

**[THIS DECLARATION IS A RESTATEMENT OF THE ORIGINAL DECLARATION
RECORDED AT O.R. BOOK 6010, PAGE 785, ET SEQ., OF THE OFFICIAL
RECORDS OF PINELLAS COUNTY, FLORIDA, AND INCLUDING ALL
AMENDMENTS RECORDED THROUGH MAY 12, 2017]**

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE CLEARING HOMEOWNER'S ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by TVL 10, a Florida General Partnership, consisting of Chrysalis Development Group, Inc. a Florida corporation and Life Financial Corporation, a Florida Corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property in Pinellas County, Florida, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, this Declaration is subject to Florida Statute 720, as amended from time to time;

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

ARTICLE I

DEFINITIONS

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

Section 2. "Articles" means the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 3. "Association" shall mean and refer to The CLEARING HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, as surviving corporation pursuant to merger with THE CLEARING RECREATION ASSOCIATION, INC., its successors and assigns.

Section 4. "Board of Directors" means the Association's Board of Directors.

Section 5. “By-Laws” means the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 6. “Common Area” shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described on Exhibit B attached hereto and incorporated herein by reference.

Section 7. “Declarant” shall mean and refer to TVL 10, a Florida General Partnership, its successors and assigns. It shall not include any person or party who purchases an improved Lot with residence from TVL 10 by instrument recorded among the Public Records of Pinellas County, Florida.

Section 8. “FHA” shall mean and refer to the Federal Housing Administration.

Section 9. Interpretation. Unless the context otherwise required, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term “including” shall mean “including without limitation.” The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 10. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of the Common Area and any land owned by the Master Association.

Section 11. “Master Association” means TARPON LAKE VILLAGES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

Section 12. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. The term “Owner” shall include TLV 10.

Section 13. “Parcel” shall mean a Lot and the Dwelling has been constructed.

Section 14. “Properties” shall mean and refer to that certain real property described on attached Schedule 1.

Section 15: Omitted.

Section 16. “VA” shall mean and refer to the Veterans Administration.

Section 17. The Clearing shall mean and refer to The Clearing project as a whole.

Section 18. “Recreation Association” shall mean and refer to THE CLEARING HOMEOWNER’S ASSOCIATION, INC.

Section 19. “Dwelling” shall mean and refer to each and every single-family residential unit constructed on any Lot.

ARTICLE II

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Areas. The Declarant, in order to insure the Common Areas will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and to provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to: (a) operate, maintain and repair the Recreational Facilities, as hereinafter defined; and (b) take such other action as the Association is authorized to take with regard to the properties pursuant to the Articles of Incorporation and By-Laws. The management of the Properties vested in the Association has taken place by adoption of a Plan of Merger and Articles of Merger of the membership of The Recreation Association as described in Book 6016 at Page 745, at seq. of the Official Records of Pinellas County, Florida. The surviving corporation by merger is The Clearing Homeowner’s Association, Inc. which previously existed as the entity responsible for administration of The Clearing.

Section 2. Expansion of Common Area. Additions to the Common Area shall not be made. The Common Area is complete as of the date of these presents, and no further additions thereto nor granting of these rights to parties other than members of the Association shall be made.

ARTICLE III

DEVELOPMENT PLAN

Section 1. General. In connection with the construction of residential dwellings on Lots, the Declarant may construct attached dwellings within Lots subject to Article VIII hereof. Notwithstanding the foregoing, nothing contained in this Declaration shall bind Declarant to continue or complete such development plan, once started, and Declarant neither commits to, nor warrants or represents to do so. Declarant may discontinue such development plan at any time without liability to any Owner or other party.

Section 2. Common Area Walls. If the Declarant constructs any wall along or upon any Common Area, it shall be maintained, repaired and replaced by the Association.

Section 3. Sprinkling System. The Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on any Common Area or within landscaped rights of way which the Association is obliged to maintain, operate, replace and repair such irrigation and sprinkling equipment at its expense.

The Declarant also reserves the right to install, operate and maintain irrigation and sprinkling equipment on, over, under, across and through any other area within the Properties

including, but not limited to the grassed or landscaped areas of Lots. The Association shall be obligated to maintain, operate and repair such irrigation and sprinkling equipment at its own expense. The Association shall have an easement on, over, under, across, and through the grassed and landscaped areas of all Lots for the purpose of maintenance and repair of the irrigation and sprinkling equipment.

Section 4. Lawn Maintenance. All lawn maintenance in the Common Area and on all Lots in the Properties shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall not include the maintenance of landscaped areas, shrubbery, or flowers located on Lots which shall be the sole responsibility of the owners. The Association shall have an easement over each Lot in the Properties to accomplish the lawn maintenance referred to herein.

Section 5. Carports and Storage Areas. Carports shall be constructed in The Clearing within the confines of space designated as such. Each carport constructed shall be for the exclusive use of the Owner of the Lot to which exclusive use of the parking space(s) has been assigned by the Association. Each carport shall be maintained solely at the expense of the Association. Each storage area shall be for the exclusive use of the owner of the Lot. Carports shall be insured in accordance with Article X, Section 7 of this Declaration.

The approximate location of the carports and the numerical designations of the carports shall be set forth on Exhibit "E". The exclusive use of such carports shall be by referenced designations set forth on Exhibit "E".

Section 6. Easement for Maintenance. The Declarant hereby grants to the Association a non-exclusive, perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such maintenance as it may be responsible for pursuant to this Declaration.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

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

(c) The right of the Association to grant easements, convey, transfer, dedicate and otherwise deal with all or any part of the Common Area as provided in its Articles.

Section 2. Common Areas. The Common Areas shall be for the use and benefit of the Owners and authorized residents of the Properties, collectively, for any proper purpose. Any Owner may delegate, in accordance with the By-laws his right to enjoyment of the Common Areas to his tenants or contract purchasers who reside on the Properties, but shall not thereafter be permitted to use the Common Areas for so long as such right to enjoyment is delegated. The Common Areas shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner's Lot or Lots, as provided in Article X, Section 4.

Section 3. Reciprocal Easements for Party Walls. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls or any non-party walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof for encroachments caused by the placement, settling, and shifting of any such walls as constructed by the Declarant or reconstructed in accordance with this Declaration; and for access to maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot, where the original placement of a party wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended and extend over the adjacent Lot(s).

As to any such encroachment, the easement granted hereunder shall survive damage or destruction of the Dwelling or part thereof causing the encroachment, so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction or repair of the encroaching Dwelling. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or

encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4. Easements for Dwellings. Each Owner of a Lot shall have an easement of reasonable size and duration upon, over and across the Lots adjacent to it when any part of the dwelling or appurtenant structure thereof (including, but not limited to, gabled ends) is constructed in such a manner so as to lie directly on or over the common side or real Lot lines between such Lots, such easement being for the purpose of maintenance, repair and reconstruction of the Dwelling or appurtenant structure originally constructed by the Declarant and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Lot arising thereby. Each Lot on which such a tenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Lot for the unwilful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Lot. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured from any point on the common boundary line between Lots along a line perpendicular to such boundary at such point.

Section 5. Common Gutter. In the event the residences constructed on adjacent Lots share a common wall as part of their structures, a common gutter for rainwater collection may be installed by the Declarant in connection with the construction of either residence along the top of a portion of the common wall or perpendicular to said common wall. Disposal of rainwater from such common gutter may be directed by downspouts to either or both such Lots, as the Declarant may determine. In the event such common gutter shall require repair, replacement or maintenance, it shall be the obligation of the Association to repair, replace, or maintain such gutters or downspouts.

Section 6. Easements for Utilities, Drainage and Sprinklers. Perpetual easements for installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as the date hereof (which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the properties for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Properties, provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, not shall such facilities hinder the Association in the exercise of its right hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or

any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration. The rights of the Declarant as described elsewhere herein have expired and shall no longer be exercised in any fashion whatsoever without written consent of the Association.

Section 7. Prohibition of Certain Activities.

(a) No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner.

(b) Any owner or tenant who causes damage (other than ordinary wear and tear) to the Common Areas shall be subject for the cost of the repair of the damage.

(c) Damage to the Common Area shall specifically include damage done to the surface of any roadway caused by the operation or storing of a defective vehicle or piece of machinery on the Common Area. This shall include the operation or storage of an automobile or piece of machinery that drips oil or gas on the roadway, or which scrapes or scratches the roadway.

(d) The cost of the repair of the damage done to the Common Area done by either the Owner or tenant shall be assessed against the Lot of the Owner who was responsible for the damage. If the damage is done by a tenant an assessment will be made against Lot leased to the tenant.

(e) All sums assessed to any Lot pursuant to this section, together with interest and all costs and expenses of collection including reasonable attorney's fees shall be secured by a continuing lien on such Lot in favor of the Association.

(f) Any visitor or invitee to the Common Area who causes damage (other than ordinary wear and tear) to the Common Area shall, after due warning and notice, be subject to exclusion from the Common Area pursuant Florida Statute §810.09 (West 1994).

(g) (1) Any Owner or tenant who had had a fine or assessment imposed may have a hearing before the Board of Directors of the Association to explain why that fine or assessment should not be imposed.

(2) The Owner or tenant shall have TEN (10) days after the imposition of the fine or assessment to request, in writing, a hearing before the Board of Directors. If the Owner or tenant does not file a written request for a hearing within ten days of the imposition of the fine or assessment, the Owner or tenant shall be deemed to have waived the right to a hearing.

(3) No action against the aggrieved Owner or tenant shall be final until the Board of Directors has affirmed the fine or assessment, or the time period for requesting a hearing has run.

Section 8. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This Section, however, shall not apply to the Declarant, who reserves the right to maintain signs on the Common Area in connection with its marketing and sale of Lots.

Section 9. Animals. No animals shall be permitted on or in the Common Area at any time, except as provided by the rules and regulations of the Association.

Section 10. Rules and Regulations.

(a) No Owner shall violate the reasonable rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

(b) It is hereby declared that the "STOP" signs on the Common Area of the Association property are to be obeyed and observed in the same manner, and to the same extent, as "STOP" signs maintained and enforced by local government and the State of Florida.

(c) It is hereby declared that all local and State statutes, rules and regulations regarding "STOP" signs in force and in effect as of July 1, 1996 are applicable to the "STOP" signs on the Common Area of the Association, and are adopted by the Association as its Rules and Regulations as if fully set forth within.

(d) An owner who violates the provisions of sub-sections (b) and (c) above shall be subject, after one written warning, to an assessment of TWENTY-FIVE DOLLARS (\$25.00) assessed to the Lot of the Owner.

(e) Any tenant who violates the provisions of sub-sections (b) and (c) above shall be subject, after one written warning, to a fine of TWENTY-FIVE DOLLARS (\$25.00). Should the fine not be paid by the tenant, then an assessment against the Lot of the Owner from whom the tenant is leasing shall be made for the amount of the fine.

(f) It is hereby declared that the "Speed Limit" signs on the Common Area of the Association property are to be obeyed and observed in the same manner, and to the same extent, as "Speed Limit" signs maintained and enforced by local government and the State of Florida.

(g) There is a speed limited of TWENTY MILERS PER HOUR (20 M.P.H.) on the roadways of the Common Area. It is hereby declared that all local and State statutes, rules, and regulations regarding "Speed Limits" in force and effect as of July 1, 1996 are applicable to the "speed Limit" signs on the Common Area of the Association, and are adopted by the Association as its Rules and Regulations as if fully set forth herein.

(h) An owner who violates the provisions of sub-sections (f) and (g) above shall be subject, after one written warning, to an assessment of TWENTY-FIVE DOLLARS (\$25.00) assessed to the Lot of the Owner.

(i) Any tenant who violates the provisions of sub-sections (f) and (g) above shall be subject, after one written warning, to a fine of TWENTY-FIVE DOLLARS (\$25.00). Should the fine not be paid by the tenant, then an assessment against the Lot of the Owner from whom the tenant is leasing shall be made for the amount of the fine.

(j) All sums assessed to any Lot pursuant to this section, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

(k) Any visitor or invitee to the Common Area who violates the provisions of sub-sections (b) and (c) or (f) and (g), above, shall be, after one written warning, subject to exclusion from the Common Area pursuant Florida Statute §810.09 (1) (West 1994)

(1) (1) Any Owner or tenant who has had a fine or assessment imposed may have a hearing before the Board of Directors of the Association to explain why the fine or assessment should not be imposed.

(2) The Owner or tenant shall have TEN (10) days after the imposition of the fine or assessment to request, in writing, a hearing before the Board of Directors. If the Owner or tenant does not file a written request for a hearing within ten days of the imposition of the fine or assessment, the Owner or tenant shall be deemed to have waived the right to a hearing.

(3) No action against the aggrieved Owner or tenant shall be final until the Board of Directors has affirmed the fine or assessment, or the time period for requesting a hearing has run.

Section 11. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may be of record.

Section 12. Association Easement. In addition to the aforementioned easements, Declarant reserves for the Association, the Architectural Control Committee, and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Declaration. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided

such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 13. Easement for Pedestrian Access. A non-exclusive easement is hereby reserved in favor of the Association, and their successors and assigns, over and across a strip of land extending three (3) feet on each side of any and all Lot lines within the Properties which are not improved by a party wall or other improvements, and which lines lie between the exterior walls of any two buildings on the Properties, to be used for Pedestrian Ingress and Egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the six (6) foot easement over certain Lot lines, as described above, may be assigned on a non-exclusive basis by the Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that this easement be used to allow specified pedestrians to walk between buildings on the Properties in order to reach any portion of the Common Area. Owners of Lots shall have a non-exclusive easement over and across Lots of other Owners for the purpose of ingress and egress to and from their Lots. Such easements shall extend to tenants, family members and invitees of such Owners and shall be limited to surfaced walkway areas or the grass front portion of Lots.

Section 14. Association Easement. A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Properties, and for maintenance of the Common Area and all dwellings for the benefit of the Association, and the Architectural Control Committee and their respective contractors, agents and licensees, subject to the following:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties , and the Articles of Incorporation and By-Laws of the Association.

(b) Rules and regulations adopted by the Association governing the use and enjoyment of the Common Area.

Section 15. Owners Easements. Owners of Lots shall have a non-exclusive easement over the Lots of other owners, such easement shall be for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Lots over which he traverses, such user shall be responsible for the repair of the proper damages.

Section 16. Easement Over the Grassed Area. The Association and its contractors shall have an easement over grassed portions of Lots for lawn maintenance which maintenance shall include, without limitation, fertilizing, cutting, spraying of insecticide and related functions. This easement shall extend to equipment of those maintaining lawns and grassed areas.

Section 17. Recreation Association Easement. There is hereby granted to the Recreation Association an easement for ingress and egress and maintenance of the Recreational facilities over and across all streets and roadways located in the Properties. There is also hereby granted an easement to the Recreation Association, the members thereof and authorized residents of the Properties as defined in the covenants, conditions and restrictions of the Recreation

Association recorded in O.R. Book 6016, Page 745, Public Records of Pinellas County, Florida, the contractors and maintenance personnel of the Recreation Association for ingress and egress, and parking on, over and across the property described on Exhibit D of this Declaration.

Section 18. Easements Reserved in Common Area for Use in Connection with Other Condominiums or Homeowner Associations. There shall be no other properties made subject to the provisions of this Declaration other than those which are subject to the Declaration as of the date of these presents.

Section 19. Agreement for Sewers. The Properties are subject to the terms of an Agreement for Sewers dated November 21, 1978 as amended by Addendum to Agreement dated January 16, 1979 as further amended by Supplemental Agreement for Sewers dated February 19, 1985 (hereinafter called "the Agreement") by and between the Declarant and Pinellas County, a political subdivision of the State of Florida (hereinafter called the "County"). Under the terms of the Agreement, the Association is obligated to disconnect its Irrigation Facilities from the existing sources and utilize effluent for irrigation purposes as soon as the County has effluent available for use in the Properties.

Section 20. DELETED BY AMENDMENT.

Section 21. DELETED BY AMENDMENT.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles, By-Laws, rules and regulations and this Declaration. An Owner of more than one (1) Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, but shall be automatically transferred by conveyance of that Lot. The Declarant shall also be a member so long as it owns one (1) or more Lots or Parcels.

Section 2. The Association shall have two (2) classes of voting membership, Class A and Class B. The two classes of voting memberships, and voting rights related thereto, are as follows:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned; provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member. When more than one (1) person holds an interest in any Lot as Owner, all such persons shall be members; in accordance with the By-Laws of the Association. The vote for such Lot shall be exercised as set forth in the Articles of Incorporation of the Association, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to five (5) votes for each Lot owned; provided, however, that this Declaration, the Declarant shall be

entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to five (5) votes per Lot in lieu of the votes per acre. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the Declarant shall no longer own any Lots or Parcels subject to the Declaration; or
- (b) on December 31, 1990; or
- (c) when the Declarant waives in writing its right to Class B membership.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and general maintenance and repair of the fences, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist it in managing its affairs and carrying out some or all of its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's Articles or By-Laws.

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

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles, or By-Laws, and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 6. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of

the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 7. Services. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations of the land or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and specific assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and carrying out of the responsibilities of the Association.

Section 3. Maximum Annual Assessment. Until December 31, 1986, the maximum monthly assessment shall be sixty-eight and 53/100 (\$68.53) Dollars per Lot.

(a) From and after December 31, 1986, the maximum annual assessment may be increased each year up to fifteen percent (15%) above the maximum annual assessment for the previous year without a vote of the membership.

(b) From and after December 31, 1986, the maximum annual assessment may be increased above the fifteen percent (15%) increase permitted, by Section 3(a) above, only by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessments for Lot Owner Obligations. In the event a Lot Owner fails to perform such maintenance, repair or replacement required of him by the terms of this Declaration, the Association, upon five (5) days written notice, shall have the right, but without obligation, to perform such maintenance, repair or replacement at such Owner's expense, and the cost thereof shall be specially assessed against such Owner's Lot, and be immediately due and payable.

Section 6. Exemption for Assessment. The Assessments, charges and liens created by this Declaration shall not apply to the Common Area, or to any property owned by the Recreation Association or the Master Association, a public or private utility, or a public or governmental body or agency.

Section 7. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot or Parcel which it may own, provided the Association's expenses of operation otherwise to be funded by Declarant, in payment of the annual assessments levied against their respective Lots. Such difference, herein called the "Deficiency" shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of, and commencing with, the month following the date of transfer of title.

Section 8. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessments provided for herein shall commence as to all Lots subject thereto upon the conveyance of the first Lot from the Declarant to its purchaser. Subject to Article VII, Section 7 above, the monthly assessments for any land hereafter annexed or added to the Association pursuant to Article VIII hereof shall commence as to Lots within the annexed area on the first day of the month following annexation and platting. The first monthly assessment shall be adjusted and prorated according to the number of days remaining in the month. The Board of Directors shall fix the amount of the annual assessment against each Lot for each annual assessment period and such annual overall assessment shall be divided by twelve (12) and the same shall become the monthly assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, annual assessments shall be collected on a monthly basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the

Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest allowed by Law. The Board of Directors, in such event, shall also be entitled to declare the entire assessment as to such delinquent Owner immediately due and payable, without regard to whether the same may previously have been payable in monthly installments or on some other basis established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 12. Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be conclusively deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, otherwise available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or assessment rights granted to the Association, but instead, to be broadly construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such a lien of such assessments as to payments which became due prior to such sale or transfer, but only to the extent provided in Florida Statute Section 720.3085. No sale or transfer shall relieve such Lot from liability for any past due assessments, interest and late fees as provided by Florida Statute Section 720.3085, any attorney's fees and cost incurred in pursuing collection of past due assessments and any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty

(30) days after the same shall have become due; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay any amounts secured by the lien created by this Article.

ARTICLE VIII

ADDITIONS TO THE PROPERTIES

There shall be no further additions to the Properties.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors may either appoint as a standing committee an Architectural Control Committee, which shall be composed of persons appointed by the Board, or, in its discretion, the Board of Directors may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes and other undertakings on Lots in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority on behalf of the Association to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Properties as a residential community. The authority shall include the power to adopt and amend architectural guidelines and specifications from time to time which may require a specific product, material, color, appearance, style, design, size, height, dimension, or other parameter which may differ from the existing and the Lot Owner shall be responsible for complying with the guidelines and specifications as same are in effect at the time of making the repair, replacement, or improvement, including, but not limited to, complying with any approved paint color palette as same may be in effect at the time of repainting. The Committee shall have the authority to adopt guidelines and specifications that may substantially alter the exterior appearance of the buildings so long as same is done in a uniform manner. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, if the Board of Directors has not constituted itself as the Committee, such rules and regulations shall be approved by the Board of Directors prior to the same taking effect.

Section 3. Committee Approval. Following the conveyance of a Lot, as improved with residential dwelling, by the Declarant to a purchaser thereof, and without regard to whether the Lot Owner is required to undertake maintenance, repair or replacement, or voluntarily undertakes to do so, no changes, alterations, additions, reconstruction, repair, replacements, improvements, or attachments of any kind or nature whatsoever shall be commenced, placed, made or allowed to remain on any Lot, or to the dwelling, walls, fences, gates, driveways or other improvements thereon, or the landscaping on any Lot, including that portion of any Lot not actually occupied by the improvements thereon, except such as are identical in all respects to those originally or initially installed, improved, or made by the Declarant, unless and until the plans and specifications therefore showing the nature, kind, shape, height, size, materials, locations, exterior color scheme, exterior elevation, and such other information as the Committee shall require regarding the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval also shall not be required as to any changes or alterations within an enclosed or semi-enclosed area of the Lot which is not, and will not thereby become, visible from adjoining Lots or any street; provided, however, it is expressly intended that any changes or alterations within an enclosed or semi-enclosed area of a Lot shall be subject to and require Committee approval. Unless the same has been initially or originally installed, made or placed on a Lot by the Declarant, nothing, including personal property and fixtures shall be kept, placed, stored, or maintained upon any Lot without the Committee's prior approval, unless the same is completely concealed from view from any adjoining Lot or any street. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications, and such other drawings, materials, information and documentation as the Committee may reasonably require (herein collectively called the "Plans"). In the event the Committee fails to approve or disapprove an application within thirty (30) days after the Plans therefore have been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. In the event the Committee rejects an application or Plans as submitted, the Committee shall inform the Owner in writing stating the reason for disapproval and the Committee's recommendations to remedy the same, if in the opinion of the Committee a satisfactory remedy is possible. If no application has been made to the Architectural Control Committee, or if application is made, but disapproved, suit to enjoin or remove any change, repair, reconstruction, replacement, improvement, structure, activity, use, alteration, or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or any Owner may resort immediately to any remedy for such violation as provided in Article XIX, Section 1 of this Declaration.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors does not constitute itself the Architectural Control Committee, then the Board of Directors in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board of Directors deems advisable. The Board of Directors, or the Architectural Control Committee, may appoint one (1) or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereto. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable.

Section 5. Standards. No approval shall be given by the Committee pursuant to the provisions of this Article unless the Committee determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interest of the Association in maintaining the value and desirability of the Properties as a residential community; and (e) conforms to or enhances, in the sole opinion of the Committee, the aesthetic appearance of the Properties. No member of the Committee shall have any liability to anyone by reason of any acts or action taken by him as a member of the Committee.

ARTICLE X

MAINTENANCE AND COMMON AREAS: DAMAGE: INSURANCE

Section 1. Maintenance of Common Area and Landscaping. All of the Common Area, all lawns and all original plantings, all carports, and all personal property owned by the Association shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all landscaped areas, including without limitation trees, grass, shrubs and plantings; private access streets, carports, and parking spaces; drainage easements, all walks serving more than one lot; and all other commonly owned facilities shall be maintained exclusively by the Association and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any lot, subject to the terms of Article XI, Section 18. The Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign(s) for all THE CLEARING, indicating the entrance to the Property. This provision shall not limit the obligation of an Owner to maintain the exterior of his Dwelling, including storage areas, patio and screened porches. In the event that the need for maintenance or repair of the Common Area or any personal property owned by the Association is caused by the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be due and payable from the Owner, and shall be secured by a lien against such Owners Lot as provided in Section 4 of this article.

Section 2. Maintenance of Roofs, Gutters and Downspouts and Painting of Exterior Dwellings. The Association, subject to the rights of the Owners as set forth herein and in any other recorded restrictions, shall be responsible for the painting of the exterior of the Dwellings and storage sheds. Such painting shall be performed at such times and by such persons as may be designated by the Board of Directors. The Association, subject to the rights of the Owners as set forth herein and in any of the recorded restrictions, shall be responsible for the maintenance, repair, and replacement of all roofs (Limited to waterproof membrane system, shingle or tile or other roofing material, felt paper, skylites, decking and flashing)¹, gutters and downspouts in The Clearing. Such maintenance, repair and replacement shall be performed at such times and by such persons as may be designated by the Board of Directors. All other maintenance of the exterior of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner. With regard to roofing materials, the existing roofing material may be changed to a different roofing material (such as going from tile roofs to shingle roofs or

vice versa) upon a majority vote of the voting interests present and voting at a duly called membership meeting at which a quorum is established.

NOTE (1) The Waterproof Membrane System consists of the waterproofed felt paper or other underlayment, shingles or cement tile or other top layer roofing material, skylites, metal decking and flashing as may be applicable.

Section 3. Care And Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including glass, screened areas, storage area, and otherwise by and at the expense of Owner. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds provided by the Association and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Section 4 below.

Section 4. Lien Rights; Foreclosure. Upon performing any work described in Section 3 of this Article, or to secure any other sum payable by an Owner under the terms of this Declaration, the Association shall be entitled to file in the Public Records of Pinellas County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the expense is incurred, but shall not be binding against creditors until said notice is recorded. Each Lot shall as security for any expense due to the Association pursuant to Article VII or Article X and for any other sums due from the Owner to the Association hereunder, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien all bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure and the same shall be secured by the lien foreclosed. The Association shall have the right to bid at the foreclosure sale and acquire title to the Lot. The lien herein provided shall be subordinate to the lien of any mortgage, encumbering any Lot, recorded prior to the recording of a notice of lien, in favor of any institutional lender or mortgage company or insured by the FHA or guaranteed by the VA, provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

Section 5. Utilities, Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one Dwelling including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Dwelling served by such equipment and fixtures. In the

event any such equipment and fixtures are installed on a Lot to serve more than one Dwelling, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by the same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be assessed against the Owner deemed responsible by the Board of Directors, and if it cannot be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost assessed against an Owner pursuant to this Section shall be a lien upon such Owner's Lot(s) pursuant to Section 4 of this Article.

Section 6. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built by the Declarant along the common property line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair, Replacement and Maintenance. The cost of reasonable repair, replacement and maintenance of a party wall shall be equally shared by the Owners whose Lots adjoin that portion of the party wall requiring repair, replacement or maintenance.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any Owner whose Lot adjoins the party wall that has been damaged or destroyed may, upon seven (7) days' notice to the other adjoining Owner, repair or restore the wall, and receive equal contribution from such other adjoining Owner.

(d) Negligent or Willful Acts. Notwithstanding any other provision of this Article, an Owner who by his Negligent or willful act causes the party wall to be damaged or destroyed shall bear the whole cost of repair and restoration.

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

(f) Enforcement. In the event an Owner shall fail to comply with any of his party wall obligations pursuant to this Article, including reimbursement or contribution, any aggrieved adjoining Lot Owner shall be entitled to enforce such obligations as provided in Article XIX, Section 1 hereof, which rights of enforcement shall be in addition to such other rights and remedies as may otherwise be available to such Lot Owner.

Section 7. Damage, Reconstruction; Insurance. In the event a Dwelling, a storage area, or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land, and/or replace improvements within the Common Area in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling, access ways, or Common Areas, or any part of parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas and all premiums incurred in connection therewith shall be a common expense of all Owners. Each Owner shall at all times maintain, for each Lot and Dwelling owned, adequate casualty insurance to provide for complete reconstruction of the Dwelling and storage area after casualty, and liability insurance coverage in such amounts as may be required by the Association from time to time. The Association shall, at all times, maintain casualty insurance to provide for complete reconstruction of all carports after casualty. Upon request Owner shall provide the Association with evidence of the insurance required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association may after three (3) days' written notice, procure the required insurance, and the cost thereof shall be immediately due and payable from the defaulting Owner and shall bear interest and be secured by a lien as described in Section 4 of this Article.

ARTICLE XI

USE RESTRICTIONS

Section 1. Residential Use.

(a) No more than one single-family dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Article IV, Section 3. No dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling.

(b) Restriction on Number of Occupants. The number of occupants living in a unit shall not be greater than twice the number of bedrooms. The number of occupants of a unit having one bedroom shall be limited to two, the number of occupants of a unit having two bedrooms shall be four, the number of occupants of a unit having three bedrooms shall be six. For purposes of this section, children under the age of two shall not be counted as occupants.

(c) The number of bedrooms in a unit is that number indicated on the original architectural drawings of the unit, and may not be increased except by approval of the Association.

Section 2. Easements. Within the easement areas shown on the subdivision plat as to any Lot, nothing shall be done which shall interfere with the purpose or use of the easements

granted. The easement areas of each Lot, as shown on the Plat, shall be maintained continuously by the Owner of the Lot, unless a public authority or utility company is otherwise responsible therefor.

Section 3. Use of Accessory Structures. No utility shed or other structure, other than the residential dwelling and related improvements constructed thereon by the Declarant, shall, at any time, be erected, placed or kept on a Lot if such shed or other structure is visible from any adjoining Lot or any street, and has not been previously approved by the Architectural Control Committee.

Section 4. Model Homes. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that real estate brokers, owners and their agents may show Lots for sale or lease. Every person, firm or corporation purchasing a Lot recognizes that the Declarant, its agents and designated assigns shall have the right to (i) use Lots and houses erected thereon for sales offices, field construction offices, storage facilities and general business offices, and (ii) maintain lighted or spotlighted model homes which are open to the public for inspection seven (7) days per week from 10:00 a.m. to 6:00 p.m. The Declarant's rights under the preceding sentence shall terminate on December 31, 1989, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pinellas County, Florida.

Section 5. Pets. No pets other than birds such as canaries or parakeets, fish such as goldfish and tropical varieties, cats and dogs shall be permitted in any of the Dwellings. Any number of birds and fish may be kept as pets. The limit on larger animals is set at two. Not more than two dogs, or two cats, or one dog and one cat may be kept as pets. Such dog or cat may be walked only in the designated "pet walking area" established by the Board of Directors of the Association on the Common Area and must be kept on a leash at all times when outside the Dwelling. Pets shall not otherwise be permitted on any of the Common Area. No pets shall be raised for commercial purposes. Notwithstanding anything herein to the contrary, if any dog or cat permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Properties.

Section 6. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon his Lot by the Declarant, including, without limitation, the residential dwelling, walls, fences, gates, walkways, driveways and the like. All walls on such Lot, other than the stuccoed portion thereof which the Association is expressly obligated to maintain pursuant to Article III hereof, shall be kept properly cleaned and painted. No change in the color or texture of any such walls or fences shall be permitted without the prior approval of the Architectural Control Committee. The Association may, on a community-wide basis, replace the entrance gates to the courtyards and dwellings at the common expense with a selected design and/or materials that may differ from the existing design and/or materials; provided that a majority vote of the total voting interests of the Association is obtained. The Association shall have no obligation to replace entrance gates and each Lot Owner shall continue to be responsible for the maintenance, repair, and replacement of his or her entrance gate in accordance with adopted architectural guidelines in effect at the time of

replacement to the extent same is not being replaced on a community-wide basis based upon a majority vote of the total voting interests.

Section 7. Vehicle Parking.

(a) The parking or storage of automobiles, except upon paved areas of the Properties is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind is prohibited on the Common Area, except in areas designated as parking areas by the Association, provided, however that the overnight parking of any of the following vehicles is prohibited upon any areas of Properties: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton. However, truck campers, trucks and vans weighing less than 3/4 tons and not carrying ladders or other protruding objects and not containing material used in a trade or business and not having any lettering on the body of the vehicle will be permitted.

(b) No motorcycle, which is defined as a vehicle with two wheels in tandem, propelled by an internal combustion engine and sometimes having a sidecar with a third wheel, shall be operated, parked or stored on any lot or on the common areas.

Section 8. Rubbish. No Lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall be kept in dumpsters provided for that purpose by or through the Association.

Section 9. Lot Upkeep. After acquiring title from the Declarant, all Owners of Lots shall, as a minimum, keep the Lot free and clear of debris. Each Owner shall also maintain the landscaped areas, shrubbery, or flowers on his Lot.

Section 10. Signs. No signs shall be displayed on any Lot with the exception of one "For Sale" or "For Rent" sign, not exceeding 24" x 36". An Owner who desires to sell their Dwelling may hold an "open house". The open house must be scheduled for a date and time certain. The "Open House" sign shall be permitted on the Owner's property for the duration of the scheduled open house only, and such sign shall be removed immediately at the end of the event. No additional attachments to the sign, or attention getting devices along with the sign, such as balloons, bunting, banners or flags shall be permitted.

Section 11. Street Lighting. All Lots shall be liable for assessments for street lighting service as such may be levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 13. Alteration to Walls Prohibited. Unless granted permission in writing by either the Declarant or the Architectural Control Committee, no Lot Owner shall be permitted to alter, add to, attach or fix any object or thing to any party wall or boundary wall located upon or bordering his Lot, and only those items added, affixed or attached by the Declarant, if any, shall be permitted.

Section 15. Antennas and Aerials.

(1) Notwithstanding anything in this Declaration to the contrary, and in compliance with federal regulations including Telecommunications Act of 1996, the Association shall not prohibit Lot Owners from installing and maintaining upon their Lot and/or upon the exterior of their dwelling:

(a) An antenna that is designed to receive direct broadcast satellite service, including director-to-home satellite services, that is one meter or less in diameter; or

(b) An antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or

(c) An antenna designed to receive television broadcast signals.

(2) Prior to installation of an antenna of the type or kind described in Paragraph (1) above, the Lot Owner shall submit an application for approval of the antenna to the Association's Board of Directors and which application shall describe in sufficient detail, the type and size of antenna to be installed, the site of the installation, and the method and manner of antenna installation. The Association shall not deny the Lot Owner's application for long as the proposed antenna is of the type described in Subparagraphs (a), (b), or (c) above and so long as the proposed site of installation is not upon Association property or upon the Common Area. The Association's Board of Directors shall provide a written response to the application for approval within fifteen (15) days of the day the Association receives the application.

(3) Notwithstanding anything in Paragraphs (1) and (2) above, to the contrary, the following architectural guidelines shall apply to all Lot Owners who desire to install the aforementioned antennas:

(a) So long as the Lot Owner can obtain an acceptable quality signal from the antenna, the antenna shall be installed in an area where it will have the least visibility from the street and from adjacent Lots within the subdivision. Antennas shall not be installed upon the roof or exterior wall of the Dwelling Unit unless the Lot Owner is able to demonstrate that a quality signal cannot be obtained from any other area within the Lot Owner's Lot. The Lot Owner's application for approval must be accompanied by documentation providing an explanation as to why a less visible location upon the Lot Owner's Lot or Dwelling Unit will not provide a quality signal.

(b) The Lot Owner shall, at his/her expense, install a reasonable amount of landscaping and/or paint the antenna so as to conceal it from view, if such concealment is requested by the Association.

(c) In the event a Lot Owner installs an antenna upon the Dwelling Unit's roof or exterior wall, the Lot Owner shall be responsible for any and all damage to the roof and/or wall as a result of such installation; the Lot Owner shall be responsible for maintaining

and paying for a water-tight seal between the antenna mounting structure and the roof; and the Lot Owner shall be responsible for costs of removing and replacing the antenna in the event the Association undertakes repairs and/or replacement of the building roof and in the event the Association undertakes to paint the Dwelling Unit's exterior walls.

Section 15. Storage. No articles, objects or other property may be placed, stored or kept in, on or upon a Lot after it has been conveyed by the Declarant if such items are thereby visible from adjoining Lots or streets.

Section 16. Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described in this Declaration, except as installed by Declarant. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as herein provided and except as initially installed by Declarant.

Section 17. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot which would hinder lawn care or mowing, or interfere in any way with the activities of the Association in performing its duties hereunder. Any shrubs or plantings permitted to be installed on a Lot under this section shall be maintained by the Owner of the Lot.

Section 18. Failure to Maintain. If the Owner shall fail to undertake any maintenance, repair, upkeep, replacement or other performance regarding his Lot as required by this Declaration, including but not limited to, the requirements of Sections 6 or 10 of this Article XI, or as required by Sections 2 or 3 of Article III, or Section 5 of Article IV hereof, either the Declarant or the Association, after giving such Owner at least five (5) days written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefore shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 5 of Article VII. The specific rights granted by this section are in addition to, and not exclusive of, those rights or remedies which may otherwise be available to the Association, or other parties.

Section 19. Drapes and Window Film. No newspaper shall be used as a curtain or window covering. No colored film or reflective material may be used to cover windows. All drapes or curtains shall show a white or off-white color to the outdoor side of such drapes or curtains.

Section 21. Leasing. An Owner shall have the right to lease or rent his Lot as improved, the "Dwelling", subject to the approval of the Association and as provided herein.

Only the entire Dwellings may be leased, and only the lessee, and his family, servants, and guests may occupy the Dwelling under authority of any lease. No Dwelling shall be occupied by more than two (2) persons for each bedroom in the Dwelling. No lease shall have a term of less than one (1) year.

Such lease shall provide an undertaking on the part of the lessee to be familiar with and abide by this Declaration and any rules and regulations concerning the use of the Properties. Such lease shall also provide that tenants shall not be allowed to have any pets. The Association shall be provided with a copy of each lease made as to any Dwelling, prior to occupancy of such Dwelling by the Tenant.

Owners leasing their Dwellings shall be fully responsible for any damage to Common Area caused by the lessee and for such lessees' compliance with the terms of this Declaration and all Rules and Regulations promulgated by the Association. Any and all legal fees and expenses, including those incurred upon appeal, incurred by the Association in the enforcement of this restriction on leasing shall be paid by the Owner against whom these Restrictions are enforced.

The Board shall be notified in writing, and such forms as it may require, of the proposed lease no less than fourteen (14) days prior to the date of the proposed occupancy.

All leases between an Owner and a lessee must contain a provision that the lessee has received a copy of the governing documents and Association Rules, and that a violation of any provision of the governing documents, or the Association Rules, by the lessee, his family or guests, also constitutes a breach of the lease. In the event of a violation of any provision of the governing documents, or Association Rules, by a lessee, his family or guests, the Association shall give the Owner a reasonable opportunity to cure the breach. If the Owner does not cure the breach within a reasonable time, the Association may act as agent for the Owner and initiate action against the tenant for appropriate relief, including injunctive relief, monetary damages or eviction. The Owner shall be responsible for all costs responsible attorney's fees incurred by the Association in such actions. The Association's ability to initiate proceedings against a lessee shall be without prejudice to the Association's rights to hold Owners liable for the conduct of their lessees.

The Association may promulgate a uniform lease approval form to be used in connection with approval of leases. Said form may require such information as the Association deems advisable, including background information about the proposed lessees and a copy of the proposed lease.

The Association is authorized to impose a transfer fee in the maximum amount as allowed by law from time to time in connection with lease applications, but until revised by the Board of Directors, such fee will be \$100.00. The Association may require, as a condition to permitting the leasing of a unit, the depositing by the Owner into a non-interest bearing escrow account maintained by the Association a security deposit in the amount of \$400.00 or such an amount as set by the Board of Directors of the Association from time to time. The security deposit shall protect against damages to the common areas. Within thirty (30) days after a lessee vacates the premises, the Association, if requested, shall refund the full security deposit, less any amount for damages to the common areas.

In order to maintain the residential, non-transient nature of the Community, not more than ten percent (10%) of the units within The Clearing shall be rented at any one time. In the event ten percent (10%) of the units are rented and an additional Owner desires to rent a unit, the Association shall create a waiting list and rules and regulations to establish a procedure to determine which unit will be next available for rental. The Board of Directors shall have the authority to grant a hardship exception to the 10% cap in cases of death of an owner, severe financial hardship such as job loss and forced relocation, relocation to a nursing or retirement home or in cases of an inheritance, to allow a unit to be rented for a period of only one year. An Owner must be the record title holder for a period in excess of twelve (12) months prior to the Association authorizing any lease of the Owner's unit.

The Board of Directors shall have the authority to Grant a hardship exception to the 10% cap in cases of death of an owner, severe financial hardship such as job loss and forced relocation, relocation to a nursing or retirement home or in cases of inheritance, to allow a unit to be rented for a period of only one year.

An owner must be the record title holder for a period in excess of 12 months prior to the Association authorizing release of the Owner's unit.

ARTICLE XII

SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF FNMA

Section 1. Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first Mortgage encumbering a Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and By-Laws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by the Developer to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Developer, and upon not more than ninety (90) days notice to the other party to such contract or lease.

Section 3. Transfer of Control. The Developer shall transfer control of the Association to other Owners no later than the earlier of the following events:

- (a) Four (4) months after seventy-five percent (75%) of the Lots have been sold by Developer; or
- (b) Three (3) years following conveyance of the first Lot by Developer.

The term "control" means the right to control the Association, the Board of Directors, the Property or the Owners in any manner except through votes allocated to Lots owned by Developer on the same basis as votes pertaining to other Lots.

Section 4. Reserves. The Association shall establish and maintain, out of regular maintenance assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

Section 5. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by its mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that required the consent of a specified percentage of mortgage holders.

Section 6. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association.

ARTICLE XIII

RECREATION ASSOCIATION

Section 1. Generally. THE CLEARING RECREATION ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Recreation Association", has been established to administer, operate and maintain certain land and facilities as more particularly described in the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 6016, at pages 745 through 764, inclusive, Public Records of Pinellas County, Florida, and all Amendments thereto, if any, which are made from time to time, all of which are hereinafter collectively referred to as the "Restrictions". The Recreation Association has been merged with the Homeowner's Association pursuant to a Plan of Merger and Articles of Merger duly adopted by the memberships of both Associations pursuant to Sections 617.051, 617.053 and 617.054, Florida Statutes. The surviving corporation is The Clearing Homeowner's Association, Inc., and all references herein to the Recreation Association shall be deemed to mean and pertain to said surviving corporation.

Section 2. Recreation Facilities. The Restrictions provide for the Recreation Association to maintain and operate certain recreational facilities referred to therein as "Recreation Facilities" which shall be used in common by the Owners and other members of the Recreation Association. All costs, fees and assessments for which any Owners in the Properties may be obligated by virtue of the Restrictions, these Restrictions or any Exhibits hereto with regard to the Recreation Association and the Recreation Facilities maintained and operated by the Recreation Association shall be and are hereby deemed to be a common expense of the Association. The Recreation Facilities are not part of the property owned by this Association and the right to use the Recreation Facilities is derived from the Restrictions only.

Section 3. Future Additions. There shall be no future additions to the Properties subject to administration by the Recreation Association.

Section 4. Membership and Voting Rights. Each Owner shall automatically become and remain a member of the Recreation Association as long as he owns a Lot. The Owner's membership shall automatically terminate upon termination of his interest in the Lot and thereupon automatically transfer to and inure to the successor Owner. Each Lot shall have alone (1) Class A vote in the Recreation Association, with voting rights to be exercised as set forth in the Restrictions and Articles of Incorporation and By-Laws of the Recreation Association.

Section 5. Assessments. The Restrictions provide for the making and collecting of assessments against Owners, as Recreation Association members, for the expenses of operating the Recreation Association, maintaining the Recreation Facilities, and otherwise carrying out the duties and responsibilities of the Recreation Association under the Restrictions. The Recreation Association has been granted a lien by the Restrictions against each Lot in the Properties, and other rights, to secure payment of any assessment or other amounts due with respect to such Lot. The DECLARANT'S obligation for payment of assessments is set forth in the Restrictions. The Association shall collect the assessments due under the Restrictions and pay them over to the Recreation Association.

Section 6. Recreation Facilities; Non-Exclusive Easement. Each Owner, as a member of the Recreation Association is granted a non-exclusive right and easement of use and enjoyment as to the Recreational Facilities, subject to the terms of the restrictions. The Recreational Facilities are more particularly described in the restrictions, and include, without limitation, an unheated swimming pool and pavilion. The Recreation Association is hereby granted an easement for ingress and egress over the roadways and Common Area for access to the Recreation Facilities.

Section 7. Effect of Documents on Owners. Every Owner, whether the title has been acquired by purchase, gift, conveyance, transfer by operation of law, or otherwise, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the By-Laws and Articles of Incorporation of the Association and the Recreation Association as they relate to the Recreation Facilities, the provisions of these Restrictions, the Restrictions and all amendments, if any, thereto and all Rules and Regulations passed by the Association and the Recreation Association in accordance with their authority to adopt such Rules and Regulations.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. If any person shall violate or attempt to violate any of the provisions of this Declaration, it shall be the right of the Association, the Declarant or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, he shall bear all expenses of the

litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing the terms of this Declaration. The Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation hereof by any person other than itself. Failure by Association or any Owner to enforce any provisions of this Declaration upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with this Declaration, shall not prevent the Association or any Lot Owner from enforcing the same.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

Section 3. Amendment. The provisions of this Declaration shall run with and bind the land whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed and shall be binding on all parties claiming under such deeds, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of such ten (10) year term instruments in writing signed by the Owners of at least seventy-five percent (75%) of all Lots subject thereto agreeing to terminate the Declaration, has been recorded among the Public Records of Pinellas County, Florida. This Declaration may be amended either by: (1) the Declarant as provided in Section 4 hereafter; or (ii) the Owners holding not less than fifty-one percent (51%) of the total votes of all Lots and Parcels subject hereto; or (iii) by the duly authorized officers of the Association provided such amendment by the Association's officers has been approved by seventy-five percent (75%) of the total vote cast in person or by proxy at a regular or special member's meeting. In any subsequent ten (10) year period this Declaration may be amended by the duly authorized officers of the Association provided such amendment has been approved by seventy-five percent (75%) of the total vote cast in person or by proxy at a regular or special member's meeting. Any amendment to be effective must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or Parcel, any amendment must contain the joinder of the Declarant to be valid.

Section 4. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, the Declarant, its successors and designated assigns, reserves the right and authority, for a period of three (3) years from the date of recording of this Declaration to amend, modify and grant exceptions or variances from the provisions hereof without notice to or approval by other Lot Owners or the Association.

Section 5. Master Association. In addition to the terms of this Declaration, and the Articles and By-Laws of the Association and the Restrictions, all Lots are also subject to the terms and provisions of the Master Declaration of Covenants, Conditions and Restrictions for Tarpon Lake Villages, as recorded in O.R. Book 4726, at page 1707, Public Records of Pinellas County, Florida, herein, together with all amendments thereof now or hereafter made, called the "Master Declaration". All Owners automatically become members of the Master Association and are subject to the Articles of Incorporation, By-Laws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are

levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to abide by the provisions of the Master Declaration, and uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

Section 6. Term. This Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Properties subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, this Declaration is amended pursuant to Article XIII, Section 3 of this Declaration.

Section 7. Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate any of the restrictions set forth in this Declaration, it shall be the right of the Declarant, the Association or any Owner of a Lot within the Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, or against the land to enforce any lien created hereunder, or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. Declarant shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Declarant or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with the restrictions set forth herein, shall not prevent the Declarant, the Association or any of the Lot Owners from enforcing the restrictions set forth herein.

Section 8. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 9. Severability. Invalidation of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

Section 10. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions thereof.

Section 11. Approvals. Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Developer fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 12. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 13. De Minimus PUD. This project is a De Minimus PUD.

END OF RESTATED DECLARATION