

VIRGINIA

CROSSING *Homeowners Associations, Inc.*

1131 Dixon Court, Dunedin, Florida 34698

727-735-9374

January, 2009

Virginia Crossing Homeowner:

Enclosed please find a set of newly recorded documents (by-laws and amendments) for our subdivision that was passed at our annual meeting held on November 8, 2008. They are in effect now instead of the old documents you received when you purchased your home.

It is imperative that you keep these documents in a safe place. You are required to turn over these documents to a new buyer when you sell your property. If the Homes Association provides a new set for you at any time, there will be a charge to you for this service.

Thank you.

VIRGINIA CROSSING HOMEOWNERS ASSOCIATION


Harold Burnett
President

Encl.

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF VIRGINIA CROSSING AND TO THE BYLAWS
OF
VIRGINIA CROSSING HOMEOWNERS ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Virginia Crossing Homeowners Association, Inc. (the "Association") held on November 8, 2008, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to Article I; Article II; Article III; Sections 3.1 and 3.3(a); Article IV; Article V; Sections 5.1 and 5.3; Article VI; Article VII; Article X; Article IX; Article XII; and Article XIII of the Declaration of Covenants and Restrictions of Virginia Crossings, and the Amendments to Section 2; Section 3; Section 4; Section 5.01; Sections 6.03, 6.04, 6.11; Sections 9.02 and 9.03; Section 10.03; and Section 12 of the Bylaws of Virginia Crossing Homeowners Association, Inc., attached hereto as **Exhibit A**, were duly adopted by the membership. The Declaration of Covenants and Restrictions of Virginia Crossing was originally recorded in Official Records Book 10242, Page 1866, and the Bylaws of Virginia Crossing Homeowners Association, Inc. were originally recorded at Official Records Book 10242, Page 1908, both of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, VIRGINIA CROSSING HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officers on this 26TH day of November, 2008.

VIRGINIA CROSSING HOMEOWNERS
ASSOCIATION, INC.

Patricia A. Kennedy
Signature of Witness #1

PATRICIA A. KENNEDY
Printed Name of Witness #1

Marilyn J. Cochran
Signature of Witness #2

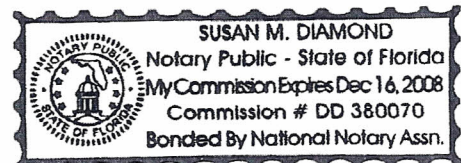
MARILYN J. COCHRAN
Printed Name of Witness #2

By: Harold E. Burnett
~~XXXXXX~~ President
Harold Burnett

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26TH day of November, 2008, by ~~XXXX~~ Harold Burnett, as President of VIRGINIA CROSSING HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced FLORIDA DR. LIC as identification.

[Signature]
Notary Public
My Commission Expires:



ADOPTED AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
VIRGINIA CROSSING
AND TO THE BYLAWS OF
VIRGINIA CROSSING HOMEOWNERS ASSOCIATION, INC.

The following are adopted amendments to the Declaration of Covenants and Restrictions for Virginia Crossing, originally recorded at Official Records Book 10242, Page 1866, and to the Bylaws of Virginia Crossing Homeowners Association, Inc., originally recorded at Official Records Book 10242, Page 1908, both of Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: Article I is hereby amended to read as follows:

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to Virginia Crossing Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

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

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

1.5 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

1.6 "Common Area" or "Common Areas" shall mean all portions of the Property (including but not limited to the surface water management system as permitted by the Southwest Florida Water Management District, and other improvements and landscaping) now or hereafter designated as such on any plat or plats of the Property or any part thereof, now or hereafter recorded, and/or owned by the Association for the common use and enjoyment of the Owners. The ~~entire~~ lawn irrigation system serving the Property and not owned by a public or private provider of sewer services, shall also be deemed a part of the Common Area, and shall be the property of the Association upon installation, regardless of whether or not certain components of same shall be installed within any Lot or Lots.

1.7 “Developer” shall mean Highmark Development Group, Inc., a Florida corporation, and its successors in interest; and Highmark Homes of Pinellas County, Inc., a Florida corporation and its successors in interest, ~~if such successors should acquire more than one undeveloped Lot from the Developer for the purpose of development, and provided some or all of Developer’s rights hereunder may be assigned in whole or in part and on an exclusive or non exclusive basis, at the option of Developer.~~

1.8 “Declaration” shall mean and refer to this Declaration of Covenants and Restrictions for Virginia Crossing, as modified and amended from time to time.

1.9 “Dwelling” shall mean and refer to each and every single-family dwelling unit constructed on any Lot, including each dwelling unit within a duplex.

~~1.10 “FHA” shall mean and refer to the Federal Housing Administration.~~

~~1.11 “Institutional First Mortgage” shall mean a mortgage, whether purchase money or otherwise, recorded in the Public Records of Pinellas County, Florida, encumbering one or more Lots, owned and held by the Developers or an institutional lender, such as a bank, mortgage banker, insurance company, or other similar institution, and specifically including the Secretary of the United States Department of Housing and Urban Development, the FHA and the VA, as opposed to an individual or partnership, which regularly and in the normal course of its business activities engages in residential loan transactions.~~

1.1012 “Lot” shall mean and refer to any plot of land or any part thereof upon which a parcel dwelling unit can be constructed or which would sustain a dwelling unit shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility.

1.1113 “Owner” shall mean the record owner of legal title to a Lot.

1.1214 “Plat” shall refer to the plat of the Property, a copy of which is recorded at Plat Book 118, Pages 88-90 of the Pinellas County Public Records attached hereto as Exhibit B.

1.1315 “Property” shall mean the land shown on Exhibit A attached to the original Declaration and incorporated herein by reference hereto and made a part hereof and such additions as may hereafter be brought within the jurisdiction of the Association in accordance with Article XI below.

~~1.16 “VA” shall mean and refer to the Veterans Administration.~~

Item No. 2: Article II is hereby amended to read as follows:

ARTICLE II

PROPERTY RIGHTS

2.1 Owner’s Easement of Enjoyment. 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 Property and for maintenance of the Common Areas and the Dwellings, for the benefit of the Association, the

Architectural ~~Control~~ Committee, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association to suspend the voting rights and the Common Areas use rights of an Owner for any period during which any assessment against the Owner's Lot remains unpaid for more than 90 days; or for any violations of the rules and restrictions relating to the use of the Property in accordance with the Florida Statutes;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless ~~an instrument agreeing to such dedication or transfer has been approved~~ approved ~~recorded as signed~~ by (i) a majority of all of the voting members of the Association, either in writing or by a vote at a meeting each class of members, and (ii) ~~as long as the Developer owns any Lots, the Developer;~~

(c) all provisions of this Declaration, ~~including the following provisions of the Article II concerning rights of the Developer, Owners and the Association,~~ 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 Bylaws of the Association;

(d) rules and regulations adopted by the Association governing use and enjoyment of the Common Area; and

(e) any right of the City of Dunedin, Florida, upon the failure of the Association to do so, to maintain such portions of the Common Areas are designated on any plat as being for drainage purposes, and to record a lien against such Common Areas to secure payment by the Association for the cost of such maintenance.

2.2 Common Area. The Common Area shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose and cannot be mortgaged or conveyed without the consent of at least 2/3 (two-thirds) of the total members of the Association voting in person or by proxy ~~the Owners, excluding the Developer.~~ The right to the use of the Common Area shall be considered a part of the right to possession of a Lot, and any Owner may delegate, in accordance with the Bylaws, the right to use the Common Area to his tenants or contract purchasers who reside on the Owner's Lot in connection with the delegation of the right to possession of the Lot, and such Owner shall not thereafter be permitted to use the Common Area by virtue of the ownership of such Lot as long as the right to possession of that Lot is so delegated. The Common Area shall be used by each Owner or authorized resident of a Dwelling for the purpose intended, and in such a manner as shall not abridge the equal rights of the 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, guests, invitees, licensees, lessees, or contract purchasers and the Association shall be entitled to claim a lien against such Owner's Lot or Lots to secure payment of the cost of repairing such damage, as provided in Section 6.4 of this Declaration.

2.3 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and the 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 and any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof; for encroachments caused by the unintentional placement, settling, or shifting of any

improvements constructed, reconstructed, or altered thereon in accordance with the terms of 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 inspect and repair 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. 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 to cover lanai on one Lot and extended over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder 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, and 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 of the encroaching Dwelling. the extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof. Notwithstanding the foregoing, in no event shall there be any easement for an overhang or encroachment if the same is caused by willful misconduct on the part of an Owner, tenant or the Association. Notwithstanding the foregoing, nothing in this Section shall be construed so as to grant any Lot Owner the right to make any alteration or improvement to his Lot otherwise to the Property which would result in the encroachment of any part of such alteration or improvement onto the Common Area of another Lot.

2.4 Easements for Utilities and Drainage. Perpetual non-exclusive easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to the Association Developer and any assignee of Developer over all utility and drainage easement areas shown on any plat of the Property or any part thereof now or hereafter recorded, or encumbered by recorded easements as of the date of recording thereof (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas). ~~The Developer, and the Association,~~ with the approval of a majority of all of the each class of members of the Association who are entitled to vote, shall each have the right hereafter to convey such additional easements, permits and licenses encumbering the Common Areas for utilities, roads and other purposes as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or government entity. Further, an easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, 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, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association. The easement right reserved pursuant to this Section shall not impose any obligation on ~~Developer~~ or the Association to maintain any easement areas or install or maintain the utilities 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 area 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 Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance by the Association, 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 the Lot, except for those improvements for which a public authority or private utility company is responsible. With regard to specific easements for drainage, the Association Developer shall have, but without obligation, the right to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially and adversely affect any Lot unless the Owner of such Lot shall consent to such alteration.

2.53 Developer and Association Easement. The Developer has reserved reserves for itself, the Association and the Architectural ~~Control~~ Committee, and their respective grantees, successors, legal representatives, agents and assigns, an easement for access to, over and across each Lot and the right to enter upon each Lot and Dwelling for the purpose of exercising their respective rights and obligations under this Declaration. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold without 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.

~~2.6 — Easements Serving Other Property. Developer reserves a blanket easement, and right to grant and record specific easements, encumbering all portions of the Property as reasonably required to provide access and utilities services to serve other lands owned by Developer, its successors and assigns, whether or not any part or all of said lands are submitted to the terms of this Declaration. Without limiting the foregoing, Developer reserve the right to grant and record easements encumbering streets as shown on the Plat to allow access to and from any lands owned by Developer, its successors and assigns. Developer further reserves the right to dedicate the streets shown on the Plat and any such easement to the City of Dunedin or any other public authority. Any specific easements granted pursuant this Section 2.6 shall not unreasonably interfere with the use and enjoyment of the Property by the Owners.~~

~~2.7 — Sewer Facilities. Unless and until deeded, dedicated or otherwise conveyed to a public or private provider of utilities services, all sewer facilities within the Property shall be part of the Common Area and maintained by Association as provided in Sections 1.6 and 4.2. Developer and the Association shall each have the right to deed, dedicate or otherwise convey said facilities, together with appropriate accommodating easements, to any public or private provider or utilities services which shall thereafter assume the obligation to maintain such facilities, without the joinder of any other person or entity.~~

~~2.8 — Association to Cooperate. In the event Developer shall exercise its rights under this Article II to grant easements and/or to deed, dedicate or otherwise convey any portion of the Property and/or utilities facilities within the Property to any public authority or provider of utilities shall request that the Association execute any deed, easement, plat or other document in order to effectuate such dedication or other conveyance, the Association shall cooperate with Developer and shall promptly execute each such document presented to effectuate the dedication or other conveyance. If the Association shall refuse or fail to execute any such document within thirty (30) days after presentation of the document for signature, the Developer may bring action for specific performance of this provision in the Circuit Court of Pinellas County, Florida, and the Association shall indemnify and hold harmless Developer to and from all fees and costs, including reasonable attorney's fees at all trial and appellate levels or otherwise, incurred by the Developer in connection therewith whether or not such action results in a final judgment of order, and including reasonable attorney's fees and costs incurred in enforcing~~

Developer's rights to indemnify as set forth herein.

Item No. 3: Article III, Sections 3.1 and 3.3(a) are hereby amended to read as follows:

ARTICLE III

THE ASSOCIATION

3.1 Powers and Duties. The Association shall have all the powers and duties of a Corporation not-for-profit as described in Chapter 617, Florida Statutes, and those of a homeowners' association under Chapter 720 of the Florida Statutes; in addition to those as set forth herein and in the Articles of Incorporation ~~attached hereto as Exhibit C,~~ and the Bylaws ~~attached hereto as Exhibit D,~~

~~including the right to enforce the provisions of the Declaration, the right to collect assessments,~~ and such additional rights as may reasonably be implied therefrom.

* * *

3.3 Voting Rights. The Association shall have one class of voting membership:

(a) Class A. Class A members shall be all Owners ~~with the exception of the Developer and members~~ shall be entitled to one vote for each Lot owned. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled cumulatively to one (1) vote, to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Item No. 4: Article IV is hereby amended to read as follows:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. ~~The Developer, for each Lot owned hereby covenants, and e~~Each Owner of any Lot ~~except those owned by Developer by acceptance of a deed therefor,~~ whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association all assessments properly levied by the Association against the Owner's Lot, such assessments to be established and collected as hereinafter provided. Each Owner shall be liable to the Association for all assessments levied against that Owner's Lot while that Owner owns 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 the Lot. The assessments levied by the Association, together with interest and administrative late fees as described hereafter, and costs and attorney's fees incurred by the Association in connection with the collection of such assessments, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, administrative late fees, costs, and attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due, and except as may be otherwise set forth hereafter, such personal obligation shall also pass to an Owner's successors in title, and such successors shall assume full liability to the Association for all such

assessments, interest, administrative late fees, costs and attorney's fees, without prejudice to any rights such successors may have to recoup any amount so paid from the successors's predecessors in title.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property, including expenditures made and liabilities incurred by the Association in connection with its rights and obligations hereunder, such as (but without limitation) improvements within the Common Area, to monitor the security systems installed in all Dwellings located within the Property and other property to be maintained by the Association hereunder, including the roofs and exterior maintenance responsibilities of the Association as set forth in this Declaration ~~painting of all Dwellings~~.

4.3 Reserves. The Association shall establish and maintain reserve funds for the periodic maintenance, repair and replacement of improvements within the Common Area and any other improvements which the Association is obligated to maintain hereunder. The reserve funds shall be funded as part of the annual assessment levied by the Association. A reserve fund shall be established for (i) the replacement of the exterior surface of the roofs of the Dwellings, (ii) the repainting of the exterior of each separate building within the Property ~~every five to seven years, and~~ (iii) the repair, maintenance and replacement of the improvements constructed or installed on the Common Area, and (iv) such other items as determined to be appropriate by the Board. As to those reserves which have been designated and are being held for specific purposes (e.g., painting), the funds in such accounts may not be used for other purposes unless such vote is approved by a majority of those voting members who participate in the voting at a membership meeting where a quorum has been obtained. General reserve accounts may be established and may be used for such purposes as determined by the Board from time to time. At the time of the closing of the initial sale of a Lot by a purchaser directly from the Developer, each such purchaser shall make an initial capital contribution to the general reserve fund of the Association in the amount of One Hundred Fifty Dollars (\$150.00), which fund may only be used for the deferred maintenance or capital improvement of the Property as described in this Section.

4.4 Annual Assessments.

(a) The Board of Directors of the Association shall annually adopt a budget of estimated operating and reserve expenses of the Association for the next fiscal year. Such expenses shall be apportioned equally among the Lots, and the Association shall levy an Annual Assessment against the Lots based on such budget. A copy of the budget shall be sent by regular mail to each Lot Owner at least fourteen (14) ~~thirty (30)~~ days prior to the beginning of the fiscal year to which it applies.

(b) ~~Except for the first Annual Assessment,~~ The Annual Assessment shall be payable in twelve (12) equal monthly installments, each due on the first day of each successive month during the fiscal year, commencing on the first day of the first month of the fiscal year for which the budget was adopted. ~~The obligation to pay assessments or installments shall commence on the first day of the calendar month following the conveyance of the first Lot by the Developer to a Lot Owner, and the first Annual Assessment shall be adjusted according to the number of months remaining in the Association's fiscal year from that first conveyance.~~

(c) In the event a budget adopted by the Board of Directors results in the imposition of an Annual Assessment for any fiscal year which exceeds the amount of the Annual Assessment for the fiscal year immediately preceding it by more than fifteen percent (15%), the Board of Directors shall call a special meeting of the members of the Association upon receipt of a written request therefore signed by the owners of at least one third (1/3) of the Lots provided that such request is received within 15 days

from the date the proposed increase is approved. At such meeting, the members of the Association shall consider the budget, and may, by a vote of a majority of all the members entitled to vote, adopt a new budget to reduce the amount of the proposed increase in the budget, provided that the members may only reduce the budget so as to provide no less than a ten percent (10%) increase over the prior year rather than the budget adopted by the Board ~~establish a new budget to replace the one adopted by the Board of Directors.~~ If a majority of the members cannot agree on a different budget at that meeting, or if the meeting cannot be held because a quorum is not attained, then the budget adopted by the Board of Directors shall be effective, and no further consideration of the budget shall be permitted for that fiscal year. In determining whether an Annual Assessment exceeds the previous year's Annual Assessment by more than fifteen percent (15%), amounts budgeted for reserves or for one-time capital expenditures not intended to be continuing in subsequent fiscal years shall not be included in the amounts to be compared, but amounts for operating expenses included in any Special Assessment levied in the previous fiscal year shall be included in amounts to be compared.

4.5 Special Assessment. In addition to the Annual Assessments authorized above, the Association may levy, at any time and from time to time, one or more Special Assessments for the purposes of (i) paying any unanticipated but otherwise proper operating expense of the Association, or (ii) defraying, in whole or in part, the cost of construction, reconstruction, repair, deferred maintenance or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area, or of any part of a Lot for which the Association has the responsibility of maintenance; provided, however, that any Special Assessment for alteration or improvement~~construction or reconstruction~~ of any portion of the Common Area in excess of \$5,000.00 must be approved at a meeting of the members of the Association called for that purpose by a majority vote of those voting members who participate in the voting at a meeting, in person or by proxy ~~each class of members~~. The Board of Directors may levy any Special Assessment not in excess of said limitation without a vote of the members. The Board of Directors shall determine the manner and due date(s) of the payment of any such Special Assessment.

4.6 Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate to any Owner signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.7 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment or installment of an assessment not received paid within ten (10) five (5) days after the due date shall bear interest from the due date at the highest rate of interest permitted by Florida law from time to time. The Association may also impose an administrative late fee not to exceed \$25.00 for each delinquent assessment or installment. If any installment of the Annual Assessment or of a Special Assessment shall remain unpaid for thirty (30) days after its due date, the Association may accelerate payment of the balance of such Assessment immediately by giving notice of such acceleration to the Owner responsible for payment of such Assessment, and interest shall accrue against the entire remaining balance of the Assessment from the date on which the first unpaid installment shall have been due. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or may file a claim of lien against the Lot to secure the assessments and other charges and may foreclose that lien against the Lot in the same manner as the foreclosure of a mortgage. The pursuit of an action at law for damages shall not affect or otherwise constitute a waiver of the Association's right to enforce its lien against the Lot.

4.8 Subordination of the Lien to Mortgages. The lien for assessments shall be perfected by the recording of a claim of lien in the Public Records of Pinellas County, Florida, but for priority purposes, except as may be otherwise described in this Section, the effective date of the lien shall relate back to the recording of this Declaration in the Public Records of Pinellas County, Florida, and the lien shall be superior in priority to the interest of all persons or entities acquiring an interest in any Lot subsequent to the recording of the original Declaration on September 18, 1998~~this Declaration~~. Notwithstanding the foregoing, the Association's lien shall be subordinate to the lien of any ~~Institutional~~ First Mortgage which was recorded prior to the recording of the Association's claim of lien as to the Lot encumbered by such mortgage. The conveyance of the title to a Lot pursuant to a public sale held in connection with the proper foreclosure of ~~a an Institutional~~ First Mortgage encumbering the said Lot having priority over the assessment lien as described above shall extinguish the assessment lien as to those assessments or installments which became due prior to such sale or transfer, and the purchaser at such foreclosure sale, and the successors in title thereto, shall have no liability to the Association for any assessments or other charges chargeable to the former Owner, but rather such assessments and other charges shall be collectjable from all the Lot Owners, including the purchase at the sale, in their proportionate shares. No transfer of a Lot shall affect the enforceability of the lien for assessments against the Lot. No sale or transfer shall release any Lot from liability for assessments thereafter becoming due or from the lien thereof.

Item No. 5: Article V, Sections 5.1 and 5.3 are hereby amended to read as follows:

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Control. ~~Once the construction of the improvements on any Lot has been completed by the Developer, n~~No Dwelling, building, wall, fence, pavement, spa, swimming pool, or other alteration, addition, or improvement of any nature shall be erected, placed or altered on any portion of the Property, including a change in paint color or other exterior appearance of the Dwelling, until the ~~construction~~ plans and specifications and a plot plan showing the location of the improvement shall have been approved in writing by the Architectural ~~Control~~ Committee or the Board of Directors (all references herein to an Architectural Committee shall be deemed to refer to the Board of Directors if the Board has determined that it will perform these functions). Each improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the Architectural ~~Control~~ Committee ("the Committee") deem sufficient. Any change in the exterior appearance of any Dwelling, building, wall, pavement, other structure or improvement, and any change in finished ground elevation shall be a change requiring approval under this Section 5.1. In the event the Committee shall fail to approve or disapprove any plans or specifications within thirty (30) days of submission of all required information, approval of such plans or specifications shall be deemed given, provided that the Committee may notify the applicant that an additional thirty (30) days is needed if circumstances warrant. The Architectural ~~Control~~ Committee shall have the power to adopt architectural standards, and/or to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section. The Architectural ~~Control~~ Committee shall be ~~composed of such persons, but not less than three (3), as may be appointed~~ from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. Members of the Committee need not be members of the Association. In the absence of specific appointment, the Board of Directors shall serve as the

Architectural Control Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate representatives or agents to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

5.23 ~~Liability of Architectural Control Committee.~~ The Architectural Control Committee and the Board of Directors and each of its members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of the Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. The Committee shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any Owner by acquiring title to any Lot agrees not to bring any action or claim for any such damages against the Architectural Control Committee, the Board of Directors, or its members, agents or employees, arising out of any decision.

Item No. 6: Article VI is hereby amended to read as follows:

ARTICLE VI

MAINTENANCE AND COMMON AREAS: INSURANCE

6.1 Maintenance of Common Area, Lawns and Landscaping. All of the Common Area, including the surface water management system, 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.

(a) ~~Trees, grass, shrubs and plantings placed on each Lot by the Developer, which is to include the front and side yards of each Lot, Common Area and any shrubs planted by the Developer on the rear property line of selected lots, and replacements thereof, shall be maintained by and at the expense of the Association. The Association shall only be responsible for maintenance of the lawns and landscaping located in the front and side yards of the Lots. Further, as to trees planted by the developer or the Association, the Association will only trim Queen Palms, Hibiscus and Myrtle Trees in these areas, and Owners will otherwise be responsible for maintaining all trees, and for the replacement or removal of trees. Any removal and replacement of trees must comply with any requirements of the City of Dunedin and any replacement trees must also be approved by the Architectural Committee. The Association's responsibility for the lawns will only be to mow and edge the lawns, to provide fertilization, weed and pest control, and in the event that any portions of the lawn need to be replaced the Owner, will be responsible for such costs. Similarly, if any shrubs or landscaping need to be replaced, the Owner will be responsible for such replacement. The Owner will also be responsible for all maintenance in any rear yard on the Lot, including weed control, starting with a point parallel to the rear of the Dwelling located on such Lot.~~

(b) In that every Lot on the Property will be individually metered for irrigation as provided by the City of Dunedin's brown water system, every Owner of a Lot is financially responsible for the payment of their individual water irrigation invoice as provided by the City of Dunedin. In order to properly irrigate each Lot to prevent the loss of grass, shrubs and plantings, the Association shall be

solely responsible for the meter settings on every Lot and the Common Area. The Owner of a Lot is prohibited from changing any meter setting for irrigation as set by the Association. Should an Owner tamper with the meter setting and such tampering causes the loss of grass, shrubs and plantings, then the Association is empowered to replace such loss at the cost of the Owner. The Association shall invoice the Owner for such replacement and if not paid by the Owner within 30 days of receipt of invoice, then the Association has the right to place a lien on the Lot as provided for and enforceable by Section 6.4. Should an Owner fail to pay an irrigation invoice as issued by the City of Dunedin, and such failure causes the City to turn off the water supply to that Lot, then the Association is empowered to pay the invoice to restore water service to that Lot and the Association shall bill the Owner for such cost which shall be paid by the Owner within 15 days of receipt, and if unpaid by the Owner, then the Association has the rights as stipulated in Section 6.4. Should the loss of water supply to a Lot be due to nonpayment of the water bill and grass, shrubs and plantings be lost as a result thereof, then the Owner of the Lot shall either replace all such items, or if the Association replaces any of these items, the Owner shall be assessed by the Association for the replacement thereof as stipulated herein. The Association will maintain, repair and replace the irrigation system in the front and side yards of the properties with the exception of the timer/control and any actuating valves, and the Owners will be responsible for any irrigation system maintenance, installation or replacement in the rear yards of the Lots. Further, the maintenance and replacement of the control panel on each Lot will be the responsibility of the Owner, when required. Notwithstanding the foregoing, in the event any Lot(s) do not have irrigation systems originally installed by the Developer, then the Association shall not be responsible for the installation of an irrigation system on such Lot(s); however, the Owner(s) may install an irrigation system on such Lot(s) upon application and approval for such system by the Architectural Committee.

(c) In the event that the need for maintenance or repair of the Common Area, any personal property owned by the Association, or any other items to be maintained by the Association as provided in Section 6.2 of the Declaration is caused by the willful or negligent act of an Owner, his tenants, family, guests, invitees or licensees, such Owner shall indemnify the Association for all costs of such maintenance or repair, and such costs as are actually expended by the Association for such maintenance or repair shall be secured by a lien against such Owner's Lot as provided in Section 6.4.

(d) The Association will provide for subterranean termite control on the Lots, and the Owner will be responsible for all pest control and termite treatment inside the Dwelling. In the event that attached dwelling units need to be tented due to termites or other pests, all Owners of such dwellings in the affected building will cooperate in connection with the tenting process, including vacating their dwelling unit as needed and paying a pro rata share of the cost.

(e) The Owner of each Lot shall, except as otherwise provided in this Declaration, be responsible for the maintenance, repair and replacement of all improvements within his Lot.

6.2 Maintenance of Roof and Exterior of Dwellings. The Association, subject to the provisions of Sections 4.7(b) and 6.1 hereof, shall be responsible for monitoring the uniform appearance of the exterior of the Dwellings and the Lots. Uniformity of appearance of the improvements within the Property is of paramount importance, and the Association is charged with the obligations of ensuring that such uniformity is maintained. Accordingly, the Association shall be responsible for the maintenance of the exterior surfaces of the Dwellings which, for the purposes of this Declaration shall mean the periodic painting of the exterior walls of the Dwellings, replacement of the exterior surface of the roofs of the Dwellings and the replacement of gutters and downspouts only due to wear and tear and not due to the cause of wind and/or rain storms which would be the responsibility of the Owner of the Lot. For the purposes of this Section, the exterior surface of the roof shall mean the shingles or other installed exterior

roof surface material as well as the felt and the flashings which are part of the roof system only, and it is not intended that the Association shall have responsibility for any part of the underlayment or the support for the roof structure beneath that surface. The Association shall have no responsibility regarding the repair of any leak in any roof system of a Dwelling, unless the leak results from the negligence of the Association or its contractors during the performance of the Association's obligations to ~~repair, maintain or~~ replace the exterior surface material. Such painting and any other maintenance, repair and replacement as provided for herein shall be performed at such times and by such persons as may be designated by the Board of Directors. All other maintenance, repair or replacement of the Dwellings or the Lots not designated herein or in Section 6.1 above as the responsibility of the Association shall be the responsibility of the Owner. Touch up painting in the original paint color is permitted with approval of the Architectural Committee, that is, around front door, wood trim, front stoop, exterior walls, etc.

6.3 Care and Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including walls, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner. Upon the Owner's failure to so, the Architectural ~~Control~~ Committee may, at its option, and with the approval of a majority of the Board of Directors of the Association, after giving the Owner ~~fifteen (15) thirty (30)~~ days written notice, or less notice in the event of an emergency situation, sent to his last known address, and then make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, if the Owner has failed to do so, with funds of the Association. The Owner of such Dwelling shall reimburse the Association for any work so required, and to secure such reimbursement the Association shall have a lien upon the Lot as provided in Section 6.4 below.

6.4 Lien Rights; Foreclosure. To secure payment of the cost of performing any work described in Section 6.3, the Association shall have a lien against the Lot of the defaulting Owner. Said Claim of Lien~~notice~~ shall state the sum payable 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 obligation or expense is incurred, but shall not be binding against creditors until said notice is recorded. The lien provided in this Section shall be different from the lien described in Article 4 of this Declaration, and shall stand only as security for expenses due to the Association pursuant to this Article 6. 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 the foreclosure of a lien for unpaid assessments~~mortgage~~. The amount due and secured by said lien shall bear interest at the highest rate permitted by Florida law from time to time, from the date of demand for payment and in any action to enforce payment the Association shall be entitled to recover costs and reasonable attorney's fees, at all trial and appellate levels, all of which shall also be secured by the lien being foreclosed. The defaulting Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure. The Association shall have the right to bid at any foreclosure sale and acquire title to the Lot being sold.

6.5 Utilities, Equipment and Fixtures. 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 Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures installed within the Property serve more than one Dwelling, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the Owner of the dwelling whose residents, guests, or invitees~~person~~ caused ~~causing~~ the damage shall be liable for all expenses incurred by ~~Owner or Owners~~ 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 paid by the Owner reasonably deemed responsible by the Board of Directors, and if it cannot reasonably be determined which Owner was responsible the cost shall be borne 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 payable by an Owner pursuant to this Section which is paid on behalf of such Owner by another Owner or by the Association shall be repaid upon demand, and shall be secured by a lien upon such Owner's Lot as provided in Section 6.4.

6.6 Real Estate Taxes on Common Areas. ~~Immediately following the recording of the plat or plot of subdivision in the Office of the Recorder of Pinellas County, Florida; r~~Real estate tax liability on all Common Areas, if any, as designated by the plat or plot of subdivision, shall henceforth be the responsibility of the Association. The Owners of Lots within the subdivision, ~~except those Lots owned by the Developer,~~ shall be assessed by the Association for their pro rata share of real estate taxes on the Common Areas by dividing the real estate tax liability equally between all by 120 H_Lots. ~~Any and all funds paid by the Developer for the purpose of satisfying real estate tax liability on the Common Areas following the recording of the plat or plot of subdivision shall be reimbursed to the Developer by the Association.~~

6.7 Party Walls and Outside Fencing.

(a) Each Wall which is built as a part of the original construction of the Dwellings and placed or intended to be placed on the dividing line between any two duplex Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 6.7, the general rules of common law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. It is intended that one-half of such wall shall be built on each side of the property line forming the boundary between the two Lots, regardless of the actual location of the wall.

(c) If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used of the party wall may restore it, and if any other Owner whose dwelling abuts~~thereafter makes use of~~ the party wall, ~~such other Owner~~ shall contribute to the cost of restoration thereof in proportion to his use, without prejudice, however, to the right of any Owner to call for a larger contribution from the adjacent ~~other~~ Owners under any rule of common law regarding liability for negligent or willful acts or omissions.

(d) The right of any Owner to contribute to any other Owner and the obligation of any Owner to make contributions under this Section 6.7 shall be appurtenant to the land and shall pass to each such Owner's successors in title.

6.8 Damage; Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvement within the Common Areas 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 rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas, or other improvements, are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace such improvement in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be done substantially with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Architectural Control Committee. The Association shall obtain and maintain as a common expense of all Owners casualty and public liability insurance covering the Association's interest in the Common Areas ~~and the Association's liability as to the repair and replacement of portions of the Lots for which it has the responsibility of maintenance, repair and replacement,~~ as well as the Association's liability to the general public for injuries and damages occurring on the Common Areas, and other property in the subdivision, in such amounts as the Association may determine from time to time. Each Owner shall at all times maintain, for each Lot owned, adequate casualty insurance or a bond if self insured, in such amounts as may be determined from time to time by the Board of Directors (after consultation with appropriate experts) to provide for complete reconstruction of all improvements on such Lot after casualty, excluding excavation and foundation costs. The Association will not be required to specify the amount of insurance to be maintained by the Owners, and shall not be liable for the failure of an Owner to have adequate insurance. Each Owner shall also maintain and public liability insurance coverage in such amounts as may be required by the Association from time to time, to provide coverage for property damage or bodily injury to third parties. Upon request, each Owner shall have the Association named as an additional insured (if possible) as to casualty and/or liability insurance obtained by the Owner, required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association may, after thirty (30)three (3) days written notice, by certified mail, 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 provided in Section 6.4 above. The Association will not be required to obtain such insurance, and will not be liable if it fails to do so.

Item No. 7: Article VII is hereby amended to read as follows:

ARTICLE VII

GENERAL USE RESTRICTIONS

7.1 Residential Use. All of the Property shall be known and described as residential property, and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Section 2.3. The use of the Lots shall be limited to residential uses only, and no commercial, industrial or other non-residential use shall be permitted anywhere on the Property; provided, however, that certain home-based businesses which do not adversely impact surrounding properties, as defined and interpreted by the Board of Directors, will not be prohibited. ~~the use of the Property by the Developer for the development and sale of the Lots shall not be considered a violation of this restriction.~~ No Lot or Dwelling on any Lot may be subdivided into more than one residential dwelling unit, and no more than one family shall reside within any Dwelling at any particular time.

7.2 Leasing of Lots. The Lots may be leased or rented by the Owners thereof, subject to the following provisions and conditions:

(a) No Dwelling may be leased independent of the remainder of the Lot. No Lot shall be leased for a term of less than seven (7) months, and if a lease of a Lot is commenced, no subsequent lease of that Lot may be commenced until the expiration of at least seven (7) months after the commencement of the prior lease; provided however, that the Board of Directors of the Association shall have the right to grant special exceptions to this commencement restriction if the restriction would create a significant financial hardship against the Owner seeking approval of the new lease through no fault of that Owner. ~~The only exception to the above lease term as specified shall be that of the Developer having the right to sell with a leaseback provision a Dwelling constructed for the purpose of being a model for perspective buyers viewing. Such term exception shall be a period of not less than three months.~~

(b) All leases of any Lot shall be subject to, and shall by this provision expressly include, a requirement for compliance with all the terms, provisions, covenants and restrictions of this Declaration and the rules of the Association concerning the use of the Property, except in instances whereby the Developer utilizing a Dwelling as a model for business purposes whether or not such model is owned by the Developer. Tenants, whether or not so referenced in any lease, and all others claiming a right to possession or use of any portion of the Property by, under or through the tenants, shall by taking or claiming the right to possession, comply with all covenants and restrictions of this Declaration and all rules of the Association concerning the use of the Property, except as otherwise noted herein, and all such persons agree that the Association shall have a right of enforcement and eviction, if appropriate, directly against any such person for violation of restrictions, covenants or rules, and that the Association shall be entitled to recover its costs and reasonable attorney's fees from such person (the Owner is responsible for the Association's costs and fees in the event of violations or other legal action involving a tenant, if the Association is the prevailing party in such litigation or enforcement action) in connection with any legal action commenced by the Association, or by the tenant or the Owner of the Lot concerning the interpretation or enforcement of the Declaration against such person, ~~except as to the Developer's rights to utilize a Dwelling for business purposes as specified herein whether or not such Dwelling is owned by the Developer.~~ Nothing herein shall be construed as to relieve the Owner of any Lot from the obligation of ensuring that those persons using the Property with his permission or at his request comply at all times with the covenants, restrictions and rules concerning the Property, except as otherwise provided herein.

(c) No lease of any Lot may commence unless the written approval of the Association has first been obtained in accordance with the other terms of this paragraph. At least 30 days ~~p~~Prior to the commencement of any lease of a Lot, the Owner shall submit to the Association an application for approval of the lease, which application shall include all information reasonably requested by the Association and a copy of the proposed lease agreement. The Association may also charge a fee in connection with the review ~~approval~~ of the application, of up to Fifty Dollars (\$50.00) for each applicant, a husband and wife combination, or a parent/child(ren) combination being considered a single applicant for such purposes, in such amount as established by the Board of Directors from time to time. The Association may also require an interview of the proposed tenant(s) and shall approve or disapprove of a proposed lease within twenty (20) ~~seven (7)~~ days after receipt of both the fully completed application and payment of the application fee, or within 5 days following the interview, whichever occurs later.

(d) If the lease is approved, the Association shall notify the Owner of such approval, and the Owner may commence the lease on the date and under the terms as described in the lease. If the lease is disapproved, the Association shall so notify the Owner in writing, giving the Owner notice of the reason for such disapproval ~~and refunding to the Owner the application fee paid by the Owner,~~ and the

Owner shall not commence the lease, any commencement or attempted commencement of such lease after disapproval being considered an intentional violation of this Declaration by the Owner and the tenant. Reasons for potential disapproval may include, but are not limited to, prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community, or providing false or incomplete information in connection with an application.

If the Association shall not give the Owner written notification of the disapproval of a proposed lease within the time frame set forth above, ~~seven (7) days~~ after receipt by the Association of a fully completed application for approval and payment of the full application fee, then such proposed lease shall be deemed approved by the Association. No approval of a lease, whether expressly or by failing to timely disapprove, shall act as a waiver by the Association of any covenant, restriction or rule relating to the Property, and no Owner or tenant may raise any such approval as a defense to any action by the Association to remedy a violation of this Declaration or the rules of the Association by the Owner, a tenant, or any other person taking or claiming possession of a Lot by, under or through a tenant pursuant to a lease of such Lot. In connection with a lease approval, the Association may require the Owner and the Tenant to sign a Lease Addendum agreement to confirm the applicability of the rules and restrictions, and the Association's enforcement rights under this section. ~~The only exception to this Section 7.2(b) being circumstances whereby the Developer under a leaseback provision on a contract for sale and purchase leases the Lot and Dwelling from the Owner to use for business purposes.~~

(e) The right to use the Common Area shall pass to each tenant of a Lot, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to use the Common Area during any period that his Lot is leased. No Lot which is under lease from the Owner shall be occupied by more than two persons for each bedroom in the Dwelling.

7.32 Structures. Each Dwelling within the property shall be erected within a Lot, subject to unintentional encroachment as described in Section 2.3. Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulations and this Declaration.

7.43 Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any portion of the Property, except as provided in Section 7.1 above, that real estate brokers, Owners and their agents may show the Lot and the Dwelling for sale or lease within the provisions hereof and the Developer's rights as provided within this Declaration. No activity shall be conducted or permitted upon any Lot, which may become a nuisance or unreasonable annoyance to the other residents of the Property, ~~except that activity conducted by the Developer in the completion of development and construction of the Property.~~ No illegal, noxious or offensive activity shall be permitted or carried on upon any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to any other Owner or resident of a Lot. No Owner shall permit any use of his Lot or Dwelling or make any use of the Common Area that will increase the cost of insurance above that required when the Dwelling is used for the approved purposes, or that will cause any insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with rules and regulations promulgated from time to time by the Association, and except for personal property owned by the Association.

7.54 Animals. No animals shall be kept, permitted, raised or maintained on any Lot, except as permitted herein in this Section 7.1. The Owner or approved tenant of a Lot may keep no more than a total of three (3) domestic house pets, cumulatively meaning only dogs, cats and small caged birds, on

any Lot for the pleasure and use of the occupants ~~except that cats and birds which are kept exclusively inside the Dwelling shall not be counted for purposes of this three pet limitation.~~ No animals of any kind or size may be brought onto or kept on the Common Area of the Property at any time. No livestock ~~or exotic animals~~ may be kept on any Lot, temporarily or permanently. No animals may be kept for commercial breeding use or purposes. No animal in excess of approximately eighty (80) pounds in weight (except for dogs trained and used for the purpose of assisting Owners or tenants with visual or other hearing disabilities or dogs in training in a certified program for such use) may be brought onto the Property at any time, whether temporarily or permanently. Additionally, the Board may adopt rules prohibiting dangerous or overly-aggressive breeds of dogs such as Pit Bulls Terriers, Rottweillers, Doberman Pinschers, Chows and German Shepards (to include dogs with any mixture of such breeds or dogs exhibiting a majority of characteristics of such breeds) from being brought onto the property, with any existing dogs which do not comply with these new restrictions to be allowed to remain until they expire or are removed from the property. The right to keep pets on the Lot is a privilege, and the Owner of the Lot shall be responsible to ensure that any animal kept on any Lot shall not constitute a nuisance or hazard to others. Any animal kept on any Lot must be under the direct supervision and control by leash, bird cage, or other harness of the person having custody of such animal at any time the animal is outside the Dwelling. If the rear yard of a Dwelling is completely separated from all other parts of the Property by a fence ~~or hedge,~~ then the animal may be permitted to run loose in the rear yard without a leash and provided that no disturbance of other residents is caused. No pets may be kept outside at night, or at any time when not under the control and supervision of a responsible resident. In the event that the Board determines that any pet is creating a nuisance, or disturbs or interferes with the peaceful enjoyment of the Property by other owners or occupants, or if the owner of the pet fails to comply on multiple occasions with rules and restrictions relating to such pet, the Board of Directors may require such animal to be removed from the property, provided that notice to the pet owner and an opportunity for a hearing before the Board of Directors will be provided before an animal is ordered to be removed.

7.64 Temporary or Accessory Structure. No structure of a temporary character, trailer, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or otherwise, either permanently or temporarily.

7.75 Fences: Spas / Hot Tubs / Swimming Pools. No wood, chain link or any other type of fence shall be constructed on any Lot or the Common Area, except those constructed by the Developer as part of the original improvement of the Lots and Common Areas, and those approved in writing by the Board. Subject to compliance with all applicable governmental regulations, spas, hot tubs, swimming pools and other similar improvements to a Lot may be constructed within the confines of the Owner's Lot in accordance with plans and specifications and conditions approved in advance by the ~~Developer and/or the Architectural Committee~~ in accordance with Section 5.1. Each such improvement shall be maintained and insured against casualty solely at the expense of the Owner of the Lot upon which it is constructed, with the Association having the same right upon the Owner's default of said obligation as provided in Section 6.3.

(a) The Association only owns and maintains the perimeter walls and insert fencing. All other fences must be maintained by the Lot Owner. Fence gates must be kept closed except when in use.

(b) Existing wooden fences in the community will be allowed to remain so long as these are maintained in good condition. When any substantial portion of a wood fence needs to be replaced, in the opinion of the Architectural Committee ("Committee"), replacement fencing must be of

white vinyl material, with a height not exceeding 6 feet and must encompass the whole length of that line of fencing. Owners will not be required to replace fences and may choose to have no fencing if they wish.

(c) The Architectural Committee will establish the design and type of fencing, and fence height, which will be allowed in different locations within the community. Prior written approval must be obtained from the Committee before replacing existing fences or constructing any new fences.

(d) Setback requirements for fences include the following: fences on the side of the property cannot extend more than 15 feet from the rear corner of the house toward the street. The Committee may establish other setback or use requirements on a case-by-case basis to attempt to achieve reasonable harmony and consistency with surrounding properties.

(e) Fencing in the side yard may be permitted by the Committee in order to conceal air conditioning units and trash cans and similar items. Any such fencing must be no more than 4 feet in height and in a style established by the Committee.

7.87 View Obstructions. The Association shall have the right, but not the obligation to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the reasonable judgment of the Association, obstruct the vision of a motorist upon any public or private access street so as to cause a potential safety hazard.

7.98 Vehicular Parking. Parking on the Property is extremely limited, and for the purpose of preserving uniformity of appearance of the Lots, the following parking restrictions shall apply to the Property:

(a) Only personal transportation vehicles of the residents of Dwellings on the Lots, and their guest, shall be permitted to be parked on the Property.

(b) No commercial vehicles of any kind, whether or not marked with lettering or other business markings, so long as the installation or storage of commercial equipment or other exterior commercial modifications have been made to such vehicle, may be parked on the Property, either temporarily or permanently, unless such vehicle is parked in a garage and concealed from view at all times. Also, except that vehicles belonging to service contractors may be brought onto a Lot temporarily while the owner of such vehicle is performing its services for the resident of the respective Lot. Additional rules and regulations may be adopted by the Board to further define what constitutes a "commercial vehicle".

(c) All vehicles brought onto the Property by or with the permission of the residents of a Lot shall be parked inside the garage or on the driveway of the respective Lot at all times, except that temporary parking shall be permitted in the area designated for parking on the Common Area when the operator of the vehicle is using the Common Area recreational facility. No vehicle of any kind, ~~even if otherwise permitted to be parked elsewhere on the Property,~~ may be parked overnight in the Common Area parking area, unless written permission has been given by the Board.

(d) No vehicle may be parked overnight on the street abutting the Lots. No vehicle may be parked on any lawn or other landscaped area within the Property at any time. Guests of Lot

Owners or residents may park on the street while visiting so long as the vehicle does not block a driveway or mailbox of any Lot on the Property, or otherwise interferes with traffic flow, and is not parked overnight.

(e) No recreational vehicle of any kind, travel trailer and no other vehicle larger than a standard passenger van shall be parked on the Property at any time, with the exception of such a vehicle being packed or loaded/unloaded or stocked with items that an Owner of or resident of a Dwelling deems necessary for the purpose of traveling or vacationing. In such instances the vehicle is permitted to be parked overnight for one night for loading or unloading purposes so long as the vehicle does not interfere with or create a hazard to any other Owner or resident.

(f) No boat or boat trailer or other similar personal property, whether or not moveable under its own power, shall be parked at any time within the Property unless such vehicle is completely enclosed within a garage on a Lot.

(g) No vehicle that is not properly licensed and registered to be driven on the public highways, and no vehicle that is in disrepair or cannot move under its own power shall be parked on the Property at any time.

(h) Any pickup truck with a carrying capacity in excess of three-fourths (3/4) ton will be considered a commercial vehicle and the owner and operator of any such vehicle must comply with all rules and restrictions relating to commercial vehicles.

(i) No mopeds, motorized skateboards, all-terrain vehicles, or other similar items are to be operated on any of the streets or other property in the community.

(j) Driveways can be widened to the width of the garage with poured on-site concrete. Prior written approval for any driveway modifications, to include widening under this paragraph, must be obtained from the Architectural Committee.

(k) Exterior portions of the home, the driveway and any walkways on the property should be kept clean, free of mildew and in good repair.

7.109 Fuel Tanks; Water Softeners. Other than propane tanks for fuel grills, nNo fuel tank, fuel container, fuel cylinder or water softener shall be permitted to be placed on or about the outside of any of the Dwellings. No fuel tanks, fuel containers, fuel cylinders or water softeners shall be installed underground unless this provision is first specifically waived in writing by the Architectural ~~Control~~ Committee, which waiver may specify conditions as to design, construction, location and / or installation.

7.1140 Address Numbers. Dwelling Plates. Uniform address numbers, six inches in height. A plate approved by the Architectural Committee Association showing the number address of the Dwelling shall be placed on each Dwelling. Any change in the size, location, design, style and type of material for each plate shall be first approved by the Architectural Committee Association.

7.1244 Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Committee Association. The only exception being that the receptacle provided by the Developer on each Lot shall be an acceptable receptacle.

7.1342 Garbage/Trash. Garbage and trash collection shall be performed by the Sanitation Department, City of Dunedin and the cost of such is included in the water and sewer bill as provided by the City to all Lot Owners at the Property; and thus the payment of which is the responsibility of the Lot Owner. No trash, garbage, rubbish, debris, waste material, or other refuse shall be allowed to accumulate or remain on any part of any Lot, nor upon any land or lands contiguous thereto, ~~except by Developer~~. No fires or the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of any Lot. Owners shall deposit all garbage in plastic or paper bags within appropriate containers. ~~No~~ Garbage containers shall be placed in the garage or remain outside of a Dwelling by the garage service door upon any Lot except on the days garbage collection is to be made from such Lot.

7.1443 Laundry Hanging. Laundry hanging upon or visible from the Common Areas or any other Dwelling shall not be permitted.

7.1544 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

7.1645 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale" or other approved and / or "Open for Inspection" sign upon each Lot not exceeding 36" X 24", fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground at the base of the sign. Signpost must also be placed at least six (6) feet back from the sidewalk and must be removed within twenty-four (24) hours after the closing of a sale has taken place. ~~Notwithstanding anything to the contrary herein, the Developer, its successors, agents and designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose within the Property.~~

7.1746 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 herein. ~~Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls.~~ No wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, shall be constructed, installed, planted or otherwise placed, either temporarily or permanently, in the front or side yard areas of the Lots, or in any other part of the Property for which the Association has the responsibility of maintenance without prior written permission of the Architectural Committee.

7.1847 Ponds. Any ponds or other water retention areas (Ponds) constructed by the Developer within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of Lots or members of the public use such Ponds for swimming, bathing, boating, fishing or other recreational purposes, other than recreational purposes specifically allowed by the Board from time to time.

7.1948 Wells; Oil and Mining Operations. No water wells may be drilled or maintained on a portion of the Property, except as that authorized by the Board of Directors and Developer to the City of Dunedin. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

7.2049 Electrical Interference; Antennas. No electrical machinery, device or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. ~~This provision shall not prevent the~~

~~Developer from using any equipment required in construction of any improvement upon the Property. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics. The only exception to this prohibition is Section 7.19 being the installation of a maximum 18 inch satellite dish or other reception device which is specifically required to be permitted under federal or other applicable laws (i.e. the dish manufactured by RCA). However, the Owner or a resident of a Lot is to make every effort in the physical placement of such a dish or device so that it is placed in a location that is located on the rear side of or the rear of the Dwelling, and as inconspicuously as reasonably possible, but in no instance on the roof.~~

~~7.2120 Garage/Yard Sales. Garage/yard sales are permitted only immediately prior to the sale of a home, or when the Owner is moving out of the home. Otherwise, community garage sales will be held at such times as established by the Board, no more than four times per year per Lot on Saturdays from 9:00 a.m. to 5:00 p.m. Residents may utilize the Clubhouse Parking Lot for the garage/yard sale with the prior approval of the Events Committee. Residents may have a yard sale upon the sale of their home, even if they have exceeded the maximum of four sales per year.~~

~~7.2224 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots and Common Area, and consistent with the terms of this Declaration may be made and amended from time to time by the Board of Directors and/or the Association in the manner provided in the Articles and Bylaws. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their families, guests, invitees and lessees shall use the Common Area and the Lots only in accordance with such rules and regulations.~~

~~7.23 Occupancy Limits. No Dwelling in the community may be occupied by more than seven (7) persons for the three (3) bedroom homes which exist. This excludes temporary guests who will be permitted in accordance with rules adopted by the Board. Hardship exceptions may also be allowed by the Board on a short-term basis.~~

~~7.24 Guest Occupancy in Absence of Primary Resident. Guests who occupy a Dwelling in the absence of an Owner, or approved tenant, are to be limited to a maximum period of time of fourteen (14) days per stay, with a maximum number of such guest occupancies limited to three (3) per calendar year. Immediate family members (spouse, parents, children, grandparents and grandchildren, and brothers and sisters) will not be subject to the time limitations which apply to other guests. Exceptions to these limitations may be approved by the Board.~~

~~7.25 Hurricane Shutters and Protective Materials. Hurricane shutters and other protective materials must be pre-approved by the Architectural Committee with regard to type, color, style and manner of installation. The Board of Directors or Architectural Committee may adopt additional rules and guidelines relating to the installation and use of both temporary and permanent hurricane shutters and protective materials.~~

~~7.26 Responsibility of Owners. The property Owner will be responsible for all actions and inaction of guests, tenants, invitees or other persons coming onto the Property of such Owner, or into other portions of the community. This applies to all liability and responsibility for any violations of the rules and restrictions relating to the use of the Property in the community, and for any damages caused to persons or property, and for all costs and reasonable attorneys' fees incurred by the Association which arise out of the actions of any such persons.~~

Item No. 8: Article X is hereby amended to read as follows:

ARTICLE ~~VIII~~ X

RESTRICTIONS ON TRANSFER

~~8.110.1~~ No Lot may be transferred by any Owner until the prospective purchaser has met with the Association and ~~or~~ signed a written agreement to observe and abide by all terms of this Declaration and any additional rules and regulations affecting the Property or any part thereof. Further, the right of any Owner to sell or otherwise convey any Lot is subject to approval by the Association, a right of first refusal in favor of the Association and /or assigns, as follows. Any Owner wishing to convey a Lot shall submit an application to the Association, with a copy of the proposed contract or other document(s) relating to the sale or transfer as may be requested by the Association, the name of the proposed transferee and the terms of the transfer to the Association in writing. Within ~~seven (7)~~ ten (10) business days thereafter the Association shall ~~may~~, by written notice to the Owner, approve or disapprove the transfer, elect to acquire the Lot under the same terms as contained in the notice given to the Association by the Owner. If a proposed sale, transfer, or conveyance is disapproved by the Association, the Owner shall be so advised in writing, and the sale, transfer, or conveyance shall not be made. Any sale, transfer, or conveyance made in violation of this Declaration shall be voidable, and the Association may institute suit in which event the Owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association. Reasons for disapproval may include, but are not limited to, prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community, or providing false or incomplete information in connection with an application.

If the Board of Directors declines or fails to approve or disapprove the transfer ~~acquire the Lot~~ within the ten (10) ~~seven (7)~~ day period, then the transfer may be completed by the Owner ~~on the same terms as were submitted to the Association. The Association may assign its right to acquire the unit as aforesaid to any other person or entity. The right of first refusal described in this Section 10.01 shall not apply to any transfer by devise or descent, any transfer to a trustee or nominee, or any transfer to a mortgagee or purchaser the foreclosure sale of any proceedings in lieu thereof.~~

(a) Right of First Refusal. In addition to any rights which the Association may have to disapprove a sale, the Association and its designees will also have a right of first refusal in regard to any proposed sales over the prospective purchaser at the price and on the terms contained in the contract for purchase. The Board of Directors will adopt rules and procedures in connection with its right to exercise a right of first refusal, including the manner in which notice may be provided to the members of the Association regarding the terms of the proposed sale; the manner in which Owners must respond in order to express interest in purchasing the unit; and the method by which competing offers to exercise the right of first refusal will be dealt with.

Item No. 9: Article IX is hereby deleted in its entirety.

Item No. 10: Article XII is hereby amended to read as follows:

ARTICLE IXH

MISCELLANEOUS

9.142-1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida,¹ 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 Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of twenty five (25) years from the date the original this Declaration was recorded on September 18, 1998, 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, an instrument in writing, signed by a majority of the Owners of Lots within the Property, has been recorded in the Public Records of Pinellas County, Florida, which instrument may alter or rescind this Declaration in whole or in part. This Declaration may be amended or modified at any meeting of the members of the Association called for that purpose by the affirmative vote of the Owners of at least a majority of the Lots; ~~provided, however, that as long as the Developer shall own and hold any Lot for sale to the general public, no amendment of this Declaration shall be effective unless the Developer shall join into the execution of the certificate evidencing such amendment.~~ No amendment of this Declaration pursuant to this Section, however, shall require a Lot Owner to remove any structure constructed in compliance with this Declaration as the same existed on the date on which the construction of such structure commenced; ~~nor shall any amendment pursuant hereto require the Developer to relinquish any rights reserved to it under this Declaration.~~ Amendments properly approved hereunder shall be evidenced by a certificate amending this Declaration executed in recordable form by the Association, and shall become effective at the time such fully executed certificate is recorded among the Public Records of Pinellas County, Florida.

9.242-2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in Declaration, Bylaws, Articles of Incorporation, or Florida Statutes, it shall be the right of ~~the Developer~~, 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, and the prevailing party in any such action shall be entitled to recover if such person is found in the proceedings to be in violation of 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, at all trial and appellate levels, and in connection with all mediations and arbitrations, ~~incurred by the party enforcing the restrictions set forth herein.~~ ~~The Developer 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 the Association Developer or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall ~~not 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 Developer~~, the Association or any of the Owners from enforcing the restrictions set forth herein.

~~9.312.3~~ Notice. Any notice permitted or required to be sent to any Owner under the provision of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, by regular mail to the last known address of said Owner, unless some other type of notice is specifically required herein.

~~9.412.4~~ Severability. Invalidation of any term or provision of this Declaration by judgement or court order, or other applicable law, shall not affect any of the other provisions hereof which shall remain in full force and effect.

~~9.512.5~~ 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; the use of the term "including" shall mean "including without limitation"; and any reference to "attorney fees" shall mean "reasonable attorney's fees incurred before, during and after litigation, including appellate proceedings, and any mediations and arbitrations which relate to such proceedings required by any court". 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.

~~12.6~~ FHA / VA / FNMA Approval. ~~As long as there is a Class B membership, the following actions shall require the prior approval of the FHA or the VA and holders of FNMA insured first mortgages encumbering any Lot; annexation of additional properties not adjacent to the Property and owned by Developer or its successors and assigns, dedication of Common Area except as described in Section 2.6 and 2.7, and any amendment of the Declaration which materially, adversely affects the rights of any holder, insurer or guarantor of a mortgage encumbering any Lot (except as set forth in Article XI). Further, so long as the FHA or VA holds, insures, or guarantees any mortgage encumbering a Lot, all rules and regulations promulgated by the Association shall be subject to veto by the FHA and / or VA.~~

~~12.7~~ Approvals. ~~Wherever herein the consent or approval of the Developer, the Association or the Architectural Control Committee 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 the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval 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.~~

~~12.8~~ Assignments. ~~The Developer 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, firms or corporation as it shall select, and or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by the Developer by any part or section of this Declaration. 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 the Developer 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.~~

Item No. 11: Article XIII is hereby amended to read as follows:

ARTICLE XIII

SURFACE WATER MANAGEMENT SYSTEM

~~10.143.1~~ The Surface Water Management System now existing or hereafter installed on the Lots and / or the Common Areas, shall be subject to the following provisions:

(a) It is the responsibility of the Association to operate and maintain the surface water management system.

(b) The surface water management system is owned by the Association or described in this Declaration as common property.

(c) There is a method of assessing funds and collecting the assessed funds for operation and maintenance of the surface water management system.

(d) Any amendment to this Declaration which would affect the surface water management system, including water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District.

(e) This Declaration will be in effect for twenty-five (25) years with automatic renewals thereafter, as otherwise provided for herein.

Item No. 12: Section 2 is hereby amended to read as follows:

2. MEMBERSHIP AND VOTING PROVISIONS.

2.01 Membership. Membership in this Corporation shall be limited to Owners of Lots in the Subdivision as described in the Articles of Incorporation of the Association. Transfer of Lot ownership, either voluntarily or by operation of law, shall automatically terminate the membership, and the transferee shall automatically become a member of this corporation. If the Lot ownership is vested in more than one person, all of the persons owning ~~and residing as a full-time resident~~ shall be eligible to hold office, attend meetings, and exercise all rights of membership, but, as hereinafter indicated, the vote of a Lot shall be cast by the "voting member". If Lot ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member, and any designated ~~all~~ officers shall be eligible to exercise the rights of membership. ~~The Developer, or its assignee, nominee, designee or successor, as an Owner of unsold Lots, shall be deemed to be a member of this corporation.~~

2.02 Voting.

(a) The Owner or Owners of each Lot shall be entitled to one (1) vote in the aggregate. If any Owner owns more than one (1) Lot, he shall be entitled to one (1) vote for each Lot owned. The vote of a Lot shall not be divisible.

(b) The acts approved at a duly called meeting of the Lot Owners at which a quorum is present in person or by proxy by the vote of a majority of the voting interests of all Lots shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles of Incorporation or in these Bylaws.

2.03 Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of thirty percent (30%) ~~a majority~~ of the voting members shall constitute a quorum.

2.04 Proxies. Votes may be cast in person or by proxy. Any proxy given shall be in writing, signed either by all record Owners of the Lot, or by the voting member, and shall be filed with the Secretary of the Corporation prior to, or at, the meeting at which it is to be used, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the member(s) executing it. Proxies may only be held by members of the Association. The use of proxies shall be governed by the provisions of the Florida Statutes ~~The Act~~.

2.05 Voting Rights ~~Designation of Voting Member~~. If a Lot is owned by one (1) person, his right to vote shall be established by the record title to the Lot. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled cumulatively to one (1) vote, to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. In the event more than one (1) vote is cast for a single Lot, no votes for that Lot shall be counted. If a Lot is owned by a corporation, it shall designate the officer or employee entitled to cast the Lot's vote by executing a certificate to be filed with the Secretary of the Association, signed by its President or Vice President, and attested to by its Secretary or Assistant Secretary. The person designated in such certificate shall be known as the voting member. If, for a Lot owned by a corporation, such certificate is not on file with the Secretary of the Association, the vote of the Lot shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Lot. Such certificate shall be valid until revoked or superceded by a subsequent certificate, or until a change occurs in the ownership of the Lot. ~~If a Lot is owned by more than one person, including husband and wife, the following provisions are applicable:~~

~~(a) — They may, but they shall not be required to, designate a voting member;~~

~~(b) — If they do not designate a voting member, and if more than one (1) Owner is present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;~~

~~(c) — Where they do not designate a voting member, and only one (1) is present at a meeting, the person present may cast the Lot's vote;~~

~~(d) — If no voting member has been designated, any proxy given by such Owners must be executed by all of the Owners of the Lot.~~

Item No. 13: Section 3 is hereby amended to read as follows:

3. MEMBERSHIP MEETINGS.

3.01 Place. All meetings of the membership shall be held at the principal office of the Corporation, or at such other place and at such time as shall be designated by the Board of Directors and stated in the notice of meeting.

3.02 Notice. It shall be the duty of the Secretary to deliver notice of all meetings to the members in accordance with this Section. Notices of annual meetings shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the Property at least fourteen (14) days, but not more than sixty (60) days prior to the date of such meeting. Notices of special meetings shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the property at least ~~three (3)~~ fourteen (14) days, but not more than sixty (60) days prior to the date of such meeting; provided, however, that if a properly noticed special meeting is adjourned because of lack of a quorum, then notice of the reconvening of that special meeting shall be proper if the notice is posted in a conspicuous place on the property at least three (3) days ~~one (1) hour~~ prior to the time designated for the reconvening of the meeting, provided the date and time of the reconvened meeting is determined and announced at the initial meeting as provided hereinafter in Section 3.06. If the date and time for the reconvened meeting is not determined and announced at the initial meeting, then Notice of the reconvened meeting shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the property at least ~~three (3)~~ fourteen (14) days, but not more than sixty (60) days prior to the date of such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served to at the address of the Owner as it appears on the books of the Corporation. Where a Lot is owned by more than one (1) person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which appears on the books and records of the Association which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Lot shall so advise the Association in writing, ~~or if no address is given or~~ If the Owners of the Lot do not agree, on one address, then notice shall be sent to all of the addresses provided by the joint Owners to the address provided on the deed of record. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice and the post office certificate of mailing shall be retained as proof of such mailing. Notice of special meetings may be waived by any member before or after the meeting, but such waiver shall not be used to establish a quorum at the meeting or for any voting purpose. Notices may also be provided by electronic means (e.g., e-mail or facsimile) in accordance with the Florida Statutes if agreed to in writing by any Owner.

3.03 Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held in November of each year, or such other month so designated from time to time, at such date and time as shall be selected by the Board of Directors. At the annual meeting, the members shall elect Directors and transact such other business as may be properly brought before the meeting.

3.04 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing forty percent (40%) of the total number of Lots. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.05 Waiver and Consent; Action Without a Meeting. Whenever the vote of members at a meeting is required or permitted, by any provision of Florida Statutes, the Declaration, the Articles of Incorporation, or these Bylaws, to be taken in connection with any action of the Corporation, the meeting

and vote of members may be dispensed with if the same number ~~all~~ of the voting members, shall consent in writing to such action being taken as would be required by a vote held at a membership meeting. Members may waive notice of specific meetings and may take action by written agreement without meetings.

3.06 Adjourned Meetings. If any properly noticed meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned by a majority vote of those voting members who are present in person or by proxy, though less than a quorum, until a quorum is present. At the time of adjournment, such members may select by majority vote a subsequent date and time for reconvening the meeting, which time, for an annual meeting, shall be no less than fifteen (15) days after the time set for the original meeting, and for special meetings shall be at such time as the members determine no less than one (1) hour from the time of the adjournment, but in no event more than ninety (90) days from the date set for the original meeting, ~~and the~~ Secretary shall provide notice of the new date and time to those voting members who have not attended the meeting, and notice of the reconvened meeting will also be posted as provided in these Bylaws in the manner required for notices of meetings described in Section 3.02 above.

3.07 Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Calling to order by President or Chairman;
- (b) Appointment of chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. ~~The Chairman may be the attorney for the Association who will conduct the meeting without vote;~~
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of Officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Nomination of candidates ~~Determining of number of Directors;~~
- (j) Election of Directors;
- (k) Unfinished business;
- (i) New business;
- (m) Adjournment

3.08 Minutes of Meetings. The minutes of all meetings of members shall be kept in a book available for inspection by members, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes as part of its official records.

Item No. 14: Section 4 is hereby amended to read as follows:

4. DIRECTORS.

4.01 Qualification. The affairs of the Association shall be managed by a Board of Directors. Beginning with the annual meeting and election in November 2004, there will be a seven (7) person Board with staggered terms of office. In 2004, the four (4) candidates receiving the most votes will be

elected for two (2) year terms of office, and the other three (3) persons elected will serve one (1) year terms. Each year thereafter, either three (3) or four (4) directors will be elected, as the terms of existing directors expire, for two (2) year terms of office.

4.02 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) At least forty-five (45) days prior to the annual meeting a Notice of Intent form shall be sent to all voting members, allowing such members to nominate themselves for the Board. Such form is to be returned to the Association at or prior to the meeting where the election is to be held. A nominating committee of three (3) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director to be elected in the next election. Nominations for Directorships may also be made from the floor at the meeting.

(c) The election shall be by ballot or proxy (~~unless dispensed with by unanimous consent~~) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the remainder of the unexpired term of office of the former Board member until the next annual members' meeting. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

4.03 Disqualification and Resignation of Directors. Any Director may resign by sending a written notice of such resignation to the office of the Corporation, addressed to the President or Secretary, or by tendering written notice of such resignation at a duly called meeting of the Board. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board.

4.04 Term. Vacancies on the Board of Directors caused by the ~~expiration of a Director's term removal from office, resignation or cessation of membership in the Association,~~ shall be filled by the remaining Board members and shall extend for the unexpired term of office of the former director until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.05 Organization Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days after the Directors have been elected. The Board of Directors in office prior to the election of new Directors shall designate a date and time for the organizational meeting of the new Board, and shall post a notice of such meeting at a conspicuous place on the Property at least forty eight (48) hours prior to the date of election.

4.06 Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, e-mail, telephone, telegraph or facsimile

transmission, and shall be transmitted at least two (2) days prior to the meeting. Announcement at a duly called Board meeting of the date of the next regular meeting of the Board shall constitute proper notice of such meeting to all Directors who shall be present at the meeting at which the announcement is made, and no further notice need be given to those Directors. Regular meetings of the Board of Directors shall be open to all members, and notice of such meetings shall be posted conspicuously at the Clubhouse at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of any emergency. Notice of any meeting where assessments against Lot Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered at the meeting, and such notice must also be mailed to all voting members to the extent required by the Florida Statutes or the governing documents of the Association.

4.07 Special Meetings. Special meetings of the Directors may be called by the President, or in his absence, by the Vice President, and must be called by the President or Secretary at the written request of a majority two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally or by mail, e-mail, or telephone, which notice shall state the time, place and purpose of the meeting, and shall be transmitted at least two (2) days prior to the meeting. Special meetings of the Board of Directors shall be open to all members, a notice of special meetings shall be posted conspicuously at the Clubhouse at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of any emergency. Notice of any meeting where assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered at the meeting, and such notice must also be mailed to all voting members as required by the Florida Statutes or the governing documents of the Association.

4.08 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called.

4.09 Quorum. A quorum at a Director's meeting shall be a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Notice of a reconvened meeting shall be given in the same manner as required for all Board meetings as described above. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at all directors' meetings shall be the President, or such person designated by the President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. ~~The President, or, in his absence, a majority of the Directors present at a meeting, may appoint without vote, the attorney of the Association to act as Chairman to conduct the meeting.~~

4.12 Order of Business. The order of business at Director's meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) ~~Election of officers;~~
- (ef) Unfinished business;
- (fg) New business;
- (gh) Adjournment.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members, or their authorized representative, and Board members at any reasonable time. The Association shall retain these minutes as part of its official records.

4.15 Recall. Any Member of the Board of Directors may be recalled and removed from office with or without cause by a vote of a majority of the voting members at a duly called meeting of the members of the Association, in accordance with the Florida Statutes.

Item No. 15: Section 5.01 is hereby amended to read as follows:

5. POWERS AND DUTIES.

5.01 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Subdivision in the complex, and may do all such acts except such acts which by law, the Declaration, or these Bylaws, may not be delegated to the Board of Directors shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with The Act) the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas and Association Property, if any;
- (b) Determination of the expenses required for the operation of the Subdivision, the Association, any easement agreements and the Association Property;
- (c) Collection of the assessments for common expenses from Lot Owners required to pay same;
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Subdivision, the Association and Association Property;
- (e) Adoption and amendment of the rules and regulations covering the details of the operation and use of the Subdivision property and Association Property;
- (f) Creation and maintenance of bank accounts on behalf of the Association and the designation of the signatories required thereof;

(g) Purchasing, leasing or other acquisition of Lots in the name of the Association, or its designee;

(h) Purchase of Lots at foreclosure or other judicial sales in the name of the Association, or its designee;

(i) Selling, leasing, subleasing, mortgaging, or otherwise dealing with Lots or other real or personal property acquired by or leased by the Association or its designee;

(kj) Obtaining and reviewing insurance for the Subdivision Property and the Association;

(~~kl~~) Making repairs, additions and improvements to, or alterations of, the Subdivision Property, the Association Property and repairs to and restoration of the Subdivision property and Association Property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or otherwise;

(~~ml~~) Enforcement of the obligations of the Lot Owner, the allocation of profits, if any, and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Subdivision;

(~~nm~~) Levying reasonable fines against the Lot Owners for failure of the Owner, his tenant, or his tenant's guests, agents, employees, licensees or invitees, or any other resident to comply with any provision of the Act, the Declaration, the Bylaws or the reasonable rules and regulations of the Association. No fine may exceed the amount of \$100.00 per violation, or \$5,000.00 in the aggregate for a violation that is continuing in nature (or such other maximum amount allowed by the Florida Statutes as amended from time to time), nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Lot Owner, and, if applicable, his tenant, licensee or invitee. The Board of Directors shall establish a procedure for notice and hearing, which procedure shall be kept as part of the official record of the Association, and such procedures must be consistent with the Florida Statutes;

(~~on~~) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Area or Association Property; provided, however, that (i) the affirmative vote of at least two-thirds (2/3) of the voting members who participate in the voting, in person or by proxy, ~~obtained~~ at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum; ~~(ii) no lien to secure repayment of any sum borrowed may be created on any Lot without the consent of the Owner of such Lot; and no lien whatsoever is permitted on any of the Common Areas for the purpose of securing the payment of any sum borrowed. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this subparagraph (p) is not repaid by the Association, a Lot Owner who pays to the creditor such proportion thereof as his interest in common elements, shall be entitled to obtain from the creditor a release of any judgement or other lien which said creditor shall have filed or shall have the right to file against the Lot Owner's Lot. Notwithstanding the foregoing, the Board of Directors and / or the Association shall have no authority to borrow funds for payment of anticipated current operating expenses;~~

(~~oq~~) Contracting for the management of Association Property and of the Subdivision and the delegation of ~~to~~ such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances; and contracting for the management ~~or operation of portions~~ of the

Subdivision Property ~~susceptible to separate management or operation thereof~~, and the granting of concessions for the purpose of providing services to the Lot Owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these Bylaws to have approval of the Board of Directors or the Lots Owners; (3) the delegation is a power or duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation; or (4) same may be contrary to the Declaration or these Bylaws;

(~~rq~~) Exercise of all powers specifically set forth in the Declaration for the Subdivision, the Articles of the Association, these Bylaws, and Chapter 720, Florida Statutes, and all powers incidental thereto. If, by the provisions of any law of the State of Florida, a power or authority may only be exercised by the Association if such power or authority is expressly set forth in the Bylaws, and such power or authority is not specifically set forth herein;

(~~sr~~) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Lots, in such amount and under such circumstances as is described in the Declaration;

(~~ts~~) Entering into and upon the Lots during reasonable hours, when necessary for the maintenance, repair or replacement of any portion of the Common Areas or of any portion of a Lot to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Areas or to a Lot or Lots;

(~~ut~~) Collecting delinquent assessments by suit or otherwise, abating nuisances, and ~~enjoying enjoining~~ or seeking damages from the Lot Owners for violation of these Bylaws and the terms and conditions of the Declaration or the law of the State of Florida;

(~~w~~) ~~Acquiring and entering into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Subdivision, intended to provide for the enjoyment, recreation, or other use and benefit of the Lot Owners, and declaring expenses in connection therewith to be common expenses as set forth in the Declaration; all in such forms and in such manner as may be deemed by the Board of Directors to be in the best interest of the corporation; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.~~

(u) In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(1) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(2) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(3) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(4) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(5) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency By-Laws shall incur no liability for doing so, except in the case of the willful misconduct.

(6) These emergency By-Laws shall supersede any inconsistent or contrary provisions of the By-Laws during the period of the emergency.

(7) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

(i) a state of emergency declared by local civil or law enforcement authorities;

(ii) a hurricane warning;

(iii) a partial or complete evacuation order;

(iv) federal or state "disaster area" status; or

(v) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive quality.

Item No. 16: Sections 6.03 and 6.04 are hereby amended to read as follows; and a new Section 6.11 is hereby added to read as follows:

6. OFFICERS.

* * *

6.03 Election. The Board of Directors at its first meeting after each annual members' meeting shall elect all officers, ~~none of whom, except the President, need be a member of the Board, but must be a member of the association and a full time resident.~~

* * *

6.04 Term. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the Board of Directors may be removed, ~~or any cause~~, at any time by the affirmative vote of a majority of the whole Board of Directors.

* * *

6.11 A manager or management company may be delegated some of the duties and responsibilities which otherwise would be that of the Secretary or Treasurer.

Item No. 17: Sections 9.02 and 9.03 are hereby amended to read as follows:

9. AMENDMENTS. Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

* * *

9.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than a majority of the voting members of the Association voting in person or by proxy.

9.03 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President ~~and attested by the Secretary~~ with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

Item No. 18: Section 10.03 is hereby amended to read as follows:

10. COMPLIANCE AND DEFAULT.

* * *

10.03 Costs and Attorney's Fees. In connection with any litigation ~~concerning the interpretation or enforcement of~~ arising out of or relating to the Declaration, the Articles, the Bylaws, the rules and regulations, or The Act, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees at all trial and appellate levels, and in connection with all mediations and arbitrations required by a court or by applicable law.

Item No. 19: Section 12 is hereby amended to read as follows:

12. SEAL. The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Not-For-Profit" ~~"Non-Profit"~~. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

END OF ADOPTED AMENDMENTS