHDRAWL. Please refer to your original legal documents.

SECTION 11. WARRANTIES. Please refer to your original legal documents.

SECTION 12. FHA/VA/FNMA APPROVAL. Please refer to your original legal documents.

SECTION 13. ANNEXATION. Please refer to your original legal documents.

Last updated September 1, 2001