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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
ROUND LAKE CHALETs**

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**DECLARATION OF COVENANTS, CONDITIONS,
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FOR
ROUND LAKE CHALETS**

THIS DECLARATION, is made this 13th day of October, 2005, by FARWEST PROPERTIES, LLC, a Florida limited liability company, hereinafter referred to as "Developer",

RECITALS:

- A. Developer is the owner of the hereinafter described land, located in Pinellas County, Florida:

See Exhibit "A" attached hereto and made a part hereof by reference.

B. Developer desires to create on said lands an exclusive townhome development to be named ROUND LAKE CHALETS, and desires to establish certain rights and restrictions pertaining to the properties, and to provide for the maintenance of Common Areas, and other community facilities.

C. Developer will incorporate under the laws of the State of Florida as a non-profit corporation, an association to administer and enforce the terms and provisions of this said Declaration, to be named ROUND LAKE CHALETS PROPERTY OWNERS ASSOCIATION, INC.

D. Developer intends to develop ROUND LAKE CHALETS as a community of single-family attached townhomes.

- E. Developer desires to subject ROUND LAKE CHALETS to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby declares that ROUND LAKE CHALETS Property described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, ROUND LAKE CHALETS Property and be binding on all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the following terms are defined as follows wherever used in this Declaration:

Section 1. "Association" means ROUND LAKE CHALETS PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "Developer" means FARWEST PROPERTIES, LLC, a Florida limited liability company, its successors and permitted assigns.

Section 4. Documentation. The legal documentation for ROUND LAKE CHALETS consists of this Declaration, all Future Declarations, the Association's Articles of Incorporation, a copy of which is attached hereto as Exhibit "B", the Association's By-Laws, a copy of which is attached hereto as Exhibit "C" and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property:

(a) "Declaration" means this Declaration and all applicable Future Declarations, as from time to time amended.

(b) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(c) "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

Section 5. "FHA" shall mean and refer to the Federal Housing Administration.

Section 6. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Unit and who has notified the Association of its holdings.

Section 7. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 8. "Future Declaration" means any declaration hereafter recorded for the purpose of extending the provisions of this Declaration to any lands other than the Property, and shall include within its definition any amendment(s) to this Declaration.

Section 9. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 10. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 11. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Unit, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or stated chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 12. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality

thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, in effect as of the date of recordation of this Declaration.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Unit as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 14. "Common Area/Community Property" shall mean all real property, including improvements thereto, owned by the Association, the Developer, or its assigns, for the use and benefit of the Owners or the Association, or areas of easement held in favor of the Association or administered thereto by the Association for the common use and enjoyment of the members of the Association. The Common Areas may include streets, walkways and parking areas, landscaped areas outside the units, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, wetlands, conservation areas, or retention areas contained in the Property. The landscaped or decorative entrance, if any, is on property owned by the Developer, has a residential land use designation, and is to be used as common property for the development, and will be maintained by the Association under Article IV, Section 1, The Common Property, of the Declaration. Common Area(s) may sometimes be called or referred to as Community Property.

Section 15. "Owner" means the record Owner, whether one or more persons, of the fee simple title to any Unit, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Section 16. "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

Section 17. "Plat" means the recorded plat of ROUND LAKE CHALETS, per Plat Book 127, Page 91, public records of Pinellas County, Florida.

Section 18. "Property" means the real property that is subject to this Declaration, as described herein and such additional lands to which this Declaration may be extended from time to time as provided herein.

Section 19. "Recorded" means filed for record in the public records of Pinellas County, Florida.

Section 20. "Surface Water Management System Facilities" means the surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 21. "The Work" means the initial construction of improvements, including dwelling units, common area amenities, landscaping and hardscaping upon all or any portion of the Property for a residential community, through completion of construction and the sale and/or leasing thereof by Developer.

Section 22. "Unit" means any plot of land within the Community whether or not improvements are constructed thereon, which constitutes or will constitute after the construction of improvements a single dwelling site. The ownership of each Unit shall include exclusive right to use and possession of any and all portions of the heating and air conditioning units which are appurtenant to and serve each Unit

(including but not limited to, compressors, conduits, wires and pipes) and any porch, deck, patio, steps wall, roof, foundation, sunroom or any similar appurtenance as may be attached to a Unit when such Unit is initially constructed and there shall automatically pass with the title to each Unit as an appurtenance thereto, whether or not separately described, membership in the Association and all rights and interests of an Owner in the Common Property as provided herein.

Section 23. "VA" shall mean and refer to the Veterans Administration.

Section 24. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday. Unless the context expressly requires otherwise, the terms "Common Property", "Unit", and "Property" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Property that is appurtenant to, and shall pass with, the title to every Unit, subject to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property.

(b) Suspension: Fines. Subject to notice and hearing as may be required by law and as set forth in Article VII, Section 6 of the Bylaws, the Association's right: (i) to suspend any Owner's right to use the Common Property (other than private streets) and any such recreational or other facilities for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and (ii) to fine an Owner, tenant, guest or invitee of an Owner, not to exceed \$100.00 per violation of this Declaration, the Articles, By-laws or any duly adopted rule of the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

(c) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication, transfer or mortgage shall be approved by the Association.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Property, as hereinafter provided.

(e) Mortgage. Common Property may not be mortgaged or conveyed except upon the consent of at least two-thirds (2/3rds) of the Unit owners, excluding the Developer. This limitation shall not restrict the Developer from granting non-exclusive easements for utilities, ingress, egress or for conservation within the common properties.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Property to: (i) all family or household members of such Owner; (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or purchasers, provided the foregoing actually reside upon such Owner's Unit. Any delegation to tenants or invitees of any of the foregoing is subject to the Association's rules and regulations.

Section 3. Right of Access and Private Streets. To the extent that any Owner of any Unit lacks legal access to a dedicated public street, such Owner has an easement for pedestrian and vehicular ingress and egress over, across and through the Common Property to a dedicated public street. Such easement is exclusive as to any driveway situated in whole or in part upon the Common Property and servicing such Owner's Unit exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to and from such Owner's Unit. All streets within the ROUND LAKE CHALETS development shall be private streets, owned by the Association as Common Property. Maintenance, replacement and repair shall be a cost or expense of the Association, with easements and rights of use as to said private streets, existing on a non-exclusive basis for all unit owners, their guests, licenses, invitees, and other entities as otherwise set forth in this Declaration. In no event is it intended that such easements shall exist for the benefit of the general public.

Section 4. Traffic Regulations. All vehicular traffic on the private streets in the community shall be subject to the provisions of the state and local laws concerning the operation of motor vehicles on public streets.

Section 5. Rights of Use. The Association additionally may assign to any Unit or Units an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Association upon the Common Property, for the use of any or all Owners severally. If any such facility is not available for use by all Owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the Units granted such exclusive right of use as provided in Article V, Section 6, of this Declaration.

Section 6. Reciprocal Easements. There are reciprocal appurtenant easements between each Unit and such portion or portions of the Common Property adjacent thereto, and between adjacent Units, for the maintenance, repair and reconstruction of any party wall or walls, as provided in this Declaration and to allow access for maintenance, repair and reconstruction of any utilities or any other common facilities or to allow the Association to perform its obligations hereunder or as required by law; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer as part of the Work, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any Owner, tenant or the Association.

If any portion of the Common Property by virtue of the Work performed by the Developer encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit by virtue of the Work performed by Developer encroaches upon the Common Property or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Property or on the Units for the purposes of marketability of title. In the event a building on the Common Property or a Unit or any portion thereof is destroyed and then rebuilt, the Owners of the Unit or Units agree that minor encroachments of parts of the Common Property, or other Units, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

Section 7. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Future Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Unit enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article or by any Future Declaration, its benefit nevertheless is exclusive to all Units granted such benefit by this Article, or by such Future Declaration, unless this Article, or such Future Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

Section 8. Utility Easements:

(a) Developer hereby dedicates and establishes easements as to those portions of the Common Property where utility facilities may be installed for use by all utilities including water, sewer, stormwater drainage, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any Recorded subdivision plat of the Property or other Recorded instrument defining the same. In the absence of such express designation, such easements are located and extend seven and one-half (7 ½) feet on either side of the centerline of each facility respectively installed by each utility within the Common Property as part of the Work prior to the conveyance of such portion of the Common Property by Developer to the Association; however, no portion of the Common Property occupied by any building installed by Developer as part of the Work is included within any easement area. Subsequent to Developer's conveyance, additional easements may be granted by the Association for utility purposes only as provided in Section 1 (c) of this Article. In the event any City, County or any utility fails to repair any damage to the Common Property caused by the installation or repair of its facilities, then the Association shall make such repairs.

(b) The Common Property as provided in Article I is defined to include easements under each Unit for the benefit of each respective Unit Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Units, which easements shall be maintained exclusively by the Association.

Section 9. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the Plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable

provisions of this Declaration.

Section 10. Use of Units:

(a) Antennas. No exterior antenna, receiving dish, or similar apparatus of any kind for receiving or transmitting radio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Unit unless approved in accordance with the provisions of Article VI hereof.

(b) Land Use and Building Type. No Unit shall be used except for residential purposes. Leasing of a Unit for residential occupancy shall not be considered a business or business activity. No trade or business activity may be conducted from a Unit, except that the Owner or Occupant residing in the Unit may conduct business activities within the Unit so long as the business activity (a) does not otherwise violate the provisions of the Declaration and Bylaws; (b) does not increase traffic flow or parking construction; (c) conforms to zoning requirements; (d) does not increase insurance premiums paid by the Association; (e) is consistent with the residential character of the Community; (f) does not constitute a nuisance or a hazardous or offensive use; and (g) does not threaten the security or safety of other residents of the Community, all as may be determined in each case in the sole discretion of the Board. No building shall be erected, altered, placed or permitted to remain on any Unit other than one single-family townhome or attached dwelling not to exceed height as authorized by zoning, governmental approvals or other regulations, applicable to said Unit.

(c) Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(d) Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure, storage shed, basketball goal, baseball or tennis pitching machines, nets or batting cages, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Unit at any time, or used on any Unit at any time as a residence, either temporarily or permanently, except as otherwise expressly authorized herein. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by landscaping or a decorative wall approved by the Architectural Control Committee hereinafter referred to.

(e) Damage to Buildings. In the event a dwelling unit located on a Unit is damaged, through an act of God or other casualty, the Unit Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Unit Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

(f) Commercial Trucks, Trailers, Campers and Boats. No trucks in excess of three-quarters (3/4) ton, vehicles containing commercial lettering, vehicles including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any

place on any Unit, except only during the periods of approved construction on said Unit. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited.

(g) Fences. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its assignee, or except any fence approved by the Architectural Control Committee.

(h) Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Unit except in areas designated for such purpose; provided, however, that the requirements from time to time of the City of St. Petersburg, Florida or County of Pinellas for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

(i) Drying Areas. There shall be no outside drying areas for clothing, laundry, or wash.

(j) Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Unit or other improvements. All valid Laws shall be strictly observed.

(k) Mailboxes on Common Property. The Board of Directors, from time to time may regulate the type, or location, of individual mailboxes located on common property. To the extent there are individual mailboxes, even though located on common property, the costs of installation, maintenance, repair and replacement shall be that of the individual Owner using the facility. In the event the Developer or the Association shall ever create mailbox facilities that are consolidated, and serving multiple Owners, then in such event the cost of installation, maintenance, repair and replacement shall be that of the Association.

(l) Window Treatments. Within thirty (30) days of purchase, a Unit Owner shall install tasteful drapes, curtains or other window treatment. All window treatments visible from the outside of the Unit shall be white or off-white in color, unless otherwise approved in accordance with Article VI hereof. No foil or other reflective materials are to be used on any windows for sunscreens, blinds, shades or any other purpose. No windows within a dwelling unit may be tinted without the consent of the Architectural Control Committee. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, towelings or other similar temporary covering.

(m) Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, subject to notice and hearing as required by law and set forth in Article VII, Section 6 of the Bylaws, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. This assessment shall be considered the same as specific assessments and may be enforced in the same manner, including filing and foreclosure of lien by the Association.

Section 11. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except a maximum of one (1) dog, a maximum of two (2) cats, and other customary household pets may be kept on Units subject to rules and regulations adopted by the Association, provided such animals are not kept, bred or maintained for any commercial purpose. Dogs shall at all

times when outside the unit be kept on a leash or otherwise under control. All pets shall be registered, licensed and inoculated if required by law. Animal control authority is permitted to enter the Community and remove unlicensed pets. Owners shall not allow any animal waste to remain on the Common Property maintained by the Association. No exterior pens for household pets shall be erected or maintained on the Common Property.

Section 12. Parking Rights, Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks, Common Property, private streets located in the Community or any portion of a Unit other than the driveways and garages constructed for such purpose. No motor vehicle, motor home, boat or other equipment shall be repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. While the Developer still owns Units for sale, or under construction on the Property, Developer shall have the right to set aside areas for its exclusive use on the Property for business and customer parking.

Section 13. General Restrictions. Except as expressly provided in this Declaration or with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Property nor shall anything be kept or stored on the Common Property.

(b) Alterations. Nothing shall be altered on, constructed upon, or removed from the Common Property.

(c) Activities. No activity shall be permitted in or upon the Common Property.

(d) Signs. Subject to the Association's right to reasonably approve the form or type of signage, an Owner may install a single Unit "For Sale" sign, not to exceed 2' x 2', indicating that the property is for sale or for lease, but no other signs of any kind, or pendants, flags, or other commercial displays shall be displayed to the public view within the Property except those as may be allowed upon application to and approval of the Architectural Control Committee, or used by the Developer incident to development and sales. Notwithstanding anything contained herein to the contrary, an Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Notwithstanding anything contained herein to the contrary an Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home.

Section 14. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any such damage or waste caused by such Owner, or by any family or household member residing on such Owner's Unit. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section. The indemnification provisions of this Section shall in no way be construed to make an Owner an insurer of the Association or the Common Property. The Association shall be responsible for

insuring itself and the Common Property all in accordance with this Declaration.

Section 15. Rules and Regulations. No Owner or other Person residing within the Property or invitees shall violate the Association's rules and regulations for the use of the Units or the Common Property, and all Owners and other Persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Future Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

Section 16. Ownership Rights Limited to those Enumerated. No transfer of title to any Unit shall pass any rights in and to the Common Property except as expressly enumerated in this Declaration or any applicable Future Declaration. No provision in any deed or other instrument of conveyance of any interest in any Unit shall be construed as passing any such right, title and interest except as expressly provided in this Declaration or applicable Future Declaration. The conveyance of the Common Property to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Unit is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Common Property, notwithstanding the fact that any Unit also is shown or described as abutting the same.

Section 17. Provisions Inoperative as to the Work. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer, its transferees, or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the Property owned or controlled by the Developer, or its transferees, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

(a) Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or

(b) Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or

(c) Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Property in parcels.

As used in this Section, the term "its transferees" specifically does not include purchasers of Units improved as completed residences. Developer hereby reserves temporary easements over, across and through the Common Property for all uses and activities necessary or convenient for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Property, or to interfere unreasonably with any use of the Common Property, from time to time authorized by the Association. Such easements shall continue so long as Developer prosecutes the Work with due diligence and until Developer no longer offers any Unit within the Property for sale or lease in the ordinary course of Developer's business.

Section 18. Access by Certain Parties. The United States Postal Service, the Association, and all other public and quasi-public agencies and utilities furnishing any service to the Association or to any Unit within the Property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the Common Property that from time to time are improved or maintained for such purpose. Every public or private agency furnishing police, security, fire, ambulance and other emergency services and any public or private agency furnishing trash and/or garbage removal services to any Unit within the Property, or to any Person within the Property, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Common Property to the extent reasonably necessary to provide such service.

Section 19. Access by Association. The Association has a right of entry onto the exterior of each Unit to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each Unit for the purpose of servicing the utility easements described in Article II, Section 8(b), or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Unit shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 20. Enforcement. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, if any commercial, recreational or other vehicles are parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time, the Board may place a notice on such vehicles stating the nature of the violation and stating that after 24 hours, the vehicle may be towed. Such notice shall include the name and number of the entity to do the towing and the name and number of the person to contact regarding the alleged violation. If after 24 hours or if the violation continues again within six (6) months of such notice, the Board may have the vehicle towed without further notice to the Owner or user of such vehicle. If any vehicle is parked in the fire lane, blocking another vehicle, obstructing the flow of traffic, parked on a grassy area or otherwise creates a hazardous condition, such vehicle may be towed immediately and no notice shall be required. If a vehicle is removed in accordance with this Section, the Owner of the Unit to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Unit to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recover of the towed or removed vehicle shall be borne sole by the Owner or the operator of the towed or removed vehicle.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit is a member of the Association. If title to a Unit is held by more than one Person, each such Person is a member. An Owner of more than one Unit is entitled

to one membership for each Unit owned. Each membership is appurtenant to the Unit upon which it is based and is transferred automatically by record conveyance of title to that Unit. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Unit; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Association has two (2) classes of membership, Class "A" Members and Class "B" Members, as follows:

(a) Class "A." Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership under Section 1 hereof; provided, however, there shall be only one (1) vote per Unit. In any situation where a Person is entitled personally to exercise the vote for his Unit and more than one (1) Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B." The Class "B" Member shall be the Developer, its successors or assigns. The Class "B" Member shall have three (3) votes for each Unit which it owns until the end of the Class "B" Control Period, as hereafter defined. Thereafter, the Class "B" Member shall have one (1) vote for each Unit which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere herein and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of the Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under the By-Laws. Upon the conveyance of the last Unit owned by the Developer, its successors or assigns, to an Owner, this Class "B" membership shall cease to exist.

Section 3. Definition of Class "B" Control Period. The Class "B" Control Period shall commence with the execution of this Declaration by Developer and expire upon the first to occur of the following:

(a) Three months after ninety (90%) percent of the Units in all phases of ROUND LAKE CHALETS that will ultimately be operated by the Association have been conveyed to Owners other than the Developer, any builders, contractors or other parties who purchased a Unit for the purpose of constructing improvements thereon for resale;

(b) Five (5) years after the date this Declaration is recorded in the public records of the county where the property is located; or

(c) When, in its discretion, the Class "B" Member so determines.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration or any Future Declaration. Developer intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and By-Laws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration or any Future Declaration control anything in the Articles of Incorporation or By-Laws to the contrary.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND OWNERS

Section 1. The Common Property. Subject to the rights of Owners set forth in this Declaration and any Future Declaration, the Association has exclusive management and control of the Common Property and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Property include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and personal property installed thereon by Developer as part of the Work. The Association's duties also include the duty to repair under the circumstances outlined in this Article.

Section 2. Unit Maintenance:

(a) Responsibility of Association. The Association shall provide maintenance upon each Unit and each Unit is subject to assessment for such maintenance, including but not limited to: (i) the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement and maintenance of common area improvements, roofs, gutters, patios, lawns [recurring mowing and fertilization as the Association shall determine], trees, shrubs, landscaped areas including any partially enclosed front yards of Units, walks, fences, and other exterior improvements installed by Declarant as part of the Work, and their replacements; (ii) the exclusive right to painting and repair of exterior building surfaces, every ten (10) years, or more often if deemed necessary by the Board of Directors, the initial such time period to commence from the date that the first Unit is sold to a residential Owner; (iii) repair, replacement, and maintenance of the utility easements located under each Unit as described in Article II; (iv) the right, if the Association so decides, to provide termite protection and/or repairs for termite damages; and (v) the right to maintain irrigation systems within the Common Property. The Association's duty of exterior maintenance does not include: glass surfaces; replacement of exterior doors or any trees, shrubs, lawns or landscaped areas, except that the Association will maintain and replace any hedge or other landscaping, if any, installed by Declarant as part of the Work along the boundary between any Unit and the Common Property. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Unit within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Units shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the maintenance standards established in the Declaration.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows,

the cost for which each Owner shall be individually responsible: (i) repair or replacement of all glass surfaces on his/her Unit; (ii) replacement of exterior doors; (iii) replacement of any trees, shrubs, lawns or landscaped areas of an Owner's respective Unit; (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Unit of an Owner; (v) repair or replace any property whether upon such Owners Unit or any other Unit, or the Common Property, which repair or replacement is required because of any negligence or the willful act of such Owner or any member of such Owner's family or household, or any invitee of such Owner; (vi) the cost of labor and materials for replacement of roofs on individual Units in excess of the reserves established for such purpose pursuant to Article V, Section 2 hereof; and (vii) washing of lead walks, driveways and exterior building surfaces. All maintenance performed by the Owner shall be at least up to the maintenance standards established in the Declaration.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Unit under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Unit that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Unit; or (iii) any maintenance, repair or replacement, whether upon such Owner's Unit, or any other Unit or Common Property, is required because of any negligent or willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Unit; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than two-thirds (2/3rds) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Unit in the manner provided by Article V, Section 6, of this Declaration. Should the Association fail or elect to not undertake such maintenance, replacement or repairs on behalf of the Owner, then the Association after reasonable prior notice to such Owner and the Association, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than two-thirds (2/3rds) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owners Unit.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any Future Declaration, or its Articles, By-Laws, rules and regulations. The Association may contract with others to furnish trash collection, lawn care, Common Property maintenance, and any other services or materials, or both, to all Units, or to any group of Units; provided, however, if such services or materials, or both, are furnished to less than all Units, then:

- (i) only those Units enjoying the benefit thereof shall be assessed for the cost thereof, as provided in this Declaration; and
- (ii) provided further, each such Owners consent shall be required.

Section 4. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Units, the Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Future Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owners choosing.

Section 6. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any Future Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Section 7. Restriction on Capital Improvements. Except for replacement or repair of items installed by Developer as part of the Work, and except for personal property related to the Common Property, all capital improvements to the Common Property shall be approved by two-thirds of the Class A members and by two-thirds of the Class B members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in this Declaration. The Association may not authorize capital improvements to the Common Property without Developer's consent until termination of the Class "B" Control Period as described in Article III. At all times hereafter, all capital improvements to the Common Property, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the Common Property shall be approved by two-thirds (2/3rds) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in this Declaration.

Section 8. Dispute Resolution. Disputes between the Association and an Owner regarding the use of or changes to the Unit or common areas and other covenant enforcement disputes, disputes regarding amendments to the Association documents, disputes regarding meetings of the Board and committees appointed by the Board, membership meetings not including election meetings and access to the official records of the Association shall be filed with the Division of Florida Land Sales, condominium, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") for mandatory mediation before the dispute is filed in court. Mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and are privileged and confidential to the same extent as court-ordered mediation. Persons who are not parties to the dispute may not attend the mediation conference without the consent of all parties, except for counsel for the parties and a corporate representative designated by the Association. When mediation is attended by a quorum of the Board, such mediation is not a Board meeting for purposes of notice and participation as set for in Article VI, Section 4 and Section 5 of the Bylaws. The parties shall share the costs of mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise. The petitioner shall initially file with the department upon filing the disputes, a filing fee of \$200, which shall be used to defray the costs of the mediation. If the mediation is not successful in resolving all issues between the parties, the parties may file the unresolved dispute in a court of competent jurisdiction or

elect to enter into binding or nonbinding arbitration pursuant to the procedures set forth in Section 718.1255 of the Florida Statutes. If all parties do not agree to arbitration proceedings following an unsuccessful mediation, any party may file the dispute in court.

Section 9. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or stormwater management system(s) shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation of the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association may contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing maintenance company. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the Southwest Florida Water Management District.

(b) No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Developer, the Association, the County and/or City as appropriate, or the Southwest Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Developer, the Association, the appropriate governmental permitting agency, Southwest Florida Water Management District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Unit shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management Systems. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System without the prior written consent of the Association, the appropriate governmental permitting agency, and the Southwest Florida Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the Southwest Florida Water Management District, the cost of which shall

be paid for by such Owner as a Special Assessment.

(f) The Southwest Florida Water Management District and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water/Stormwater Management System.

(g) No Owner of property within the Property may construct or maintain any building, dwelling unit, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved Permit and Recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District and the appropriate governmental permitting agency, pursuant to Ch. 40, Fla.Adm.Code.

(h) The Association shall exist in perpetuity; however, the articles of incorporation shall provide that if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

(i) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. Any amendment of the Declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District. If the Association ceases to exist, all of the Unit owners, shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

(j) For projects which have on-site wetland mitigation which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Unit owned within the Property, Developer hereby covenants, and each Owner of any Unit by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association: an Annual General Assessment, as defined in Section 2 of this Article; Special Assessments for Capital Improvements, as defined in Section 5 of this Article; Special Assessments for property taxes levied and assessed against the Common Property as defined in Section 4 of this Article; Specific Assessments against any particular Unit that are established pursuant to any provision of this Declaration or applicable Future Declaration as provided in Section 6 of this Article; assessments for the cost of maintenance and operation of the Surface Water or Stormwater Management system, as set forth herein, and as specifically provided for in Article IV above, and all excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article, and any and all assessments due or payable under any Community Development District pertaining to the said Property.

All of the foregoing, together with interest at eighteen (18%) percent per annum as computed from the date the delinquency first occurs and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Unit against which each assessment is made; provided, however, in no event shall this interest rate exceed the maximum allowable by law. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Unit when such assessment arose. Such personal obligation for delinquent assessments shall not pass to an Owner's successors in title who are not affiliated with the Owner or related to the Owner by marriage, blood, or adoption, unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Unit. No First Mortgagee who obtains title to a Unit pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments due the Association which accrued prior to such acquisition of title.

Section 2. Purpose of Assessments: Annual Budget. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Common Property and for the operation of the Association and to fulfill the terms and provisions of this Declaration, the Articles of Incorporation and the By-laws, as from time to time amended. Each Unit shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made.

The Association shall prepare an annual budget, which must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget may contain reserves for capital improvements. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another party. The Association shall provide each Owner and the Association with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The copy must be provided within ten (10) days after written request.

Assessments shall be in an equal amount for each Unit, with the exception of any Specific Assessments, which may be specific to the Unit being assessed. The Annual General Assessment shall be made on a calendar year basis, collected monthly unless the Board shall determine otherwise as provided in Section 3 below.

To effectuate the foregoing, the Association shall levy the Annual Assessment composed of the following:

- (a) **Annual General Assessment.** An Annual General Assessment to provide and be used for the operation, management, maintenance, painting, repair and servicing of the property, services and facilities related to the use and enjoyment of the Common Property, including the payment of taxes and insurance on the Common Property and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association (including reserves for any and all of the foregoing).

Section 3. Maximum Annual Assessment. The amount of the Annual Assessment, as determined generally in accordance with the foregoing Section 2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the calendar year. Written notice of the assessment shall be given to every Owner. The Annual Assessment shall be payable in twelve equal monthly installments due on the first business day of each month beginning the first business day of January, unless the date is otherwise established by the Board of Directors from time to

time. The Board of Directors of the Association may in its own discretion amend the manner in which assessments are collected to quarterly, semi-annually, annually, or any other manner as may be required to fit the needs of the Association. If any Owner defaults in payment of any installment for a period of thirty (30) days, the Association, at the option of its Board of Directors, may declare the unpaid balance immediately due and payable.

The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum Annual Assessment may not be increased above ten (10%) percent absent a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly convened for this purpose.

Section 4. Property Taxes. Because the interest of each Owner in the Common Property is an interest in real property appurtenant to each Unit, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Property, Developer intends that the value of the interest of each Owner in the Common Property entitled to its use be included in the assessment of each such Unit for local property tax purposes. Developer further intends that any assessment for such purposes against the Common Property shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Units. If the local taxing authorities refuse to so assess the Common Property with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Property in excess of Five Hundred Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Property shall be divided by the number of Units within the Property, and the quotient shall be the amount of such special assessment against each Unit. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Property, including related fixtures and personal property, provided that any such assessment with respect to the Common Property is approved by two-thirds (2/3rds) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose.

Section 6. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Unit, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable Future Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Association against such Owner's Unit after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 7. Uniformity of Assessments. The Annual Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the Property.

Section 8. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or By-Laws, to the contrary, the Developer shall be excused from the payment of its share of operating expenses and assessments (including, without limitation, the assessments described in Article V, Section 1 hereof) during the Class "B" Control Period, provided that Developer shall pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association. Upon transfer of title of a Developer-owned Unit, such Unit shall be assessed in the applicable amount established against Units owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Units from which Developer derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar Units owned by Class "A" members of the Association, prorated as of, and commencing with, the date of execution of the rental agreement or Mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Commencement of Annual Assessment. The Annual Assessment commences as to all Units on day of closing, the transfer of title by Developer of a Unit to an Owner other than Developer. The first Annual Assessment against any Unit shall be due and payable and prorated as of the closing date. Regardless of when the Annual Assessment commences as to any Unit, such Unit shall be deemed "subject to assessment" within the provisions of this Declaration, the Association's Articles of Incorporation and By-Laws, from and after the date this Declaration has been Recorded. Upon demand, and for a reasonable charge, the Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Unit has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

In addition to prorating annual assessments, upon the date of closing as herein above provided, there shall be due and payable at closing, in addition to prorations of the Annual Assessment, an initial, one (1) time assessment (the "Initial Assessment"), which shall be paid to the Association and may be used for normal operation purposes or as the Association may from time to time determine.

Section 10. Lien for Assessment. The Association shall have a lien for all unpaid assessments or other costs or charges hereunder for which a lien is authorized. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (ii) the lien or charge of any First Mortgage of record (meaning any Recorded Mortgage with first priority over all liens and Mortgages) made in good faith and for value and (iii) any lien permitted pursuant to the Declaration.

Section 11. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) percent per annum from the due date; provided, however, in no event shall this interest rate exceed the maximum allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Unit. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Property or by abandonment of such Owner's Unit. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien, or its priority.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from

time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Unit that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, or to acquire such Unit by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Unit as its owner for purposes of resale only. During the period in which a Unit is owned by the Association following foreclosure:

(a) no right to vote shall be exercised on its behalf;

(b) no assessment shall be levied on it; and

(c) each other Unit shall be charged, in addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Unit had it not been acquired by the Association as a result of foreclosure. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 13. Homesteads. By acceptance of a deed thereto, the Owner of each Unit is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead as provided in Article X, Section 4, of the Constitution of the State of Florida or any successor provision.

Section 14. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage and any assessment lien arising pursuant to the Declaration. Sale or transfer of any Unit does not affect the assessment lien, except that the sale or transfer of any Unit pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that became due prior to such sale or transfer. No such sale or transfer relieves such Unit from liability for assessments thereafter becoming due, or from the lien thereof, nor does it relieve the Owner who incurred the liability of any personal liability therefrom. The Association shall report to any holder of an encumbrance on a Unit any assessments remaining unpaid for more than thirty (30) days and shall give such party thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Unit; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the Unit encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrances holding a lien on a Unit may pay, but is not required to pay, any amounts secured by the lien created by this Article; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Section 15. Collection and Remittance of Association Assessments. Purely as an accommodation to the Owners, the Association may, at its discretion, direct the Owners to pay to the Association the assessments assessed against the Owners by the Association pursuant to the Declaration, and the Association shall remit such payments to the Association. The Association's performance of this function shall not, however, impose any obligation or duty upon the Association to collect such assessments or to pay such assessments on behalf of any Owner in the event an Owner fails to pay the assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee (sometimes referred to herein as the "Committee"), composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds.

Section 2. Committee Authority. (a) The Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Property as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Future Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Declaration and any applicable Future Declaration; and (ii) if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association. Notwithstanding the foregoing, any architectural control review required by the Declaration shall be undertaken by the Owner in connection with any improvements and approval of any action by the Committee hereunder shall not be deemed approval under the Declaration. (b) No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Unit, including that portion of any Unit not actually occupied by its improvements, except for replacement of items installed by Declarant as part of the Work; unless approved by the Architectural Control Committee. No Owner may undertake any exterior maintenance of his Unit that is the duty of the Association, as provided by this Declaration, without the Committee's prior approval. No exterior door or glass surface may be replaced by any Owner without the Committee's prior approval unless the replacement is identical to that utilized by Declarant as part of the Work. Nothing may be kept, placed, stored or maintained upon the exterior of any Unit, including any portion of any Unit not enclosed by its improvements thereon without the Committee's prior approval. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Section 3. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within the sixty (60) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the Owner's providing reasonable security that the

contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Unit have been approved by the Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for review by the Board of decisions of the Architectural Control Committee, or any subcommittee, at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in Person and by a representative of such Owner's choosing.

Section 4. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 5. Developer Consent and Reserved Rights. So long as Developer is a Class "B" Member of the Association, all actions of the Architectural Control Committee require Developer's written approval. The Developer is specifically exempt from the restrictions set forth in this Article VI and the Developer may approve construction plans as to any Unit.

Section 6. Variances. Notwithstanding anything to the contrary contained herein, the Architectural Control Committee is authorized to grant individual variances from any of the provisions of this Declaration, Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the community.

ARTICLE VII PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS

Section 1. General Rules of Law to Apply. Any wall built as a part of the Work upon the Property and placed on the dividing line between Units is considered to be a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall or roof, shall be shared by the Owners who make use of the wall and roof in proportion to such use. The Association may include a reserve for roof replacement in the Annual Maintenance Assessment. In the event this reserve is insufficient to replace a roof on a unit, the Owner of

the unit will be assessed for the shortfall, subject to any applicable prorations as provided in the preceding sentence.

Section 3. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore it or have it restored, but in either event, only in conformity with all applicable codes and subject to approvals by the Architectural Review Board; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Unit affected and shall pass to and bind each such Owner's successors in title.

Section 6. Number of Dwellings. No portion of the Property may be combined or resubdivided in any manner so as to increase the number of dwellings on the Property from those established by the Plat of the Property.

ARTICLE VIII OPERATION AND EXTENSION

Section 1. Effect Upon Platted Property. From and after the date this Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association and each Owner.

ARTICLE IX INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Property, shall be covered by the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Property shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage:

(i) Casualty. All buildings and improvements in the Common Property and all personal property included in the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as

determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(ii) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

(iii) Worker's Compensation Policy. To meet the requirements of law.

(iv) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Property shall be repaired or replaced.

Section 3. Condemnation. In the event that any portion of the Common Property shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Property by condemnation 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 Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

Section 4. Insurance on Units. Each Owner of a Unit shall obtain insurance coverage upon the Unit.

ARTICLE X LEASES

In order to insure a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the Property, the leasing of a Unit by any Owner other than the Developer shall be subject to the following provisions:

Section 1. Leases. A Unit shall not be rented for a period of time of less than one year, nor to more than one family pursuant to any single lease. Leases shall not be assignable except at the end of any one year term. A Unit shall not be rented without prior written approval by the Association, which approval shall not be unreasonably withheld. The Association shall have the right to require that a uniform form of lease be used by all Owners. The approval of any lease shall not release the Owner from any obligations under this Declaration. All lessees shall require lessees to acknowledge receipt of the Declaration, Bylaws, use restrictions and rules and regulations of the Association and shall obligate Lessee's to comply with the foregoing.

Section 2. Transfer or Lease to Corporate Entity. If the purchaser, transferee or lessee of a Unit is a corporation, partnership, or other legal entity, approval of the sale, transfer or lease may be conditioned upon the approval by the Association of the proposed occupants of the Unit.

Section 3. Unauthorized Lease Void. Any lease not authorized pursuant to this Article shall be void, unless subsequently approved by the Association.

Section 4. Association Held Harmless. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval.

Section 5. Application Fee. The Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

Section 6. Conveyance by Mortgagee or Developer. The provisions of this Article shall not apply to any sale, transfer, or lease of a Unit by:

- (a) the Association;
- (b) a transfer to or purchase by a Mortgagee, and/or its assignee or nominee, that acquires its title as a result of owning a mortgage upon the Unit concerned, whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings;
- (c) to a transfer, sale or lease by a Mortgagee, and/or its assignee or nominee; or
- (d) by the Developer.

In all such events, the Association, Mortgagee, Developer and/or its assignee or nominee shall be allowed to freely sell or lease its Unit without the necessity of approval by the Association or the payment of any application fees.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or any Future Declaration or both. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate

proceedings, if any. If the Association enforces the provisions of this Declaration against any Owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such Owner's Unit. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

Section 2. Litigation. After the Class "B" Control Period expires as provided for herein, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all members concerning matters of common interest to the Owners. Further, the Association may defend actions in eminent domain or bring inverse condemnation actions. Prior to commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must first obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. This subsection does not limit any statutory or common-law right of any individual Owner or class of Owners to bring any action without participation by the Association.

Section 3. Provisions Run with the Land. The provisions of this Declaration shall run with and bind the Property and all other lands to which it is extended, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50th) anniversary of the date hereof, whereupon they automatically shall be extended for successive periods of ten (10) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after such fiftieth (50th) anniversary date, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is Recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions.

Section 4. Severability. Invalidation of any particular provision of this Declaration, or any Future Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Section 5. No Discrimination. No action shall be taken by the Association of the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

ARTICLE XII AMENDMENTS

Section 1. Prior to the conveyance of the first Unit to an Owner other than Developer, Developer may unilaterally amend this Declaration. After such conveyance and before the Class "B" control period has terminated, Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is:

- (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, variances or special exceptions granted by any

government or agency as to the development, or judicial determination;

(b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Unit;

(c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration, or the Department of Housing and Urban Development, to enable such lender or purchaser to make, guaranty or purchase mortgage loans on the Unit; or

(d) necessary to enable any governmental agency or reputable title insurance company to insure mortgage loans on the Unit; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. Until the expiration of the Class "B" Control Period, Developer may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner, in which event the joinder of the affected Owner(s) is required.

Section 2. At any time the Developer reserves the right, in its sole discretion, to make amendments to the Declaration, the Articles and the By-Laws, to conform to FHA/VA, HUD or other requirements, for lending purposes.

Section 3. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, by at least two-thirds (2/3rds) of the total Class "A" Members in the Association in addition to the Developer's approval, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be Recorded in the public records of Pinellas County, Florida and shall contain a certificate of the Association that the requisite approval has been obtained.

Section 4. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 5. An amendment may not materially and adversely alter the proportionate voting interests appurtenant to a parcel or increase the proportion or percentage by which a Unit shares in the common expenses of the Association unless the record Unit Owner and all record Owners of liens in the Unit join in the execution of the amendment. For purposes of this subsection, a change in quorum requirements is not an alteration of voting interests.

Section 6. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

Section 7. Any amendment affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the district.

ARTICLE XIII
DEVELOPER'S RIGHTS

Section 1. Any or all of the special rights and obligations of Developer set forth in this Declaration or the By-Laws may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation or enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further no such transfer shall be effective unless it is in a written instrument signed by Developer and duly Recorded in the public records of the county where the Property is situated.

Section 2. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction of improvements to and sale of Units by Developer (or its assignee) shall continue, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and Developer shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by Developer as models and sales offices, respectively.

Section 3. So long as Developer continues to have rights under this Article, no person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Developer.

Section 4. This Article may not be amended without the express written consent of Developer; provided, however, the rights contained in this Article shall terminate upon the end of the Class "B" Control Period.

ARTICLE XIV
LIABILITY

NEITHER DEVELOPER, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DEVELOPER, AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE LISTED PARTIES) SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM

ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL OWNERS, OCCUPANTS, GUESTS, LICENSEE AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY, OR IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED, EACH OWNER, OCCUPANT, GUEST, LICENSEE OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL CONTROL COMMITTEE ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE AND INVITEE ASSUMES ALL RISK OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, BOARD OF DIRECTORS AND ARCHITECTURAL CONTROL COMMITTEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

ARTICLE XV
FNMA REQUIREMENTS

Section 1. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (b) any delinquency in the payment of assessments or charges owed by any Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed the date stated above.

FARWEST PROPERTIES, LLC
A Florida limited liability company

Signed, sealed, and delivered

Erica J. Green
Print Name: Erica J. Green

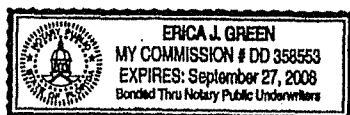
Vidya Mone
Print Name: Vidya Mone
As to "Developer"

Bradford C. West (SEAL)
Bradford C. West, Managing Member

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Bradford C. West, as Managing Member of FARWEST PROPERTIES, LLC, a Florida limited liability company, to me personally known or who has produced FL DL as identification, and known to me to be the individual described in and who executed the foregoing instrument as said officer and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal at St. Petersburg, said County and State, this 13 day of October, 2005.



Erica J. Green
Notary Public
Print Name Erica J. Green
My Commission Expires: Sept. 27, 2008

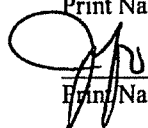
JOINDER AND CONSENT OF ASSOCIATION

THE ROUND LAKE CHALETS PROPERTY OWNERS ASSOCIATION, INC., hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for ROUND LAKE CHALETS (the "Declaration"), accepts the obligations imposed upon it by the Declaration, and agrees to be bound by the terms and conditions thereof.

DATED this 25 day of October, 2005.

Signed, Sealed and Delivered
in the Presence of:


Print Name: Chris Sanders


Print Name: Jennifer Minafo

ROUND LAKE CHALETS PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not-for-profit corporation

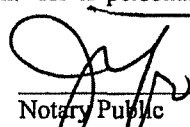
By:  (SEAL)
ROBERT MATTHEWS, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of October, 2005, by Robert Matthews, as President of ROUND LAKE CHALETS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Jennifer Minafo
Commission #DD417054
Expires: APR. 11, 2009
www.AARONNOTARY.com


Notary Public
Print Name: _____
My Commission Expires: _____

JOINDER AND CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of a Mortgage upon the Property (as that term is defined in the foregoing Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for ROUND LAKE CHALETS, and that the undersigned hereby joins in and consents to the foregoing Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for ROUND LAKE CHALETS.

DATED this 20th day of October, 2005.

Signed, sealed and delivered
In the Presence of:

Carol J. Kimble
Print Name: CAROL J. KIMBLE
Tina R. Lauteria
Print Name: Tina R. Lauteria

PILOT BANK (f/k/a TERRACE BANK)

By: Steven C. Vandenberg (SEAL)
Print Name: STEVEN C VANDENBERG
Title: FIRST VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ~~PINELLAS~~ Hillsborough

The foregoing instrument was acknowledged before me this 20th day of October, 2005, by Steven C. Vandenberg as FVP of FIRST NATIONAL BANK OF Pilot Bank ~~FLORIDA~~, on behalf of the corporation. He/She is personally known to me or has produced as identification.

Tina R. Lauteria
Notary Public
Print Name Tina R. Lauteria
My Commission Expires: May 4, 2006



EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 THROUGH 11 & TRACT "A", ROUND LAKE CHALET SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT PLAT BOOK 127, PAGE 91, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SAID LANDS BEING FORMERLY DESCRIBED AS (PRIOR TO REPLAT):

FROM A POINT OF BEGINNING AT THE NORTHWEST CORNER OF LOT 20, BLOCK A KINYON & WOODS ADDITION TO ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 66, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE EAST 128.20 FEET; THENCE S.00°16'40"W., 171.20 FEET; THENCE WEST 128.20 FEET; THENCE N.00°16'40"E., 171.20 FEET TO THE POINT OF BEGINNING.