

**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**
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EXHIBIT A

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
EASTWOOD PINES TOWNEHOMES ASSOCIATON, INC.**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION is made on _____, 2023, hereinafter set forth by **EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC.**, a Florida not for profit corporation, with its principal address at _____, **(the "Association")** as set forth below.

WITNESSETH:

WHEREAS, the Association is the owner of certain real property located in the County of Pinellas, State of Florida, described on **Exhibit "A"** attached hereto **(the "Property")**; and

WHEREAS, the Association desires to preserve and enhance the quality of life in the community, provide for the maintenance of certain common areas and Improvements within the Property, and

WHEREAS, the Association is a not-for-profit corporation pursuant to Chapters 617 and a condominium association pursuant to Chapter 71 hereinafter created as both statutes are amended from time to time, to own, maintain, operate and/or administer the common areas and improvements within the Property, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created, all as set forth herein.

NOW, THEREFORE, the Property described above shall be subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter sometimes collectively termed **"Restrictions"**) which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land, and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Property.

**ARTICLE I
DEFINITIONS**

Section 1.1 **"Articles"** means the Articles of Incorporation of the Association, which have been filed with the Office of the Secretary of State of the State of Florida, a current copy of which is attached hereto as **Exhibit "B."** as may be amended from time to time.

Section 1.2 **"Assessment Lien"** means the lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association under the Project Documents.

Section 1.3 **"Assessments"** means the annual, special, neighborhood and individual unit assessments levied and assessed against each Unit pursuant to **Article IV** of this Declaration.

Section 1.4 **"Association"** means Eastwood Pines Townehomes Association, Inc., a Florida nonprofit corporation organized by the Declarant to administer and enforce the governing

documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

Section 1.5 **"Association Rules"** means the rules and regulations adopted by the Association, as the same may be amended from time to time.

Section 1.6 **"Board"** or **"Board of Directors"** means the board of directors of the Association.

Section 1.7 **"Bylaws"** means the bylaws of the Association, a current copy of which is attached hereto as **Exhibit "C"**, as may be amended from time to time.

Section 1.8 **"Common Area"** means all real or personal property and real property interests (including, but not limited to, easement rights and interests of the Association and/or for the benefit of the Members or otherwise as provided herein) owned by the Association, but such definition shall not preclude the Association from operating, maintaining or repairing any other real property for the benefit of the members of the Association or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the members.

Section 1.9 **"Common Expenses"** means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves. Section 1.14

Section 1.10 **"Community"** means the community developed on the Property.

Section 1.11 **"County"** means Pinellas County, Florida.

Section 1.12 **"Declaration"** means the provisions of this document and any amendment hereto.

Section 1.13 **"Governing Documents"** means this Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as amended from time to time.

Section 1.14 **"First Mortgage"** means any mortgage (including, but not limited to, any deed of trust or contract for deed, which applicable law would characterize as a mortgage) on a Unit which has priority over all other mortgages on the same Unit.

Section 1.15 **"First Mortgagee"** means the holder of any First Mortgage.

Section 1.16 **"Improvement" or "Improvements"** means buildings, roofs, fences, walls, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements of every type and kind.

Section 1.17 **"Limited Common Area"** or **"Limited Common Element"** means any property owned by the Association to be used exclusively by one Owner to the exclusion of others, and shall include a garage with two (2) parking spaces, one (1) storage space, and patio assigned for the use to a specific Townhome unit.

Section 1.18 **"Unit" or "unit"** means any townhome unit shown on a Plat which

Unit is subject to this Declaration.

Section 1.19 **"Member"** means any person, corporation, partnership, joint venture or other legal entity who/that is a member of the Association as provided herein.

Section 1.20 **"Owner"** or **"owner"** shall mean the record owner, except as provided below, whether one or more persons or entities of fee simple title to any Unit, excluding one who is buying a Unit under a contract (whether or not notice thereof is recorded) but has not yet acquired title to the Unit, and also excluding others having an interest merely as security for the performance of an obligation.

Section 1.21 **"Plat"** means the Plat of Eastwood Pines, as recorded in Plat Book 4095, Page 588 – 597 of the Public Records of the County, and any other any recorded subdivision plat of any portion of the Property and all amendments thereto.

Section 1.22 **"Project"** means the Property together with all Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1.23 **"Purchaser"** means any person who by means of a voluntary transfer becomes the Owner of a Unit.

Section 1.24 **"Residential Unit"** means any building situated upon a Unit and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

Section 1.25 **"Single Family"** shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.26 **"Single Family Residence"** shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant carport and/or storage area.

Section 1.27 **"Surface Water Management System"** or **"Stormwater Management System"** shall mean the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted by Chapters 40A through 40E and 62, Florida Administrative Code, as applicable, and any successor thereto.

Section 1.28 **"Townhome Unit"** means any Unit shown on a Plat subject to this Declaration.

Section 1.29 **"Tract"** means any portion of the Property established as a Tract in any Plat, which Tract is subject to this Declaration.

Section 1.30 **"Water Management District"** shall mean the Pinellas Park Water Management District, as permittee for South Florida Water Management District.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION, EASEMENTS
BOUNDARIES AND MAINTENANCE

Section 2.1 This Declaration provides for the use of the Property in order to protect and enhance the value and desirability of the community. All of the Property within the community shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, binds himself, his heirs, personal representatives, successors, transferees, and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the community and use of the Property, and hereby evidences their intent that all the restrictions, conditions, covenants, easements, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners.

Section 2.2 Description of Condominium. The Condominium shall consist of Townhomes Units within the Property. The condominium includes seven (7) two-story buildings, consisting of fifty-six (56) two-story Units, covered parking spaces, storage spaces, and a patio. Each Unit has two parking spaces, one storage space, and one patio appurtenant there, as limited common areas and non-servable from the Unit, as shown on Exhibit C, sheets 1 through 7. On such Townhome Units, notwithstanding any provisions to the contrary contained herein, each Unit shall be a Single-Family Residence and shall be the only permitted buildings to be constructed or to remain on the Property. The condominium also includes gardens and landscaping, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the Common Elements. There is also a swimming pools and recreation area which are maintained and owned by the Association as a Common Element. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass a Townhome Unit as appurtenances thereto: (a.) an undivided share in the Common Elements and Common Surplus; (b.) the exclusive right to use such portion of the Common Elements as may be designated as a Limited Common Elements of a Unit (if any); (c.) membership in the Association with the full voting rights appurtenant thereto; and (e.) other appurtenances as may be provided by this Declaration and the Condominium Act. Time-share estates or interest shall not be created with respect to any of the Townhome Units in the Condominium.

Section 2.3 Townhome Boundaries. Each Townhome, which term as used in this subsection concerning boundaries shall include that part of the building containing the townhome that lies within the boundaries of the apartment, which boundaries are as follows:

Section 2.3.1 Upper and Lower Boundaries. The upper and lower boundaries of the townhome shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- a. Upper Boundary. the horizontal plane of the undecorated finished ceiling.
- b. Lower Boundaries. The horizontal plane of the undecorated finished floor.

Section 2.3.2 Perimetrical boundaries. The parametric boundaries of the townhome shall be the vertical planes of the undecorated finished interior of the walls bounding the townhome extended to intersections with each other and with the upper and lower boundaries.

Section 2.3.3 Apertures. Where there are apertures in any boundary, including but not limited to windows, bay windows, doors, balconies, patios and porches, such boundaries shall be extended to include the windows, bay windows, doors, and other fixtures located in such apertures, including all frameworks thereto; provided, however, that exterior surfaces made of glass or other transparent material and the exteriors of doors shall not be included in the boundaries of the Townhome Unit and shall therefore be Common Elements.

Section 2.3.4. In the event that the actual physical location of any Townhome Unit constructed within the Buildings at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Townhome Unit shall control over locations, dimensions and descriptions reflected on the Condominium Plat.

Section 2.4. Easements. The following easements are hereby created (in addition to any easements created under the Act), each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual and collective Unit Owners, governments having jurisdiction, suppliers of utility services, and owners and occupants of adjacent lands, as the context may require.

Section 2.4.1 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Section 2.4.2 Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

Section 2.4.3 Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b.) any Unit encroaches upon any other Unit or upon any portion of the Common

Elements; or (c.) any encroachment shall hereafter occur as a result of construction of the Improvements; settling or shifting of the Improvements; any alteration or repair to the Common Elements made by or with the consent of the Association, as appropriate, or any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

Section 2.4.4 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and residents, their Guests and Invitees, shall exist for pedestrian traffic over, through and across drive aisles, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any such lien encumbering such easements automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

Section 2.4.5 Association. The Association shall have an easement of access over, under and through the Condominium Property for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance of improvements, parking areas, utility lines and equipment, driveways, and landscaped areas.

Section 2.4.6. Additional Easements. The Association, by and through the Board of Directors on behalf of all Unit Owners, shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications, service, drainage or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such easements or facilities, in any portion of the Condominium Property and to grant access easements or relocate any existing access easements in any portion of the Condominium Property as the Board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

Section 2.5. Maintenance and Repairs.

Section 2.5.1. Association Responsibility. The Association shall maintain, repair, and replace at the Association's expense, the following:

- a. All portions of a Townhome building, contributing to the support of the townhome building, which portions shall include but not be limited to loadbearing columns, and loadbearing walls, and the roofs;
- b. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of the townhome maintained by the Association; and all such facilities contained within a townhome that service part of parts of the condominium other than the townhome within which contained;
- c. All property owned, leased or rented by the Association exclusive of the Townhomes;
- d. All incidental damage caused to a townhome by such work shall be repaired promptly at the expense of the Association;
- e. The Association is not responsible for the maintenance or repair of any portion

of the interior within the boundaries of a Unit, including any fixtures attached thereto.

Section 2.5.2 Unit Owner Responsibility. The Townhome Owner shall maintain, repair and replace, at their sole expense, all portions of their Unit, including but not limited to, the patio area, air conditioning unit servicing their Unit, windows, doors and screens.

Section 2.5.3 Common Elements. The Common Elements include the land, the pool and recreation area which are owned by the Association, and all other parts of the Condominium not within the townhomes, and tennis courts. The Association jointly owns the tennis courts with the Eastwood Shores Association, Inc. and has exclusive use of the West side of the tennis courts only.

Section 2.5.4 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto, vesting in the Owner(s) of each such Unit, the exclusive right to use such Limited Common Elements:

- a. Parking Space: The Association has three (3) parking lots. There shall be no assigned parking and parking is on a first come first serve basis. All maintenance, repair, and replacement of the parking lot shall be the responsibility of the Association and is considered a Common Expense of the Association.
- b. Carport –Townhome Unit include a carport with two (2) parking space. Due to the shortage in parking spaces, Townhome Owners must use their carport parking spaces first, before parking in any other Limited Common area parking space, or guest parking space. In the event a Unit Owner fails or refuses to park their vehicle(s) in their respective carport, and uses either a guest parking space or other limited common parking space outside the carport, shall be subject to towing by the Association, and shall not be considered a taking of property or trespass.
- c. Storage Unit within the Carport. Each carport contains a storage unit to store personal property of the Owner. The Association shall be responsible for the maintenance, repair and replacement of such storage area.
- d. Porch - Must keep clean and free of debris. Maintenance of the Association.

Section 2.5 Easements

Section 2.5.1 The following easements are hereby created (in addition to any easements created under the Condominium Act), each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual and collective Unit Owners, governments having jurisdiction, suppliers of utility services, and owners and occupants of adjacent lands, as the context may require.

- (a) Support. Each Unit shall have an easement of support and of necessity and

shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

Section 2.5.2 Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of construction of the Improvements; settling or shifting of the Improvements; any alteration or repair to the Common Elements made by or with the consent of the Association, as appropriate, or any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

Section 2.5.3 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and residents, their guests and invitees, shall exist for pedestrian traffic over, through and across drive aisles, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Townhome Units. Any such lien encumbering such easements automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

Section 2.5.4 Association. The Association shall have an easement of access over, under and through the Condominium Property for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance of improvements, parking areas, utility lines and equipment, driveways, and landscaped areas.

Section 2.5.5 Additional Easements. The Association, by and through the Board of

Directors on behalf of all Unit Owners, shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications, service, drainage or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such easements or facilities, in any portion of the Condominium Property and to grant access easements or relocate any existing access easements in any portion of the Condominium Property as the Board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

Section 2.5.6 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 2.6 Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

2.6.1 Percentage Ownership and Shares. All Owners shall pay pro-rata share of the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit.

2.6.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

ARTICLE III

THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Rights, Powers, and Duties. The Association is a Florida non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents, specifically including all those powers prescribed by Chapters 617 and 718, Florida Statutes, as amended from time to time, together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in the Governing Documents. In addition, the Association shall have all the powers and duties set forth in the Act, as amended from time to time unless specified otherwise, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

Section 3.1.1. The irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to any other Unit or Units.

Section 3.1.2. The power to make and collect Assessments and Special Assessments and other charges and surcharges against a Unit Owners and to lease, maintain, repair and replace Common Elements.

Section 3.1.3. The power to charge and collect a use fee from a Unit Owner for the exclusive or nonexclusive use of all or a portion of the Common Elements or Association Property.

Section 3.1.4. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

Section 3.1.5. To contract for the management the maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Association. It is also contemplated that the Board may (but shall not be required to) enter into one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute a Common Expenses.

Section 3.1.6. The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security mortgages and security interests in property the Association, provided that such actions are by a majority of the entire membership of the Directors and a majority of the voting interests of Owners represented at a meeting at which a quorum attained, or by such greater percentage of the Board or voting interests of the Unit Owners as may be specified in the Bylaws with respect to certain borrowing.

Section 3.1.7. The Association, when authorized by a majority of the voting interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests in lands or leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the land of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertaking in connection therewith shall be Common Expenses.

Section 3.1.8. The power to adopt and amend the rules and regulations covering the details of the operation and use of the Condominium Property.

Section 3.1.9. The power to levy reasonable fines against a Unit for failure of the Owner or its occupant, licensee or invitee to comply with any provision of this Declaration, the bylaws or the rules and regulations

Section 3.1.10. All of the powers which a corporation not for profit in the State of Florida may exercise.

Section 3.1.11. The Association may levy reasonable fines for the failure of a Unit Owner, Occupant, Guest, licensee, or invitee to comply with any provision of the Governing Documents, or Rules and Regulations of the Association. A fine may not become a lien against a Unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. However, the fine may not exceed \$100 per violation, and a continuing violation of a \$100 per day until the violation is corrected, and cannot exceed \$10,000 in the aggregate.

Section 3.1.12. The Association may suspend, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, or any other Association Property for failure to comply with any provision of the Governing Documents, or Rules of the Association. This paragraph does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

Section 3.1.13. A fine or suspension levied by the Board of Administration may not be imposed unless the Board first provides at least 14 days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee of the Unit Owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

Section 3.1.14. The Association may suspend the voting rights of a Unit Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation must be provided to the Unit Owner 30 days before such suspension takes effect. A voting interest or consent right allocated to a Unit Owner that has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action. The suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Act or Governing Documents. The suspension ends upon full payment of all obligations due or overdue to the Association. The notice and hearing requirements do not apply to a suspension imposed under this subsection.

All suspensions imposed pursuant to subsection must be approved at a properly noticed board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by certified mail, return receipt requested, mail or hand delivery.

The suspensions permitted above apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by a Member.

In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time.

Section 3.2. The Association may, but shall not be obligated to, maintain, or support various activities within the Property which are intended to foster or promote safety or security. No representation or warranty is made that any fire protection system, burglar alarm gate system or other security system installed, or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner acknowledges, understands, and covenants to inform all occupants of its Unit, and their respective families and invitees, that neither the Association, the Board, nor any other persons involved with the governance, maintenance, and management of the Property are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, units, and the contents of units, and further acknowledge that neither the Association, its Board and committees, the management company of the Association have made representations or warranties regarding any attended or unattended entry gate, patrolling of the property, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

Section 3.4. Other provisions of this Declaration grant and give the Association the right to grant certain permits, licenses, approvals and easements over the Property and Common Area for utilities, access and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property under the circumstances specified therein.

In furtherance of the foregoing provisions, and in order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Area and Property, the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Area shall be required to comply with such conditions as may be determined by the Association, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Area and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Area for the installation, maintenance, repair or replacement from time to time of utilities or any other Improvements or facilities (a "Service Provider") pursuant to any easement, permit, license, right of use or similar right or privilege granted by the Association (whether or not pursuant to the Declaration, the Plat or any other agreement or instrument) in order to accomplish the foregoing purposes and in order

to avoid, if possible, the installation of Improvements which interfere with the use of the Common Area and/or detract from the appearance of the Common Area and the Property.

Nothing contained herein, however, shall be construed to impose upon the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall the Association be liable to each other or any Owner, Member or other person for failure to establish or enforce any such conditions.

Section 3.5. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws.

Section 3.6. Identity of Members. Membership in the Association shall be limited to Owners of Units. An Owner of a Unit shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. In no event shall any mortgagee or other party holding any type of security interest in a Unit or the Residential Unit constructed thereon be a Member of the Association, unless and until any of said parties obtains or receives fee simple title to such Unit.

Section 3.7. Transfer of Membership. Membership in the Association shall be appurtenant to each Unit and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Unit and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. The Association shall have the right to charge a reasonable transfer fee to the Purchaser in connection with any transfer of a Unit.

Section 3.8 Joint Ownership; Ownership by Trustee. When more than one person is the Owner of any Unit, all such persons shall be Members. In the case of a Unit where fee simple title is vested in a trustee pursuant to a written trust agreement, the beneficiary or beneficiaries entitled to possession shall be deemed to be the Owner, and all such persons shall be Members. The vote for any Unit described in this Section shall be exercised as the aforesaid Members who own such Unit determine amongst themselves, but in no event shall more than one ballot be cast with respect to any such Unit. The vote or votes for each such Unit must be cast as a unit, and fractional votes shall not be allowed. In the event that joint or beneficial Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Unit. In the event more than one ballot is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

Section 3.9 Corporate Ownership. In the event any Unit is owned by a corporation, partnership, limited liability company, or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Unit an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the president, general partner, manager, managing member, or chief executive officer of such corporation, partnership, limited liability company or association shall have the power to vote the membership.

Section 3.10. Restraints Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in the Association designated in this Declaration, with full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforescribed appurtenances to a Unit cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 3.11. Ownership of Common Elements and Common Surplus and Share of Common Expenses.

Section 3.11.1. Ownership and Shares of Condominium. The undivided interest in the Common Elements and Common Surplus, and the share of the Common Expenses appurtenant to each Unit is set forth in Exhibit "B annexed hereto, which share is based upon the total square footage of each Unit in uniform relationship to the total square footage of each Unit in the Condominium.

Section 3.11.2. Voting. Each Unit in the Condominium shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the Bylaws and Articles. Each Unit Owner in the Condominium shall be a Member of the Association. Each Unit Owner in the Condominium will have the right to personally cast his or her own vote in all matters voted upon.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Determination of the Common Expenses and Fixing of Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners. The Common Expenses shall include the expenses of the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, or other commonly used facilities and services, and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or Bylaws of the Association. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Bylaws. The Board of Directors in determining the amount of the assessments payable by the Unit Owners shall be authorized to include such costs in the estimated operating budget for the Condominium. Accordingly, the provisions contained in this Declaration with respect to the collection of assessments shall be applicable to the costs for cable television services and auxiliary services, if applicable.

Section 4.2. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he or she is the Unit Owner. In the case of a conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his or her

share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

Section 4.3. Special Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board of Directors may, except as otherwise provided in the Declaration, levy "Special Assessments" upon the following terms and conditions:

Section 4.3.1. "Special Assessments" shall mean or refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature.

Section 4.3.2. Special Assessments may be levied by the Board of Directors without a membership vote, and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessment, in the aggregate in any year, exceeds ten percent (10%) of the annual budget, excluding debt, or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, excluding the debt component of such Assessment for any purpose other than the exercise of the Association's right to purchase a Unit pursuant to this Declaration, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

Section 4.4 Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the maximum interest rate allowed by law per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel. The lien is effective and shall relate back to the recording of the Declaration, provided that as to Institutional First Mortgagees, the lien is effective from and after recording of the claim of lien. The claim of lien shall state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association and shall be recorded in the Public Records of Pinellas County, Florida. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid but in no event for a period exceeding one year, unless lien enforcement action has commenced in a court of competent jurisdiction during such year. The one-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. Upon full payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the Assessment installments for the remainder of the budget year in which the claim of lien is filed to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such installments changes during said period, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the

other the amount of increase or decrease within ten (10) days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment.

Section 4.5 Notice of Intention to Foreclose Lien. The Association shall provide the Owner with written notice relating to past due assessment in accordance with Florida Statute 718.116 as amended from time to time. In the event the Association is the prevailing party in any foreclosure action, the Townhome Owner shall be responsible to pay all reasonable attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

Section 4.6 Institutional First Mortgagee. In the event a first mortgagee or other purchaser shall obtain title to a Townhome Unit as a result of a foreclosure action in which the Association has been joined as a defendant, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such acquirer of title or its successors and assigns ("first mortgagee") shall be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure or in satisfaction of debt. However, the first mortgagee's liability as aforesaid shall be limited to (i) the Unit's Common Expenses or Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt, whichever is less. The provisions of this subsection shall not apply unless the first mortgagee joins the Association as a defendant in the foreclosure action. Joinder is not required if, on the date the complaint is filed, the Association was dissolved, administratively or otherwise, or did not maintain an office or agent for service of process at a location which was known or reasonably discoverable by the first mortgagee by the date the foreclosure action was filed. The person acquiring title shall pay the amount owed to the Association within thirty (30) days of transfer of title. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Condominium Parcel, whether or not the Unit is occupied, be excused from the payment of same or all of the Common Expenses coming due during the period of such ownership.

Section 4.7 Certificate of Unpaid Assessments. Within ten (10) days after request by a Townhome Owner or his or her designee, or a Unit mortgagee or his or her designee, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Townhome Unit.

Section 4.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors.

Section 4.9 Exemption of Owner. No Owner of a Townhome Unit may exempt themselves from liability for Assessments levied against his Townhome Unit or for other amounts which he may owe to the Association under the Governing Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Unit.

Section 4.10 Maintenance of Reserve Fund. Out of the annual Assessments and other income, the Board shall establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of Improvements to the Common Area.

Section 4.11 No Offsets. All Assessments and other amounts payable to the Association shall be payable in accordance with the provisions of this Declaration and Bylaws, and no offsets against such Assessments or other amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Governing Documents.

Section 4.12. Assessments for Communications Services. The Association shall have the right, at its discretion and from time to time, to negotiate and execute one or more contracts ("Communications Agreement(s)") with a provider (or providers) of its choice offering internet access, telephone, cable television, and other forms of communications and data transmission services to the Property ("Communications Services"). In addition to the annual Assessments, the Association may include in the annual Assessment or levy in any assessment year a special Assessment applicable to that year (and the same shall be charged and collected on a monthly, quarterly or yearly basis as determined by the Board) for the purpose of paying the cost of providing Communications Services to the Property. Each Owner acknowledges that the Property is intended to have Communications Services available and that the condition of availability may be such that each Unit must be included in the service plan. Each Owner therefore acknowledges and agrees that each Unit shall, in the event the Association enters into any such Communications Agreements, be subject to an Assessment, either as part of the annual Assessment or in addition to and apart from the annual and any other special Assessments, for the purpose of paying each Unit's pro rata share of Communications Services provided to the Property regardless of whether or not such Owner subscribes or elects to receive any of such services separately from another provider. At the discretion of the Board, the Assessment authorized and provided for herein may apply only to such service as is defined as "basic" by the provider and any additional services that constitute "expanded basic," "upgrades" or "enhanced" services shall be subscribed for and paid by each Owner, if desired, on an individual basis.

Section 4.13 Individual Townhome Unit Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Townhome Unit and the Owner of such Townhome Unit an individual unit Assessment for:

Section 4.13.1 All costs and expenses incurred by the Association in bringing a particular Owner or his particular Townhome Unit into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

Section 4.13.2 Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Unit or the Owner of such Unit;

Section 4.13.2 Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Unit or the Owner of a particular Unit; and

Section 4.14 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining, including, but not limited to using such surplus to fund reserves. The Association shall not be obligated to reduce the amount of the annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board, in its sole discretion, may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE V OCCUPANCY AND USE RESTRICTIONS

Section 5.1 Every Owner shall comply with the restrictions and covenants set forth herein and all Association Rules and Regulations hereafter adopted by the Board of Directors. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions.

Section 5.2 Residential Use. Except as otherwise provided herein, all Units shall be improved and used only for Single Family Residential Use. No gainful occupation, profession, trade or other commercial activity shall be conducted on any Townhome Unit. Notwithstanding the foregoing, home businesses are permitted on the Townhome Units provided (i) they are in accordance with applicable governmental ordinances and other legal requirements for home businesses in residential districts, and (ii) they do not generate any pedestrian or vehicular traffic to or from the home in excess of that which would customarily be generated by a Single Family Residential Use which does not include a home business.

Section 5.3 Occupancy. A Townhome Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. Occupants of an approved leased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall

include only those persons who have a principal residence other than the Unit. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

Section 5.4 Children. Children shall be permitted to reside in Units but shall be subject to the age restrictions imposed as to use of certain Common Elements, as provided in the Governing Documents and Rules and Regulations of the Association.

Section 5.5 Pets & Animals.

Section 5.5.1. No animals, insects, livestock, or poultry of any kind shall be raised, bred, or kept on or within any unit or structure thereon except that dogs, cats or other common household pets (types and breeds limited to those determined to be acceptable by the Board) may be kept on or within the units, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers as determined by the Architectural Committee. Notwithstanding the foregoing, no animals or fowl may be kept on any Townhome Unit, which results in a nuisance to, an annoyance to, or which are obnoxious to other Owners or tenants in the vicinity. All pets, required by any law, must be kept on a leash under the control of the Owner at all times. No structure for the care, housing or confinement of any animal or fowl shall be maintained on any Townhome Unit. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Townhome Unit and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet.

Section 5.5.2 Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain no more than one (1) dog or two (2) Cats, or a combination of one dog and one cat in his or her Unit, to be limited to a dog or a cat, weighing no more than forty-five (45) pounds provided it is not kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbors and is first registered with the Association. The Board of Directors of the Association shall have the right to require removal of any pet that is deemed by the Board in its sole discretion to be a nuisance or annoyance. No wildlife or dangerous breeds, as defined under Florida Law, shall be kept in or on the Condominium Property (including Units). Small pets such as hamsters, birds and fish are permitted within the Townhome Unit as long as they are kept in an enclosure or carrier, so as not to escape the boundaries of the Unit. Unit Owners must pick up all solid wastes of their pet and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and shall be taken only within areas, if any, designated for such purpose by the Association. No pets may be kept in/on a balcony when the Owner is not in the Unit. Without limiting the generality of Section 5.5 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Notwithstanding any of the foregoing, however, neither this Section 5.5, any other provision of this Declaration nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Unit to keep and use a seeing eye dog or other assistive animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so. All pets must be registered with the Association and must be accompanied with updated vaccination records and license information. A pet of a Guest must comply with the weight requirement of up to 45-pounds and abide by all listed pet related rules and regulations promulgated by the Board of Directors. The Board of Directors is empowered to implement rules and regulations relating to Pets.

Section 5.6 Alterations. No Unit Owner shall cause or allow improvements or changes to any Townhome Unit, including all Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to installing any electrical wiring, television or radio antenna, machinery, or air conditioning units or in any manner changing the appearance of any portion of the Building, landscaping changes, without obtaining the prior written consent of the Board of Directors of the Association. All construction work must be permitted, if required, through the appropriate local government agencies. In the event the board approves an alteration or modification to the Townhome Unit, all modifications and alterations shall relieve the Association of all future maintenance responsibilities, if any, and shall shift to the Unit Owner subsequently thereafter. Any modifications to the common elements considered a material alteration shall require a vote of 75% approval of the Unit Owners.

Section 5.7 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by a Unit Owner, occupant, tenant or invitee on, over, or within any Unit that is part of the subject Property, except for the purpose of a Unit Owner or their authorized agent periodically inspecting the Unit Owners Unit, or as otherwise permitted by the Board of Directors from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable policies, procedures and rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Units and Common Areas. No drones shall be flown over a Unit or pointed in the direction of any Unit, or window, which would violate a Unit Owners privacy. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Unit or Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner on, from, over or within the subject Unit that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including but not limited to another Unit Owner, occupant, tenant or invitee.

Section 5.8 Individual Electric Vehicle Charging Station. To the extent that the Condominium now or hereafter contains Electric Vehicle charging stations within the common elements for the benefit of undesignated Unit Owners (e.g., an exclusively assigned parking space, hereafter referred to as (a "Common EVCS")), then the following provisions shall be applicable:

Section 5.8.1 The Board may adopt, from time to time, policies and procedures regarding the use of the Common EVCS, including, without limitation, rules and regulations regarding the reservation of access to the EVCS, the frequency of use, minimum usage rights, the costs for usage, permitted hours of use and the maintenance responsibilities attributable to usage.

Section 5.8.2. As a condition of use of the Common EVCS, any such user must maintain a liability coverage policy in the amount of one million dollars (\$1,000,000), and shall name the Association as a named additional insured under the policy with a right of not less than ten (10) days' prior written notice of cancellation.

Section 5.8.3. Each Unit Owner using the Common EVCS shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property, and/or from damages to any persons or personal property resulting from , connected with, or relating to, directly or indirectly, the Unit Owner's use of the Common EVCS, or the use of the Common EVCS by such Unit Owner's tenant, guest, invitee or other person utilizing same by, through or under the Unit Owner.

Section 5.8.4. All costs of operation maintenance, repair and replacement of the Common EVCS, other than utility consumption charges, shall be deemed to be a Common Expense. The Board shall have sole discretion whether to implement a pay per use method with regard to utility consumption costs incurred in connection with use of the Common EVCS.) In the absence of such a pay per use policy, the utility consumption charges shall be Common Expenses. To the extent that utility consumption charges can be monitored on a per use basis, said charges shall be deemed a Limited Common Element and assessed to the Unit Owner utilizing same (whether such use is by the Unit Owner, or his or her guest, tenant or invitee) for the costs of such utility consumption measured and paid for in direct relation to the consumption identified. Such charges may be enforced and shall be collectible by the Association in the same manner as "Assessments" hereunder.

Section 5.8.5. Any Unit Owner that wishes to install an EVCS within their Limited Common Element carport, or on any wall immediately adjacent to their Limited Common Element Parking Space so that they may charge their personal vehicle when parked within the Limited Common Element Parking Space (an "Individual EVCS") must seek and receive prior written approval from the Board and shall be subject to the following additional provisions:

- a) Any Individual EVCS shall only be approved to the extent that same meets all applicable health and safety standards and requirements imposed by Federal, State and local authorities and all other applicable zoning, land use or other ordinances, or land use permits or approvals;
- b) Approval of an Individual EVCS shall be conditioned upon the requesting Unit Owners installation of a meter or submeter or other method to separately isolate the electricity consumed by the Individual EVCS and/or the use of same (with all such electricity costs to be the sole responsibility and burden of the Individual EVCS Owner;
- c) No Individual EVCS will be approved if it includes multiple charging points; and;
- d) As a condition of approval of any Individual EVCS, the Unit Owner must obtain and maintain a liability coverage policy in the amount of one million dollars (\$1,000,000), and shall name the Association as a named additional insured under the policy with a right of not less than ten (10) days' prior written notice of cancellation.
- e) The Board of Directors shall have authority to implement reasonable rules and regulations regarding the use and installation of individual Unit Owner EVCS.

Section 5.9 Parking Restrictions and Enforcement. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, including the Rules and Regulations promulgated by the Board of Directors, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of any parking restrictions contained in the Declaration, if a vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Where a vehicle owner receives such a notice under this paragraph, the

Association is not required to re-notice the vehicle owner of the parking violation if the vehicle is improperly parked on the community streets thereafter. Rather, the vehicle may be towed by the Association thereafter without further notice to the vehicle owner. Each Owner by acceptance of title to a Townhome Unit irrevocably grants the Association and its designated towing service the right to enter on the property and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Townhome Unit, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Limited Common Area parking spaces, if applicable, which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be sufficient evidence of proper posting.

Section 5.9.1 Any Owner(s), resident, occupant or guests vehicles parked on the street shall be towed at the vehicle owners' expense. Owners and Residents are strictly prohibited from parking their vehicle along the street, driveways, on any grass area, sidewalks, pool area or mailboxes.

- a) All vehicles must display a valid license plate or tag.
- b) Notwithstanding anything herein to the contrary, the Association may tow any vehicle from the community streets or other common area without notice to the vehicle owner if the vehicle constitutes a hazard or nuisance to any person or property. The determination whether a vehicle is parked in a manner that constitutes a hazard or nuisance to any person or property shall be made in the exclusive discretion of the Association's Board of Directors or authorized agents.
- c) The remedy of towing a vehicle that is parked in violation of this Article or which constitutes a nuisance or hazard, is not exclusive of other remedies. If any Unit owner, tenant, lessee, or resident, or any guest of any of the foregoing persons, fails to comply with the Association's Governing Documents, the person may be subject to fines by the Association, as provided for in the Declaration and Florida Statutes. The Association may also pursue an action for injunctive relief, where appropriate. The Association's election of one or multiple of these remedies shall be exercised based upon the sole judgment of the Board.
- d) Unit Owners are prohibited from making any major repairs to their vehicle on Association property. Major repairs shall be defined as any repair which cannot be completed in one day.
- e) Commercial/Recreational Vehicles and Trailers. Except as permitted herein, no commercial vehicles, campers, mobile homes, recreational vehicles or boat or other trailers shall be kept on the Condominium Property. Personal vehicles, such as, but not limited to, jet skis, motorcycles, golf carts, and small boats, are permitted to be parked in the Owner's carport provided the entire vehicle is fully parked within the carport area. No Owner is permitted to use guest parking to accommodate the aforementioned personal vehicle(s). Recreational vehicles are prohibited from being parked anywhere in the community of Townhome Unit. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. In general, vehicles shall have no more than four (4) wheels and two (2) axles. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to

whether same is a commercial vehicle. The foregoing shall not prohibit, however, (in) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the occupants thereof or the Association or (ii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational and in good condition. Only one vehicle is allowed to be parked in a parking space. In the event of doubt or dispute as to whether a vehicle is prohibited by this Section, the good-faith determination of the Board of Directors shall be binding and conclusive. A commercial vehicle registered to a business owned by the unit owner must be parked in the Unit's carport.

Section 5.10. Signs & Flags. No sign of any kind shall be installed or displayed on any Unit or Common Area without the prior written approval of the Association as to size, color, design, message content, number and location, except: (i) one (1) discreet, professionally prepared "For Sale" or "For Lease" sign of not more than eighteen (18) inches by twenty-four (24) inches may be placed on any Unit, for a period not to exceed sixty (60) days; (ii) one portable, removable United States flag in a respectful way; and (iii) on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. All other signs and flags must be approved in advance in writing by the Association. All signs and flags must conform to applicable ordinances and other governmental requirements.

Section 5.11. Noxious and Offensive Activity. No noxious, offensive, illegal or immoral activity shall be allowed on the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to a Unit Owner, or which shall in any way interfere with the quiet enjoyment of each of the Owners and tenants of their respective units and residences. Without limiting the generality of the foregoing, no speakers, horns, sirens or other sound devices, except security devices used exclusively for security purposes, shall be located or used on a Townhome Unit.

Section 5.12. HVAC and Solar Panels. No heating, air conditioning, or evaporative cooling unit shall be placed, constructed or maintained upon any Townhome Unit without the prior written approval of the Association. Solar energy collecting units or panels may be placed, constructed or installed upon a Unit only at such locations as are determined by the Association, as applicable, to minimize objectionable aesthetics, subject to the requirements of Section 163.04, Florida Statutes, as amended from time to time. Any and all damages to the Common Element roof caused by the installation, weight, presence, or removal of Solar Panels shall be the sole responsibility of the Unit Owner to repair, remediate or replace. Failure of a Unit Owner to repair or replace their damaged roof in accordance with this paragraph shall provide the association with power to repair or replace the roof, and said costs of remediation and repair shall be considered a Special Assessments against the Townhome Unit and a lien may be placed on the Unit for collection under Florida Statute 718.116.

Section 5.13. Carports and Driveways. The interior of all carports and driveways situated on any Townhome Unit shall be maintained in a neat and clean condition. Carports shall be used only for the parking of Vehicles and the storage of normal household supplies and materials and shall not be used for or converted to living quarters or recreational activities.

Section 5.14 Leasing Restrictions.

Section 5.14.1. All tenants shall be subject to the terms and conditions of this Declaration and the Governing Documents. There shall be no sale, lease, or transfer of interest, legal or beneficial, nor transfer of possession of a Townhome Unit without the prior written approval of the Board of Directors of the Association. In the event of leasing a Townhome Unit, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases of Units shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the Association.

Section 5.14.2. No Townhome Unit lease shall be valid or approved for a term of less than a 12-month period year, and a Townhome Unit may only be rented three times per year, only in the event the tenant prematurely terminates their lease with the Townhome Owner, and provides proof of such early termination; otherwise, all units may only be rented once per year. For purposes of this Declaration, a "lease" is defined as any occupancy by someone other than the owner of a Unit, where the owner receives payment or other consideration in exchange for such occupancy. Consideration may either be direct or indirect, including the payment of utilities or taxes, or any other charges that would otherwise be the responsibility of the owner. This includes not only formal leases, but any type of license or other permission granted to someone other than the owner to occupy a unit in exchange for some consideration to be given to the unit owner. Included in the definition of leasing are all types of arrangements for occupancy, including those arranged through Airbnb, VRBO, and all other similar types of services.

Section 5.14.3. Owners are responsible for monitoring and ensuring compliance by their Tenants. Owners shall be jointly and severally liable with Tenants for all costs and damages of any kind or nature incurred by the Association arising from or related to a violation of the Governing Documents by Owner's Tenants, including damage to the Common Elements resulting from acts or omissions of Tenants (as determined in the sole discretion of the Association) and to pay any claims for injury or damage to property caused by the negligence or intentional act of the Tenants. Any Owner wishing to lease their Townhome Unit shall pay a security deposit equal to two months' rent and shall be returned to the Owner at the expiration of the lease for so long as the Tenant has not damaged any part of the Common Elements.

Section 5. 14.4 Eviction. Each Owner agrees to remove, at the Owner's exclusive expense, by any legal means available, including but not limited to, eviction or ejectment proceedings, any and all Tenants who refuse or fail to comply with the Governing Documents. In the event the Owner fails to remove the tenant after the Association has provided notice to the Owner and tenant of the pending violation, the Association shall have the right, but not the obligation, to stand in the shoes of the Owner and remove the tenant by any lawful means. Any attorney fees and costs incurred in the prosecution of such action to remove the Owner's tenant, shall be the responsibility of the Owner to reimburse the Association, and shall be considered a Personal Assessment, and a lien may be filed against the Townhome Unit, and collected pursuant to Florida Statute 718.116. Each Owner covenants and agrees that any lease shall incorporate the foregoing provisions by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein. The provisions of this Section shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Section require approval of a purchaser who acquires title to a Unit at a duly advertised public sale,

with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale. The Association may charge a transfer fee at the highest allowable rate under the Condominium Act, as amended from time to time, which at the time of recording of this Declaration is \$150.00. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit their leasing application accompanied by the then applicable transfer fee for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address, and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within ten (10) business days after its receipt of the request or such supplemental information as it may reasonably require.

Section 5.14.5. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease for a Unit is approved, a written notice of approval will be provided by the Association.

Section 5.14.6. Limitation on Ownership: In order to promote owner occupancy of properties, and in addition to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire title to more than two (2) units in the Condominium. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors, or partners, or where companies owning units have majority stockholders that also own other properties. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit a member of an immediate family from acquiring a unit when other members of the family own two (2) units. If any person or entity acquires a second unit after this date, one unit must be leased, and the owner must occupy the other unit, and does not have to be considered the primary residence of the Owner. This restriction shall not apply to any persons or entities that properly owns more than two (2) units as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if this would result in a further violation. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer. Additionally, no more than two individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units.

Section 5.14.7. Leasing Approval. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a Townhome Owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association and pay such application transfer fee established from time to time by the Condominium Act as amended. If requested to do so, the prospective lessee shall make themselves available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. The Association's representative(s) may, in their discretion, conduct the interview over the telephone. It shall be the Owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

Section 5.14.8. Reasons for potential disapproval include:

- a. Prior criminal record, including any pleas of no contest, which indicates a

potential threat to the health, safety or welfare of the community;

- b. Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or
- c. Providing false or incomplete information in connection with an lease application.

Section 5.14.9. Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.

Section 5.14.10 Leasing Cap.

- a. In addition to the foregoing restrictions, no residential Townhome Unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds fifteen percent (15%) of the total number of residential units in the Association. Should the Association disapprove of a lease by reason of this provision, the unit owner(s) seeking approval of a lease shall be placed on a leasing list maintained by the Association and offered the opportunity to lease their unit(s) in accordance with the following provisions. The Association shall maintain a list of unit owners who wish to lease their unit(s). If at any time there is an owner on such list, the Association shall not approve a residential lease within the condominium, until such person, or persons, on the list are given a reasonable opportunity to lease their unit first, pursuant to this subsection and such other rules and policies adopted by the Association. Unit owners may voluntarily place their names on the list at any time by providing written documentation to the Association of their desire to be placed on the list. Unit owners may also have their names placed on the list in accordance with the preceding provision. Names will be placed on the list in the order that notification and/or applications are received.
- b. If the maximum percentage of leased units has not been reached at the time of receipt of notification of a desire to lease, or at time of receipt of a proper lease application, and provided the proposed lease and lessee otherwise meets all other provisions of this Declaration and other applicable rules and policies regarding leasing, the Association shall approve of such lease by the Owner(s) whose name(s) appear at the top of the list. If, however, there are more applications and/or Owners desiring to lease their units than available units for lease given the percentage of permissible unit leases available in the condominium, then the Association shall notify the Owner(s), one by one from the top of the list, of the availability of their unit for lease, as existing leases expire and units become available for lease, whereupon the Owners shall have a period of fifteen (15) working days to provide a fully executed and complying lease agreement and application to the Association for approval. After passage of the fifteen (15) day time period, if a proper application is not in the hands of the Association for approval, or if the proposed lease is otherwise not in compliance with the requirements of this Declaration, or

if the proposed lease is not approved by the Association in accordance with its authority to disapprove of such a lease under these or other provisions within the Declaration, then the right of the unit owner so notified shall expire, their name(s) shall be placed at the end of the list (if they still desire to lease their unit), and the next unit owner on the list shall be notified of the opportunity to lease their unit. The same fifteen (15) day-time period shall apply to all unit owners so notified.

- c. The Association may adopt reasonable rules and regulations to implement this leasing policy.
- d. These provisions shall not apply to lease extensions or renewals for approved leases in existence as of the effective date of this amendment.
- e. Subleasing is not permitted within the Association. All renters must submit to a background check and pay a transfer fee as provided in Florida Statute 718 as amended from time to time.
- f. The Association shall require the payment of a preset application fee simultaneously with submission of an application to lease, said application fee to be set by the Board of Directors, from time to time, in conformance with applicable law.

Section 5.14.11 Management of Non-Owner Occupied Residential Units: In the event that any Owner hires any person or company to act as a property manager, leasing agent, management company or perform similar functions with respect to such Owner's Townhome Unit (a "Manager"), or in the event that any Owner's Manager changes, such Owner shall deliver written notice thereof to the Association, specifying the following information:

- a. The complete name and mailing address of the Manager;
- b. The telephone number, fax number and e-mail address of the Manager, to the extent applicable;
- c. If the Manager is a company, the name of an individual at the company who is responsible for the account; and
- d. The name and telephone number of a contact person at the Manager who should be notified in the event of an emergency involving the Residential Unit, if different than set forth above.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Manager in writing of the existence of this Declaration and to deliver copies of any Governing Documents to the Manager together with copies of any other rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Manager shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its management or leasing of the Townhome Unit.

Section 5.15 Refuse. All refuse, including, without limitation, all animal wastes, shall be regularly removed from the Units and shall not be allowed to accumulate thereon. Until removal from the Units, refuse shall be placed in closed refuse containers with operable lids so that such containers are not

open to the air. Refuse containers shall be kept clean, sanitary, and free of noxious odors. Refuse containers shall be maintained so as to not be Visible from Neighboring Property, except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection.

Section 5.16 Antennas and Satellite Dishes.

Section 5.16.1. This Section applies to antennas, satellite television dishes, and other devices ("**Receivers**"), including any poles or masts ("**Masts**") for such Receivers, for the transmission or reception of television or radio signals or any other form of electromagnetic radiation.

Section 5.16.2. As of the date of recordation of this Declaration, Receivers one meter or less in diameter are subject to the provisions of Title 47, Section 1.4000 of the Code of Federal Regulations ("**Federal Regulations**"). "**Regulated Receivers**" shall mean Receivers subject to Federal Regulations as such regulations may be amended or modified in the future or subject to any other applicable federal, state or local law, ordinance or regulation ("**Other Laws**") that would render the restrictions in this Section on Unregulated Receivers (hereinafter defined) invalid or unenforceable as to a particular Receiver. "**Unregulated Receiver**" shall mean all Receivers that are not Regulated Receivers. Notwithstanding the foregoing, a Regulated Receiver having a Mast in excess of the size permitted under Federal Regulations or Other Laws for Regulated Receivers shall be treated as an Unregulated Receiver under this Section. No Unregulated Receivers shall be permitted outdoors on any Townhome Unit, whether attached to a building or structure or on any Townhome Unit, unless approved in writing by the Association.

Section 5.16.3. All owners shall submit a written modification request to the Board of Directors for consideration regarding the installation of any Receiver or Satellite Dish, prior to installation. Any installation of a Satellite Dish or Receiver shall not be considered a material alteration, and not require the vote of the Membership. Installation of Receivers and Satellite Dishes shall not be erected or placed on any Common Elements of the Association. The Townhome Owner installing such Receiver or Satellite Dish, shall be responsible for the maintenance, repair and replacement of these improvements, and any damage caused to the Condominium Property or Unit, which interferes with the Associations ability to maintain the Common Elements or Limited Common Elements of the Association, at the Owner's sole cost and expense.

Section 5.17 Diseases and Insects. No Owner or resident shall permit anything or condition to exist upon a Townhome Unit which shall induce, breed, or harbor infectious plant diseases or noxious insects, including but not limited to swimming pools which are not kept operable and in clean condition.

Section 5.18 Lights. Except as initially installed by the Declarant, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Unit or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the New Construction Committee or Architectural Committee, as applicable.

Section 5.19. Holiday Displays. Owners may display holiday decorations only if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light

or sound emission or by causing an unreasonable amount of spectator traffic. Holiday decorations may be displayed between November 1 and January 31 of each year and, during other times of year, from one week before to one week after any nationally recognized holiday.

Section 5.20. Firearms. The use or discharge of firearms or other weapons within the Property is prohibited. The carrying of firearms or other weapons to a membership or board meeting or any other meeting or event conducted by the Association. The term "firearms or other weapons" includes, but is not limited to, "B-B" guns, pellet guns, knives, swords, cross-bows and other firearms or other weapons of all types, regardless of size.

Section 2.21. Surveillance and use of Cameras. The use of security cameras on the exterior of the Unit Owners door, such as the Ring doorbell, are permitted within the association in compliance with this paragraph. Installation of any cameras on Association Property or Common Elements are strictly prohibited. The positioning of the camera and direction of surveillance shall not invade the privacy of any Unit Owners in the building. Cameras may not be pointed at a neighbor's window and must be confined to the living space of the Unit Owner. The Association has the right to inspect any use of surveillance or camera use to ensure the privacy of other Unit Owners are not violated. Upon written demand by the Board of Directors, Unit Owners shall produce footage of the recording. The Board of Directors shall have the authority to implement reasonable policies and procedures regarding the use of these surveillance camera.

ARTICLE VI INSURANCE

Section 5.1 Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

5.1.1 Purchase, Custody and Payment

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company or provider authorized to do business in Florida.
- (b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), or the Association acting on its own behalf, and copies of all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
- (d) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Townhome Unit or Limited Common Elements appurtenant to the Townhome Unit, including, but not limited to, their personal property, and

for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Section 5.2 Coverage. The Association shall maintain insurance covering the following:

Section 5.2.1 Casualty. The Building, including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Townhome Units and required by the Act to be insured under the Association's policy(ies) - but excluding (i) all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and (ii) electrical fixtures, appliances, air conditioners or heating equipment, water heaters and built-in cabinets which are located in Townhome Units and the repair and replacement responsibility of Owners - and all Improvements located on the Common Elements or Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the "Insured Property"), shall be insured against casualty loss (excluding loss by flood and other causes excluded from typical condominium package policy) in an amount not less than 100% of the full insurable replacement cost thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

Section 5.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association.

Section 5.2.3 Worker's Compensation. Worker's Compensation and other mandatory insurance, when applicable.

Section 5.2.4 Flood Insurance. The Board of Directors shall determine the nature and amount (if any) of coverage to be obtained but as a minimum, such coverage as to satisfy mandatory requirements of federal law.

Section 5.2.5 Fidelity Insurance. As required by the Act adequate insurance or fidelity bonding covering all persons who control or disburse Association funds. The insurance policy or fidelity bond shall cover the maximum amount of funds that will be in the custody of the Association or its management agent at any one time.

Section 5.2.6 Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available and determined by the Board of Directors to be desirable.

Section 5.2.7 Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 5.3 Policy Provisions. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other

insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, if appropriate and obtainable, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Association, and that the policy shall be primary, even if an Owner has other insurance that covers the same loss.

Section 5.4 Additional Provisions. If available, all policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Townhome Units.

Section 5.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

Section 5.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit for the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and may provide that all proceeds covering property losses may be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida or one or more of the Directors or Officers of the Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

Section 5.6.1 Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units or their balcony(s), that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in subsections (5.5.2) below.

Section 5.6.2. Optional Property. Proceeds on account of damage solely to Townhome Units or their balconies and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

Section 5.6.3 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Townhome Unit Owner and mortgagee pursuant to the provisions of this Declaration.

Section 5.7. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

Section 5.7.1 Expenses of the Trust. All expenses of the Insurance Trustee shall be paid first, or provision shall be made therefor.

Section 5.7.2 Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

Section 5.7.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

Section 5.7.4. Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

Section 5.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 5.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner arising from occurrences within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The Townhome Unit Owner shall furnish proof of such insurance to the Association at time of initial purchase of a Townhome Unit and on an annual basis thereafter.

Section 5.10 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

Section 5.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

Section 5.12 Homeowner's Insurance. Each Owner shall maintain a Unit owner's policy for his or her Townhome, which insurance shall be in addition to any insurance maintained by the Association. The Association requires that each Owner provide proof of insurance on an annual basis if a mortgage does not exist on the Townhome Property.

ARTICLE VI
RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY

Section 6.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Section 6.2. Termination. If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Townhome Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and provided an instrument terminating the Condominium is first recorded in accordance with the Condominium Act, the Condominium Property shall be subject to an action for partition instituted by the Association, any Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

Section 6.3 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units, Limited Common Elements and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

Section 6.4 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit

Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

Section 6.5 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

Section 6.6 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

Section 6.7 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

Section 6.8 Townhome Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured) or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been affected shall be distributed to the Unit Owners and their mortgagees jointly in accordance with their respective share of such proceeds determined as provided in Section 14.5 above.

Section 6.9 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner stated above; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

Section 6.10 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

Section 6.11 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be affected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to all of the Owners' respective shares in the Common Elements. In the event of insufficient proceeds of insurance on Optional Property, the shortage shall be the individual responsibility of the Owners thereof.

ARTICLE VII CONDEMNATION

Section 7.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, or the amount of that award shall be set off against the sums hereafter made payable to the defaulting Owner (and if the award exceeds such sums, the Association shall have the right to bring legal action against that Owner).

Section 7.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

Section 7.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

Section 7.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit or its Limited Common Elements and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit or its Limited Common Elements shall be

used for the following purposes in the order stated and the following changes shall be made to the Condominium:

Section 7.5 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be the individual responsibility of the Owner of the Unit.

Section 7.6 Distribution of Surplus. The balance of the award in respect of the Unit or its Limited Common Elements, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

Section 7.7 Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

Section 7.7.1 add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

Section 7.7.2 divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit. No Limited Common Elements shall be used in the aforesaid calculations.

Section 7.8 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

Section 7.9 Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

Section 7.10 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

Section 7.11 Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion

of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effective by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

Section 7.12. Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Townhome Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Townhome Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Townhome Unit.

Section 7.13. Amendment of Declaration. The changes in Townhome Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking, shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

ARTICLE VIII

ENFORCEMENT, COMPLIANCE AND AMENDMENTS

Section 8.1. Enforcement. The Association, or any Owner shall have the right (but not the obligation) to enforce the terms of this Declaration and any amendment thereto. Failure by the Association, or any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. Deeds of conveyance of the Property may reference this Declaration, but whether or not such reference is made, each and all of the terms of this Declaration shall be valid and binding upon the respective grantees. Violators of any one or more of the terms hereof may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a violation shall not affect the lien of any First Mortgage. If the Association enforces any provision of the Governing Documents, the cost of the enforcement shall be paid by the violating Townhome Unit Owner, even if litigation is not initiated. In addition to any enforcement rights otherwise available to the Association by law, the Association shall have the right to enforce any provision of this Declaration by directly taking action necessary to cure or remove a breach of this Declaration; in such event, the Association shall be entitled to recover the costs incurred by the Association, including attorney fees and costs, in connection with such cure. Pursuant to such cure/removal right of the Association, the Association or its authorized agents may, upon reasonable written notice (or immediately, for willful and recurrent violations, when written notice has previously been given), enter any Townhome Unit in which a violation exists and may correct such violation at the expense of the Owner of such Townhome Unit, and the Association and its agents are hereby granted an easement for such purpose. Such expenses, and such fines as may be imposed pursuant to this Declaration, the Bylaws, or Association Rules, shall be a Specific Assessment enforceable in accordance with the provisions of this Declaration. All remedies available at law or equity shall be available in the event of any breach of any provision of this Section by any Owner, tenant or other person.

Section 8.2. Amendment. This Declaration may be amended at any time and from time to time by the Association, without the consent or joinder of the Owner or mortgagee, if such amendment (a) clarifies ambiguities or corrects scrivener's errors, (b) is required in order to cause this Declaration to comply with applicable requirements of FHA, VA, FNMA, FHLMC, or any governmental or quasi-governmental agency or authority. Otherwise, this Declaration may be amended by not less than 66 2/3 percent (66 2/3 %) of the eligible owners of the Association, who actually participate in the voting, in person or by proxy, where a quorum has been obtained at a membership meeting. A properly executed and recorded amendment may alter the restrictions in whole or in part applicable to all or any portion of the Property and need not be uniform in application to the Property.

Section 8.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Townhome Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including pre-suit and appellate attorneys' fees).

Section 8.4. Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship, or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

Section 8.4.1. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the use of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

Section 8.4.2. The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Pinellas County, the City of Clearwater and/or any other jurisdiction or the prevention of tortious activities; and

Section 8.4.3. Any provision of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Section 8.4.4. Each Unit Owner (by virtue of his or her acceptance of title to his or her Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association

has been disclaimed in this provision.

Section 8.4.5. As used in this Section, "Association" shall include within its meaning all of the Association's Directors, officers, committee and Board members, employees, successors and assigns.

ARTICLE IX GENERAL PROVISIONS

Section 9.1. Severability. Judicial invalidation of any part of this Declaration shall not affect the validity of any other provisions.

Section 9.2. Construction. The Article and Section headings have been inserted for convenience only and shall not be considered in resolving questions of interpretation or construction. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, as the context or sense requires. In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws.

Section 9.3. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally, via overnight courier delivery service or by mail, postage prepaid; if to an Owner, addressed to that Owner at the address of the Owner's Townhome Unit or if to the Architectural Committee, addressed to that Committee at the normal business address of the Association. If notice is sent by mail or overnight courier delivery service, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid. If personally delivered, notice shall be effective on receipt. Notwithstanding the foregoing, if application for approval, plans, specifications and any other communication or documents shall not be deemed to have been submitted to the Architectural Committee, unless actually received by said Committee. Any vote, election, consent or approval of any nature by the Owners or the Board, whether hereunder or for any other purpose, may, in the discretion of the Board and in lieu of a meeting of the Board or the Owners, as applicable, be held by a mail-in ballot process pursuant to such reasonable rules as the Board may specify.

Section 9.4. Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best consummate the general plan of development for the community.

Section 9.5. Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida and the municipality and County, as applicable, in which the community is located.

Section 9.6. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted

therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

Section 9.7 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

END OF AMENDED AND RESTATED DECLARATION