

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS OF THE COMMUNITY OF EMERALD BAY

THIS DECLARATION, made on the date hereinafter set forth by GREEN JACKET, Inc., hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain property situated in the County of Pinellas, State of Florida, which is more particularly described as:

That part of the SE 1/4 of the SE 1/4 of Section 15, Township 20 South, Range 16 East, Pinellas County, Florida; a/k/a Emerald Bay, Pinellas County, Florida

NOW THEREFORE, Developer hereby declares that all of the properties described above 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, and be a burden upon real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association. Association shall mean and refer to Community of Emerald Bay Association Inc., its successors and assigns.

Section 2. Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest in merely a security for the performance of an obligation.

Section 3. Properties. Properties shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be submitted to this Declaration through annexation and be brought within the jurisdiction of the Association.

By: Karen O'Halley, 624 U. S. 19 S. Palm Harbor, FL 34684

Section 4. Common Area. Common area shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

Section 5. Lot. Lot shall mean and refer to any plot of land and improvements thereon as shown upon the recorded maps or plats of the Properties, as set forth above, and including any additions, annexed thereto, in the public records of Pinellas County, Florida, with the exception of any Common Area.

Section 6. Developer. Developer shall mean and refer to GREEN JACKET, INC., its successors and assigns, provided that such successors and assigns should acquire more than one (1) of the then remaining undeveloped Lots and/or lands that may be annexed pursuant to Article XI, from the Developer for the purpose of development and the instrument of transfer sets forth therein that the transferee is to be considered a successor Developer hereunder.

Section 7. Institutional First Mortgagees. An Institutional First Mortgagee is a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States government, mortgage bank and any lender whose mortgage loan does or may at any time involve or be held by any Interested Governmental Entities or Agencies, or any other lender generally recognized as an institutional type of lender having or intending to place a first mortgage lien on a Lot and any successors or assigns of the foregoing.

Section 8. Interested Governmental Entities or Agencies. Interested Governmental Entities or Agencies shall include the following and any similar entities or agencies which hold or may hold an interest in any mortgage upon a lot:

- (a) the Federal Home Loan Mortgage Corporation;
- (b) the Federal National Mortgage Association;

- (c) the U.S. Department of Housing and Urban Development and the Federal Housing Administration;
- (d) the Veterans Administration;
- (e) any similar agencies created under Florida law;
- (f) any successor entity or agency to the foregoing;

Section 9. Majority of Institutional First Mortgagees.

A Majority of the Institutional First Mortgagees shall mean the Institutional First Mortgagees holding mortgages on Lots to which at least fifty-one percent (51%) of the votes of the Lots subject to a mortgage appertain.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to any Common Area owned by the Association which shall be appurtenant to and shall pass with the title to every Lot, subject to such provisions as may be in conformance with the guidelines of, and/or approved by any interested governmental entities.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to any Common Area and facilities owned by the Association to the members of his family, his tenants, business invitees, social invitees or contract purchasers who reside on the property. Provided, the rights provided in this section shall be subject to reasonable rules and regulations as may be adopted from time to time by the Association.

Section 3. Access. Each Owner shall have the right to ingress and egress over all sidewalks necessary for access to the Owner's parcel and shall have the right to lateral support for the Owner's Lot.

Section 4. Limitations upon Use of Any Common Area. No Owner may plant, garden or erect or maintain fences, hedges, walls or other improvements upon any Common Area except those

improvements installed by Developer in connection with the development of the property or unless approved by the Association. The Association's Board of Directors may establish reasonable rules and regulations concerning the use of any Common Area and facilities.

Section 5. Drainage. Each Owner shall have a drainage easement across each and every other Owner's Lot for the natural flow of rain water and run-off and no structure, digging or other activity conducted by an Owner may interfere with said drainage easement.

Section 6. Easements for Encroachments. Each lot shall be subject to an easement for encroachments by improvements on the adjoining lot where such encroachments do not exceed one (1) foot within the subject boundaries and provided that any such encroachments are created by the initial construction, subsidence or rebuilding and reconstruction following casualty.

Section 7. Association Easement. The Association is hereby granted an easement on and upon the Lots for the purpose of ingress and egress in connection with and for the performance of any contingent Association maintenance responsibilities set-forth herein.

ARTICLE III

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, or contrary to any restrictions or maintenance provisions elsewhere herein, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall deliver to the Lot Owner a written notice of intent to perform maintenance setting forth the maintenance approved by the Board of Directors, and if the offending Lot Owner fails to perform the maintenance set forth in the notice within fifteen (15) days, the Association shall have the right, through its agents and employees, to enter upon said

Lot, and to repair, maintain, and restore the Lot and the exterior of the residential units and any other improvements erected thereon. Notwithstanding the foregoing, if the Lot, the residential unit or any other improvements on a Lot are in need of maintenance and repair in order to prevent physical damage to the property of the Association or of an adjoining Lot Owner, then the Association, after approval by a two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees to enter immediately upon said Lot and to repair, maintain and restore the Lot and/or the exterior of the residential unit and/or any other improvements erected thereon to the extent necessary to protect the adjoining properties from injury or harm. The cost of any exterior maintenance within a lot performed by the Association pursuant to this Declaration shall be an assessment to which such Lot is subject.

ARTICLE IV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Association pursuant to the provisions of Article IX or any Owner if an uninsured loss, who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall

contribute to the cost of restoration thereof not covered by insurance in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost not covered by insurance of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, the arbitrators so chosen shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE V

COMMON ROOFS

Section 1. General Rules of Law to Apply. Each roof which is built as part of the original construction of the residential dwellings upon the Properties and which covers a group of Lots which form a single continuous building shall constitute a common roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding common roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a common roof required because of normal wear and tear or general deterioration not covered by insurance shall be shared by the Owners of all of the Lots in that specific building in proportion to each Owner's use of the common roof. Should an entire common roof be determined

to be in need of maintenance, repair or replacement by 75% of the Owners beneath said common roof, then the necessary maintenance, repair or replacement shall be performed as soon as possible and all of the Owners beneath said common roof shall share the cost and expense incurred in the manner stated in the first sentence of this paragraph. If only a portion of a common roof is in need of maintenance, repair or replacement, then the repairs may be ordered upon the same 75% approval contained in the immediately preceding sentence or any Owner whose Lot is directly affected by the need for maintenance, repair or replacement may order the work performed if the Owners of all of the Lots beneath said common roof fail to act within a reasonable time and all of the Owners beneath said common roof shall share the cost and expenses incurred in the manner stated in the first sentence of this section.

Section 3. Structural Change. The Owners of the respective Lots shall make no structural changes in a common roof.

Section 4. Destruction by Fire or Other Casualty. If a common roof is destroyed by fire or other casualty, the Association pursuant to the provisions of Article IX or any Owner, if an uninsured loss, who has used the common roof may restore it, and the cost of restoration thereof not covered by insurance shall be contributed to by the Owners who make use of the roof in proportion to their use of the roof without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligence of willful acts or omissions.

Section 5. Negligence and Primary Responsibility. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act or similar acts by his licensee or invitee causes the whole cost of furnishing the necessary repairs and restoration to the common roof when not covered by insurance; provided, that the Association pursuant to the provisions of Article IX or any Owner of a lot beneath that common roof, if an uninsured loss, may restore it if any Owner with

primary responsibility for such repair fails to act within a reasonable time and the repairing Owner may then impose the cost of such restoration on the Owner with primary responsibility.

Section 6. Right to Contribution Runs with Land Owner. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such owners successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a common roof, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

Section 8. Repair by Association. If any Owner or Owners fail to make the repairs and restorations required by this Article within a reasonable time, then the Association may make such repairs pursuant to the provisions of Article III hereof.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot that is subject to an assessment is bound to and hereby agrees that he shall accept membership in COMMUNITY OF EMERALD BAY ASSOCIATION, INC. and does hereby agree to be bound by this Declaration, the Articles of Incorporation and the Bylaws of the Association and the rules and regulations enacted pursuant thereto. Membership is automatic upon acquisition of ownership of a Lot appurtenant to ownership of a Lot, and may not be transferred apart and separate from a transfer of the ownership of the Lot. Membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one 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 as they determine pursuant to provisions for voting in the Bylaws of the Association but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1992.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Common Areas and Community Facilities. Common Areas and Community Facilities may include public or other lands designated by the Developer and/or the Association. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvements and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area and Community Facilities, including but not limited to the cost of repair, replacement and additions thereon; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area and Community Facility; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such

other needs as may arise from time to time.

Section 2. Annual Maintenance Assessment. Until the 1st day of January, 1990, there shall be no annual assessment. Thereafter, the annual assessment, until changed, as provided herein, shall not exceed \$35.00 per Lot, per month. Said assessment shall be paid monthly.

1. From and after the 1st day of January, 1990, the annual assessment shall be the sum determined by the Board of Directors which, in its judgment, shall be sufficient to provide funds required by the Association to carry out stated purposes and shall be adopted by the Board of Directors on or before December 31st of the preceding year. The Board of Directors shall have full and absolute authority to set the assessments.

2. The annual assessment per Lot established by the Board of Directors of the Association for calendar year 1990 and thereafter shall never (unless the requirement hereafter to increase it is met) be more than 15% more than the initial yearly current monthly figure of the Consumer Price List (CPI). All Items U.S., as published by the Bureau of Labor Statistics and presently reported in the current labor statistics section of the Monthly Labor Review at the time of the proposed increase. * Any increase above the limitation as set forth herein shall be deemed a special assessment, and the procedures set forth herein shall be followed for said increase to be valid.

Section 3. The Association shall own the water and sewer lines as well as the roadways within the Properties. Appropriate reserves will be established within the Association's annual budget to ensure their long-term viability.

Monthly water and sewer usage charges will be allocated to all occupied lots. The formula used to allocate these actual usage charges from the City of Oldsmar shall be as follows:

- (a) Take the sum of the bedrooms on all the occupied Lots;
- (b) Divide (a) into the sum of the actual monthly water and sewer bill to yield a cost per bedroom factor;
- (c) Multiply (b) by each Lot's bedrooms to yield the

monthly charge per Lot;

EXAMPLE

- (1) Thirty (30) - 2 Bedrooms Occupied
 Twenty (20) - 3 Bedrooms Occupied
 (50)
- (2) \$800.00 Combined Bill/50 Bedrooms = \$16.00/B.R.
- (3) Charge for a two (2) Bedroom Unit \$16.00 x 2 = \$32.00

Section 4. Special Assessments. The maintenance assessments and all special assessments set forth in Articles III and ~~X~~^{IX}, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made and shall be a lien in favor of the Association for the benefit of all Lot Owners. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the 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 his successors in title unless expressly assumed by them.

Section 5. 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 due date at eighteen percent (18%) simple interest per annum or the highest rate of interest permitted by Florida usury laws per annum whichever is lower. In the event that the assessment remains unpaid after sixty (60) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and liens for ad valorem taxes.

Persons or entities other than first mortgagees acquired liens or encumbrances or Homestead Rights provided by Florida Law on any Lot after this Declaration shall have been recorded in the public records of Pinellas County shall be deemed to consent to the liens and assessments of the Association and any such subsequent lien or encumbrance or Homestead Rights shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure by a first mortgagee or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

* ARCHITECTURAL STANDARDS

Section 1. All property which is now or may hereafter be subjected to this Declaration is subject to architectural, landscaping and environmental review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, or other appointed committees. The Board of Directors shall have the authority to act on behalf of the Association to enforce in a court of competent jurisdictions decisions of its Committees.

Section 2. Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction, including design and placement of residential dwellings, on any portion of the Properties (excepting any temporary improvements and/or models placed thereon by Developer). The NCC shall promulgate architectural and environmental standards and application procedures and shall conduct its operations in accordance therewith. The NCC shall make such standards and application procedures available to

Owners, builders, and developers who seek to engage in development or construction upon all or any portion of the properties. The Developer shall appoint the members of the NCC until such time as the Developer no longer owns any Lots for sale in the ordinary course of business, at which time the members of the NCC shall be appointed by the Board of Directors. The NCC shall consist of three (3) members, none of whom shall be required to be residents of Community of Emerald Bay Association, Inc. For purposes of this Section "original construction" shall include, but not be limited to, the construction of any improvements to create a new Residential Dwelling on a Lot.

Section 3. Modifications Committee. A Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing residential dwelling units, Lots, or any structures on the Lots within the Properties; provided, however, the MC shall not have jurisdiction over modifications or alterations made by the Developer or its successor.

The MC shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials and locations of such modifications, additions, or alterations shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained herein shall be construed to limit the right of any owner to remodel the interior of his residence or to paint the interior of his residence any color desired. In the event the MC fails to approve or disapprove such plans or to request additional information reasonably required within forty-five (45) days after submissions, the plans shall be deemed approved.

ARTICLE IX

ADDITIONAL POWERS, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Powers. The Association shall have such general powers as are necessary to exercise the rights and to perform the obligations and duties set out in this Declaration, including but not limited to the power to buy and convey real property, enter into lease agreements, enter into contracts, adopt rules and regulations for the general well-being of the Community, penalize delinquent members, obtain and maintain such policies of insurance as may be required by this Declaration and such other policies as the Board of Directors deems necessary and desirable for the protection of the Association and its Members.

Section 2. Maintenance. The Association shall maintain and keep in good repair any Common Area and the individual Lots for which the Association may assume temporary responsibility and for this purpose may levy assessments described herein.

Section 3. Utilities. The Association shall obtain all water, gas, electric services and refuse collections for the Common Area and for the performance of the Association's responsibilities provided herein. It may provide a central irrigation water system. This is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of utilities, cable television, security systems, irrigation systems, etc.

Section 4. Damage to Common Properties and Lots. In the event the Board of Directors of the Association determines by a two-thirds (2/3) vote that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible as provided herein or finds that any Owner is responsible for damage to the Common Area that is not covered by insurance, the Association shall give the Owner written notice by certified mail, postage prepaid, return receipt requested, of the Association's intent to provide the necessary maintenance,

repairs and replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice to complete the maintenance, repair or replacement in a manner acceptable to the Board of Directors or appear before the Board to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the Owner is responsible, said additional assessment becoming due and payable immediately upon the assessments accrual and shall become a lien against the Lot of the Owner enforceable by the Association, plus all costs of collection, including a reasonable attorney's fee.

ARTICLE X

RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

Section 1. Single Family Residential Use. With the exception of Recreation Facilities in the Common Areas, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Properties other than single family dwellings (including detached and attached townhouses, villas and condominiums) and customary appurtenances designed for occupation by not more than one family without Association approval. One family is defined as any and all members of a family (parents, children, and grandchildren included) and no more than two (2) persons who are unrelated to the qualifying family. Notwithstanding the above, not more than four (4) people will be allowed in a two (2) bedroom residence and not more than six (6) people in a three (3) bedroom or a two (2) bedroom/den combination.

Section 2. Lawful Use. No part of the Properties may be used for any purpose tending to injure its reputation; nor to disturb the neighborhood; nor to disturb occupants of adjoining property within the Properties; nor to constitute a nuisance; not resulting in a violation of any public law, ordinance or

regulation in any way applicable thereto. No Lot shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use.

Section 3. Maintenance. All buildings and other structures within the Properties and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. [All landscaping of every kind and character, including shrubs, trees, grass and other plantings, that is not to be maintained by the Association, within the respective Lots shall be neatly trimmed, properly cultivated and maintained continuously by the owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

Section 4. Temporary Buildings and Building Materials. No shed, tent, temporary buildings or metal storage structures shall be erected, maintained or used on any property within the Properties, unless approved by the appropriate Architectural Standards Committee.

Section 5. Vehicles. Except for vans and pick-up trucks, no mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired on any property within the Properties in such a manner as to be visible from any neighboring property except on a temporary basis. The Developer retains the right to assign exclusive parking places, which shall be at least two (2) spaces per Lot.

Section 6. Animals. No animals, fowl, reptiles, or poultry shall be kept on any Lot within the Properties, except not more than two domestic dogs (under 20 pounds), two cats or a reasonable number of birds may be kept as household pets, provided that they are not kept, bred or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash or properly confined within

the Properties.

Section 7. Signs. After original occupancy no signs are permitted in the Properties, except address and name identifications signs meeting the approval of the Association and one reasonably sized sign advertising the Owner's Lot for sale. The Board of Directors may adopt additional rules and regulations governing the size, style and location of signs.

Section 8. Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot within the Properties if it renders that property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards of service areas, sanitary containers and storage piles on any Lot within the Properties shall be enclosed or fenced in such a manner that yards, areas, containers and piles will not be visible from any neighboring property, bundles of trash must be taken to dumpsters as quickly and within a reasonable period of time before and after scheduled trash pick-up times.

Section 9. Clotheslines and Outside TV Antennas. No clotheslines or outside TV antennas may be installed on any Lot or in any Residence. All clotheslines must be of the retractable or storable types unless they are completely hidden from the view of persons off the Lot. All retractable or storable clotheslines shall be retracted or stored when not in use. No Lot Owner shall air or hang clothes for drying for more than the time reasonably required to air or dry the clothes.

Section 10. Window Air Conditioners. No window air conditioning units shall be installed in any Residential Dwelling.

Section 11. Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be placed and suitably landscaped so as not to be visible from any neighboring property and kept in a neat and orderly manner.

Section 12. Additional Improvements. Additional improvements to a Lot after conveyance by Developer shall be undertaken only after receiving prior written approval from the appropriate Architectural Standards Committee. All such improvements, both interior and exterior, shall be made in conformance with any applicable government laws and regulations.

Section 13. Fences, Hedges and Landscaping. All landscaping plans, including but not limited to fences and hedges must receive prior written approval from the appropriate Architectural Standards Committee before implementation. It is the general intent to prohibit fences.

Section 14. Developer Exception. None of the Lots owned by the Developer shall be subject to the restrictions in this Article unless and until Developer places a Residential Dwelling on the Lot and permits the Residential Dwelling to be inhabited.

Section 15. Lease Restrictions. No lot shall be leased for a period of less than ninety (90) days by any lot owner. All leases shall require any lessees to comply with all restrictions imposed herein, and any rules and regulations adopted by the Association, and shall provide the Association with the right of ousting any tenant that fails to abide and comply with the foregoing; provided, however, that such provision shall not relieve the Lot owner from any liabilities incurred by the failure of a Lessee to so comply and/or abide with the foregoing. No lease shall relieve any Lot Owner from the obligations imposed upon the Lot Owner by this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and/or the rules and regulations adopted by the Association. Any Lot Owner leasing a Lot shall be required to provide the Lessee with a copy of the Declaration and the rules and regulations. The Association may provide sample lease provisions to accomplish the restrictions imposed by this paragraph. Any lease which does not impose the restrictions proposed by this paragraph shall be deemed to include such restrictions.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. 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 the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Wherever possible, each provision of the Declaration shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Declaration shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or of the remaining provisions of this Declaration.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

Section 4. Amendment by Developer. The Developer reserves the right to amend this Declaration, its exhibits, and other documents which effect the Properties at any time while the Developer owns a Lot with the Properties, to comply with any requirements of the City of Oldsmar, and any other governmental entity or agency having jurisdiction over the Properties and/or any requirements or guidelines of Institutional First Mortgagees

an/or any Interested Governmental Entities or Agencies and/or any laws of the State of Florida, the United States and/or the laws of any one of the United States which might necessitate a change herein to permit sales of lots in such state or states. Any amendments by the Developer pursuant to this section shall be executed solely by the Developer and shall require neither the joinder or consent of the Association nor the Lot Owners. The Developer reserves the right to amend the Declaration to correct any scrivener's errors and clarify any statements, which amendment shall not require the consent of any Lot Owners.

Section 5. Additional Developer Reservations. In addition to any other rights reserved by the Developer herein, the Developer has and reserves the right to sell, mortgage, lease or rent Lots to any Purchaser, Mortgagee or Lessee approved by it. The Developer shall have the right to transact any business necessary to consummate the sale or lease of Lots, including, but not limited to, the right to maintain models, advertise on the premises, maintain a sales office on any Common Areas and/or on a Lot until the last Lot is sold and use any Common Areas. The Developer retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all common areas, streets, roadways and walkways that may from time to time exist on the Properties. No provision of this Declaration wherein the Developer reserves any rights, establishes any limitations upon Developer liabilities and/or obligations can be amended without the written consent of the Developer. Neither the Association nor the members of the Association can amend this Declaration, the Articles of Incorporation of the Association, nor the Bylaws in any manner which would affect the Developer's rights, liabilities and/or obligations without the written consent of the Developer.

Section 6. Developer Approval. So long as the Developer holds any Lots for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or its membership without

Developer's approval in writing:

(a) Assessment of the Developer as a Lot Owner for capital improvements; nor,

(b) Any action by the Association that would be detrimental to the sale of Lots by the Developer; provided, however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Lots for the purpose of this Section.

Section 7. Termination Shares. In the event that there are any Common Areas owned by the Association (including any successor association) at the time of any termination of this Declaration and/or the Association (including any successor association) then such Common Areas shall be held by the Lot Owners as tenants in common in undivided shares, such undivided shares being determined by dividing the number of Lots owned by a Lot Owner by the total number of Lots within the Properties, including any annexations thereto. Any distribution made as a result of termination shall be accomplished on a reasonable and equitable basis, taking into account the interest of the Lot Owners and any Mortgagees.

Section 8. Total or Partial Condemnation. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of any Common Area or any part thereof. All Lot Owners hereby irrevocably appoint the Association as their agent for representing them in such matters; provided, however, that this appointment shall not prevent any Lot Owner from intervening in or appearing as an interested party in any condemnation authority, the awards or proceeds of settlement shall be payable to the Association, for distribution and for the use and benefit of the owners and their mortgagees as their interest may appear, subject to direction pursuant to the court having jurisdiction over any such condemnation.

Section 9. Mortgages and Mortgagees. In addition to any other mortgage related provisions herein, the following shall

apply:

(a) Notice. A Lot Owner who mortgages his Lot must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall among other things, contain the names of all the Owners of Lots and the names of mortgagees holding mortgages on Lots. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If any Owner mortgages his Lot he shall not be permitted to modify, alter or change the physical aspect of the Lot without the written permission of the mortgagee, if the mortgage so provides.

(b) Foreclosure. If the holder of a first mortgage of record or other purchaser of a Lot obtains title to the Lot by foreclosure of the first mortgage or a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to the Lot so acquired or chargeable to the former Lot Owner of the acquired Lot which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for Assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the Common Expenses of Assessments shall be Common Expenses collectable from all of the Lot owners including such acquiror, his successors and assigns.

(c) Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a first mortgage and the Lot legal description or address, any such mortgage holder, insurer or guarantor will be entitled to written notice from the Association mailed within fifteen (15) days of the occurrence of the following: (a) any condemnation loss or casualty loss which affects a material portion of the project (as defined in the

written request to the Association) or any lot estate on which there is a first mortgage held, insured, or guaranteed by such requesting mortgage holder, eligible insurer or guarantor; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such requesting holder, insurer or guarantor, which remains uncured for a period of sixty (60) days; (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and, (d) any other notices required herein.

Section 10. Association Records. The Association shall make available to Lot Owners, Institutional Mortgagees and the holders, insurers and/or guarantors of first mortgage on any Lot current copies of the Declaration, Articles of Incorporation, By-Laws and other Rules and Regulations governing the Properties, and other books, records and financial statements of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, the Articles of Incorporation, the By-Laws and other financial statements or similar financial statement, if such is prepared. "Available" shall mean at least available for inspection upon request, during normal business hours or under other reasonable circumstances as agreed by the Association and the requestor. The Association shall prepare and furnish within a reasonable time a financial statement of the Owner's Association for the immediately preceding fiscal year, upon written request from any Interested Governmental Agency or Entity which has an interest or prospective interest in the Properties.

Section 11. Consent of a Majority of Institutional Mortgagees. Where required, the consent of a Majority of the Institutional First Mortgagees shall be attained in the following manner:

(a) the Association shall forward notice of any approved changes requiring the consent of a Majority of the Institutional First Mortgagees to the Institutional First Mortgagees by

registered mail, such notice to include the specific terms of any of the approved changes;

(b) any Institutional First Mortgagee failing to file with the Association a denial of consent in writing within 45 days shall be deemed to have consented to the approved change or,

(c) the Institutional First Mortgagees may file actual consent forms with the Association.

Upon receipt of consent in the above manner, the Secretary of the Association shall execute an affidavit in recordable form that the required consent of the Institutional First Mortgagees has been acquired as to the approved changes contained in the notice, said affidavit being recorded as an attachment to any instruments effecting the changes.

Section 12. Additional Limitations on Amendment. Except for any rights to amend reserved to the Developer elsewhere herein, and subject to any more stringent special majority vote or consent amendment requirements specified elsewhere herein, the vote of approval of any least sixty-seven percent (67%) of all of the votes of the Lot Owners and the approval of a Majority of the Institutional First Mortgagees holding mortgages on the Lots shall be required to materially amend any provisions of the Declaration, the Articles of Incorporation, and/or the Bylaws, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Area (or Lots if applicable);
- (d) insurance or fidelity bonds;
- (e) rights to the use of the Common Areas;
- (f) responsibility for maintenance and repair of the Common Areas, and any other areas of the Properties for which the Association has any responsibility of maintenance and repair.

- (g) the boundaries of any Lot, following sale by the Developer;
- (h) the interest of the Lot Owners in the Common Areas;
- (i) convertibility of Lots into Common Areas or of Common Areas into Lots;
- (j) the leasing of any Lots, and improvements thereon;
- (k) imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey his or her Lot;
- (l) any provisions herein which are for the benefit of or concern mortgage holders, and insurers or guarantors of first mortgages on Lots.

Section 13. Rights of Municipality. In the event that the Association should at any time fail to maintain the Lots and any Common Areas in reasonable order and condition in accordance with the requirements of the City of Oldsmar, the City may serve written notice upon the Association or the Owners and hold a public hearing. If deficiencies of maintenance are not corrected within thirty (30) days after such notice and hearing the City shall call upon any public or private agency to maintain the Lots or Common Areas, such public or private agency shall continue maintenance for yearly periods.

The cost of such maintenance by such agency shall be assessed against the Lots in the same proportions set-forth herein for Association assessments, and shall become a lien in the amounts so determined on each Lot until paid.

Section 14. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 15. Interpretation. Unless the context requires otherwise, the use of the singular shall include all genders; and the use of "including" shall mean "including but not limited to". The headings and numeration used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the Owner and Developer of the above described property has caused these presents to be executed in the name of GREEN JACKET, INC., by the President and Secretary, and the Corporate Seal to be affixed this 1st day of July, 1989.

Signed, sealed and delivered
in the presence of:

GREEN JACKET, INC.

Cathy Pusanne
Cathy Pusanne

By: Lawrence P. Leahon
Lawrence P. Leahon, President

Attest: [Signature]
Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before this 28th day of July, 1989 by Lawrence P. Leahon, as President of GREEN JACKET, INC., for and on behalf of said corporation for the purposes stated herein.

[Signature]
Notary Public

My commission expires:
Notary Public, State of Florida At Large
My Commission Expires June 13, 1993
Bonded By SAFECO Insurance Company

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