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BRIDLEWOOD AT TARPON WOODS
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, PARKWOOD SOUTH GROUP, INC. a Florida corporation (hereinafter referred to as the "Developer") is the owner in fee simple of certain real property located in Pinellas County, Florida, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCE

"NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the property more particularly described in Exhibit "A" attached hereto, the Developer hereby declares that all of the aforescribed real property which is or becomes subject to this Declaration, and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said property. or any part thereof, their grantee, heirs, successors and assigns and shall inure to the benefit of each owner. thereof, as provided for hereinafter.

ARTICLE I -Definitions

SECTION 1. "ARTICLE" means the Articles of incorporation of BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC. INC., a copy of which is attached hereto as Exhibit "B," as duly amended from time to time.

SECTION 2. "ASSOCIATION" shall mean and refer to BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

SECTION 3. "BOARD OF DIRECTORS" or "BOARD" shall mean the Board of Directors or other administrative of BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC.

SECTION 4. "BYLAWS" shall mean the Bylaws of BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "C," as duly amended from time to time.

SECTION 5. "COMMON AREAS" as used herein shall mean any and all real property in the Subdivision owned by the Association for the common use and enjoyment of the Members, and any and all improvements constructed thereon.

SECTION 6. "DECLARATION" shall mean this BRIDLEWOOD AT TARPON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as amended from time to time.

SECTION 7. "DEVELOPER" shall mean and refer to PARKWOOD SOUTH GROUP, INC, a Florida corporation its successors and assigns, provided that Developer indicates in its deed or instrument of conveyance that it is the intent of the Developer to convey all or a portion of its

rights as Developer pursuant to this Declaration such successors or assigns. Developer shall at all times have the right to assign all or any portion of any rights or interest it may have from time to time herein to any successor, nominee, assignee, successor developer, builder or contractor of any residential dwelling unit, without consent or joinder from any Owner, any Member, the Association of any holder of a mortgage, lien or other encumbrance upon a Residential Lot, and such successor, nominee or assignee shall exercise the rights granted to it concurrently with and not in contravention of, any of the Developer's rights and interests herein.

SECTION 8. “DWELLING” shall mean any residential structure located on a Residential Lot.

SECTION 9. “INSTITUTIONAL MORTGAGEE” shall include any bank, federal savings and loan association, state savings and loan association, institutional investor, mortgage banker, Federal national mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g. FHA or VA), insurance company, and/or a real estate investment trust or any other similar type or lender generally recognized as an institutional-type lender holding a mortgage on one or more Residential Lots.

SECTION 10. “MEMBER” shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 11. “MAINTENANCE” shall mean the exercise of reasonable care to keep the buildings, landscaping, lighting and other related improvements and fixtures within the subdivision in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a health environment for optimum plant growth.

SECTION 12. “OPERATING EXPENSES” means the expenses for which Owners are liable to the Association as described in this Declaration and in any of the Exhibits hereto, and includes, but is not limited to, all expenses and costs incurred by the Association in administering, operating, reconstructing, maintaining, repairing, replacing and insuring the Common Areas and any improvements constructed thereon.

SECTION 13. “OWNER(S)” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest in any Residential Lot, as hereinafter defined, which is subject to the terms and conditions of this Declaration, as amended from time to time, and including the Developer for so long as it is the owner of the fee simple title to a Residential Lot, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 13. “PRIVATE EASEMENTS” shall refer to easements that are established for the proper maintenance of the community drainage system.

SECTION 14. “RESIDENTIAL LOT” or “LOT” shall mean any portion of the property upon which a dwelling has been or is permitted to be constructed.

SECTION 15. “subdivision” shall mean that property described on Exhibit “A”, and including property added thereto and hereafter pursuant to this Declaration.

ARTICLE II - Development Plan

SECTION 1. The property is a residential subdivision that will be known as Bridlewood at Tarpon Woods. This will be a phased development, the first phase is Unit I, which is legally described

on Exhibit "A." The second phase of this subdivision is designated as Unit II and is legally described on Exhibit "A." All units or phases of this subdivision will be subject to the Bridlewood at Tarpon Woods Declaration of Covenants, Condition and Restrictions.

ARTICLE III
Property Rights

SECTION 1. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement in favor of all Owners and the Association, and their respective families, agents, servants, guest, lessees and invitees, to the exclusion, however, of the public at large, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonable intended, subject to the following:

A. The right of the Association to charge reasonable fees for the use of any facility which might be situated upon the Common Areas;

B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner, for a time period and for reasons including, but not limited to, the following:

1. Any period during which any regular or special assessment against such Owner's Lot remains unpaid; and

2. For a period not to exceed sixty (60) days for any infraction by an Owner, or any of his family members, servants, guests, lessees or invitees of the published rules and regulation of the Association;

C. The right of the Developer and the Association, as more particularly set forth herein, to grant additional easements in and to the Common Areas for utility services and other purposes;

D. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or quasi-public agency or authority or public, quasi-public or private utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument, signed by sixty-seven percent (67%) of each class of Members, agreeing to such dedication or transfer and executed by the properly authorized officers of the Association has been duly recorded in the Public Records of Pinellas County, Florida, with the formalities necessary to record a deed;

E. The right of the Association to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the health, safety and common interests of all of the Owners, and the right of the Association to impose reasonable monetary fines and other sanctions for violation of such rules and regulations, as more particularly set forth in the Bylaws;

F. The right of the Association to impose reasonable limits upon the number of guests who use these facilities;

G. The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional property or for construction, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas; provided, further, that the creation of any such mortgage shall require approval of seventy-five (75%) of each class of Members;

H. Any limitations on use contained elsewhere in this Declaration.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his lessees, tenants, business invitees, social invitees or contract purchasers who reside in the Owner's Lot.

SECTION 3. Limitations upon Use of Common Areas. No Owner may plant or garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas, unless approved in advance in writing by the Board of Directors of the Association, provided, however, the Developer shall have the right to install such improvements as it shall deem desirable, in its sole discretion, in connection with the development of any portion or all of the Development Lands.

SECTION 4. Easements of Encroachment. There shall be reciprocal, perpetual, non-exclusive easements between adjacent Lots, and any portion or portions of the Common Areas adjacent thereto for any encroachment due to placement, settling or shifting of the improvements constructed, re-constructed or altered thereon, including but not limited to roof overhangs, gutters, down spouts, rain water run-off therefrom, and perimeter walls or footers, provided such construction, re-construction or alteration is in accordance with the terms and conditions of this Declaration. Such easements shall exist to a distance of not more than five (5) feet as measured from any point on the Commons boundary between each Lot and any adjacent portion of the Common Areas along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements for the use and benefit of the Association, the adjacent lot owner, or homeowners' association primarily responsible for the operation of the Subdivision in which the Lot is located, and their respective successors, assigns, employees, contractors and agents. No such easement of encroachment shall exist for any such encroachment occurring as a result of the willful or intentional conduct of and Owner. All easements are perpetual and will survive the termination of this Association.

SECTION 5. Easements for Ingress, Egress and Utilities. There shall be non-exclusive, perpetual easements in, over, under and upon the Lots subject hereto as more particularly shown on the plat of the Subdivision and as may be required for the utility services in order to adequately serve the Subdivision property more particularly described in Exhibit "A" attached hereto and the Lots and Dwellings in whole or in part, including, but not limited to, ingress, egress, electricity, telephones, sewer water, lighting, irrigation, drainage, disposition of trash, cable television facilities and electronic security facilities. However, easements through Lots shall be only according to the plat of the Subdivision and plans and specifications for such Lots and the Dwellings constructed thereon or as actually constructed or reconstructed unless approved in writing by the Owner thereof. The Association shall have the right to enter any Lot to inspect, maintain, repair or replace such drainage and utility service facilities and to remove any improvements interfering with or impairing the drainage or utility services or easements herein provided, and any such entrance shall not be deemed to be a trespass upon any Lot. In addition, the Developer reserves for himself, his successors and his designees, non-exclusive and perpetual easements over all subdivision roads, either public or private, for ingress and egress to and from all portions of the subdivision. All easements are perpetual and will survive the termination of this Association.

SECTION 6. Perimeter Wall. There shall be an easement on the Lots for any perimeter walls constructed thereon. The Association, through its authorized employees, agents and contractors shall have a non-exclusive easement of ingress, egress and regress in, over and upon each Lot for the purpose of maintaining, repairing, repainting and replacing any such perimeter walls as provided herein.

SECTION 7. Right of Entry. The Association, through its duly authorized employees and contractors, shall have a perpetual, non-exclusive easement and right, after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day, to perform such operation, maintenance, management, repair, replacement, installation or construction upon such Lot or upon any portion of the common areas adjacent to said Lot or accessible through said Lots to be performed by the Association pursuant to this Declaration or its Articles of Incorporation or Bylaws, as duly amended from time to time. In the event of any emergency which might reasonably result in damage to any Lot or Dwelling, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon any Lot.

SECTION 8. Grant of Additional Easements by Developer; Modifications and Termination: Developer hereby expressly reserves, so long as it owns any portion of the Subdivision, as an appurtenance to any such portion of the Subdivision as it owns from time to time, the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas and any portion of the Subdivision in favor of the Developer or the Association and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees, or in favor of any other person, entity, or private, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Common Areas or portions of the Subdivision in favor of the Association, the Developer and/or the Owners and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees, or in favor of any person, entity, or private, public or quasi-public authority, or utility company, as the Developer may deem desirable for the proper operation and maintenance of the Common Areas and the Subdivision and the development, improvement, sale or lease of the Subdivision, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment or existing easements will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no joinder of the Association, any Owner or any mortgagee of any Lot shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and mortgagees of Lots so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Developer as their attorney-in-fact for the foregoing purposes. Notwithstanding anything to the contrary contained in this Section 8, the Developer shall not have the right to modify, relocate, abandon or terminate existing easements created for the use and benefit of any person or entity without the consent or approval of such person or entity as required by law or the instrument creating the easement.

SECTION 9. Grant of Easements by the Association; Modifications and Termination. Unless expressly prohibited pursuant to the terms of this Declaration, the Association shall have the right, without the joinder of any Owner, to grant, modify, move or terminate any easement which crosses or constitutes a part of the Common Areas. Provided, however, this Section 9 shall not be deemed or interpreted to authorize or grant to the Association the right to grant, modify, move or terminate any easement created in whole or in part for the use or benefit of any person or entity other than the Owners, or crossing any property other than the Common Areas, without the consent and approval of such person or entity as required by law or by the instrument creating the easement.

SECTION 10. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in any portion of the Subdivision seek judicial partition of the Common Areas.

SECTION 11. Damage to Common Areas. In the event the Board of Directors determines in its reasonable discretion that any Owner, or any member of such Owner's family, or his servants, quests, lessees, tenants, guests or invitees, is responsible for damage to any portion of the

Common Areas that is not covered by insurance, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) day from the date of mailing of the notice by Certified United States Mail to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair or replacement at the Owner's sole cost and expense and the cost shall become a special assessment against the Lot for which the Owner shall be personally responsible. Such cost and all costs of collection thereof, including but not limited to reasonable attorney's fees, shall also become a lien against the Lot of the Owner enforceable by the Association as provided herein.

SECTION 12. Development of Subdivision. Notwithstanding the provision of Article XIII of this Declaration, until the Developer shall have completed the development and sale of all Lots within the Subdivision, Developer, its employees, agents, officers, directors, contractors, subcontractors and real estate sales people and brokers shall have the following rights with regard to the Common Areas and all other portions of the Subdivision owned by Developer:

A. Transaction of Business. The Developer shall have the right, but not the obligation, to transact on any portion of the Subdivision which the Developer owns, any and all business necessary to consummate the development and sale of Lots or Dwellings as the Developer, in its sole and absolute discretion may determine, and such business shall include but not be limited to, offices, on the Lots owned by the Developer, place employees in the sales or business offices(s) and use the Common Areas and improvements constructed thereon. The sales or business office(s), signs, and all other items pertaining to sales shall not be considered Association property, and shall remain the property of the Developer.

B. Use of the Common Areas. Use, occupy and demonstrate all portions of the Common Areas for the purpose of promoting and aiding the sale or rental of Lots or Dwellings and exercising all other rights granted to or reserved by the Developer in this Declaration or the Articles of Incorporation or the bylaws of the Association.

C. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the Lots owned by the Developer. The size, shape, color, materials, content and information contained in such promotional materials shall be determined in the sole and absolute discretion of the Developer.

D. Structures. Construct and maintain on any Lot owned or controlled by the Developer, any and all structures as may be necessary in the sole and absolute discretion of the Developer for the completion of the construction, development and sale of Lots or Dwellings, the establishment of the residential community, the disposition of Lots or Dwellings by sale, lease or otherwise, or the development, construction or improvement of any nature whatsoever determined to be desirable or necessary in the sole and absolute discretion of the Developer.

E. Actions by Association. During any period in which the Developer holds any Lots or Dwellings or any other property or improvements within the Subdivision for sale in the ordinary course of business, the Association shall not, either through its Board of Directors or the membership, without the Developer's prior approval in writing, take or permit any action by the Association which would be detrimental to the development, sale, lease or other use or disposition of Lots, Dwellings or any other property or improvements within the Subdivision owned by the Developer.

ARTICLE IV
Membership in Association: Voting Rights

SECTION 1. Membership. The Developer and every person or entity who is a record Owner of a fee or an undivided fee interest in any Lot, as evidenced by the recordation of proper instruments among the Public Records of Pinellas County, Florida, shall automatically be Members of the Association. Except as specifically provided to the contrary herein, such membership shall automatically terminate when such persons or entities divest themselves of their respective interests in their Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to this Declaration.

SECTION 2. Voting Classes.

Class A. Class A Members shall be all Owners of Lots (save and except for the Developer), who shall be entitled to one (1) vote for each lot owned.

Class A. Class B Members shall be the Developer, which shall be entitled to the number of votes equal to the product of the total votes outstanding in Class A membership multiplied by four (4). The Class B membership shall cease on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

1. On January 1, 2015 or
2. At any time the developer shall elect, in its sole discretion, to terminate the Class B membership held by it.

B. When more than one person, other than the Developer, holds an undivided fee interest in any Lot, all such persons shall be Class A Members, and shall enjoy full membership rights, privileges and obligations as set forth hereinafter, and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any on Lot except as expressly provided herein or in the Articles or Bylaws.

SECTION 3. Class B Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the termination of Class B membership, it is specifically understood that:

A. Until such time as the total votes outstanding in Class A membership equal ninety percent (90%) of the total votes outstanding in Class A and Class B membership combined, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon; and

B. Upon the Turnover Date, Developer, notwithstanding the provisions to the contrary hereinabove, and Developer shall be entitled to one (1) vote for each such Lot owned by Developer on all questions coming before the membership for a vote thereon.

SECTION 4. Passage of Issues. The vote required for the passage of any particular issue, which shall be the proper subject as set forth herein and in the Articles of Incorporation and By-laws of the Association, as the same may be amended from time to time, subject to provision set forth hereinabove relating to Class B membership and the Class B voting rights.

ARTICLE V

Maintenance and Monitoring of Drainage Ponds, Drainage Easements and Draining Facilities and Environmentally Sensitive Areas

SECTION 1. Maintenance and Repair. The maintenance and repair of the drainage ponds or lakes, the banks of such ponds and lakes, drainage easements and drainage facilities, and environmentally sensitive areas in the Common Area, which shall include but not be limited to, ditches, berms, pumps, pipes, lines, connections, gauges, meters, water control structures, and all other equipment, improvements or structures necessary, useful or related to drainage within the Subdivision, shall be the responsibility of the Association. Notwithstanding the foregoing, to the extent that a drainage pond or lake, the bank of a pond or lake drainage easement or drainage facility is located on or encroaches upon the boundary of any Lot, the owner of that Lot shall be responsible for the maintenance and repair of that portion of the drainage pond, lake or bank of such pond or lake or drainage easement which is situated within the Lot. Owner(s) are not responsible for the maintenance, repair, and replacement of storm drainage pipes and storm drainage pipe discharge structures on an Owner's Lot.

SECTION 2. "Maintenance" Defined. As used in this Article V, "maintenance" shall mean the continuous exercise of reasonable care to keep the drainage ponds or lakes, and banks of such ponds or lakes, drainage easements and drainage facilities, to ensure that the direction or flow of water into or through the drainage ponds or lakes, drainage easements or drainage facilities is not obstructed or retarded; to remove excessive amounts of vegetation from the drainage ponds or lakes; to maintain the water level in the drainage ponds or lakes at a level designated by the appropriate governmental or regulatory agencies; and to maintain the appropriate water quality in the drainage ponds or lakes. The Association shall comply with all permits and regulatory or statutory requirements, including, but not limited to obtaining all required extensions, renewals or additional permits that may be necessary or required for maintenance or operation pursuant to this Article V.

SECTION 3 Monitoring and Maintenance Requirements. The Association is responsible for complying with all permits that have been approved or may be approved for this subdivision, and for complying with all regulatory and statutory requirements that are applicable to this subdivision. Notwithstanding this, the Association shall have the right to contract, with a qualified person or entity, the maintenance and monitoring requirements of any and all permits and regulations. These permits and regulations include, but are not limited to, any and all Southwest Florida Water Management District permits, Florida Department of Environmental Regulation permits, Corps of Engineer permits and any other permits and regulations that are or may be in the future required for this subdivision.

SECTION 4. Developer's Rights. Until such time as the Developer no longer owns any portion of the Subdivision, whether or not said portion is or becomes subject to the provisions of this Declaration, the Developer shall have the right but not the obligation to enforce the provisions of this Article V, and may bring and prosecute any proceeding at law or in equity against the person or persons, entity or entities violating or attempting to violate same, to prevent such violations or to enforce compliance herewith. The prevailing party to each such action shall be entitled to recover all costs and expenses, including but not limited to, court costs and reasonable attorneys' fees, incurred by the prevailing party in bringing such action, including same on appeal, from the losing party or parties. Notwithstanding the foregoing, the Developer shall have the right but not the obligation to enter upon the areas to be maintained pursuant to this Article for the purpose of performing the maintenance which has not been performed, and shall have the right to reimbursement for the Association for any and all cost incurred by it relative to performing such maintenance. Provided, however, in the event the Developer performs any such maintenance, such performance shall not constitute or be interpreted to be a waiver of any nature with respect to the obligation of the Association to perform pursuant to this Article V or with respect to the right of the Developer or such persons or entity to enforce compliance

with the provisions of this Article V. Further, as to all of the Subdivision, the Developer hereby reserves the right against the Association, and all Owners, but not the obligation, to make such changes or improvements to the drainage ponds or lakes, drainage easements or drainage facilities, and to the environmentally sensitive areas as shall be necessary to provide adequate drainage for the entire Subdivision to comply with all governmental or quasi-governmental permit conditions or requirements applicable to the subdivision, or as determined in the sole and absolute discretion of the Developer. Any entry by the Developer or its employees, contractors or agents upon any portion of the Subdivision for the purposes set forth in the Article V, Section 4, shall not be deemed to be a trespass.

SECTION 5. Private Easements. Perpetual private easements are granted for the maintenance and operation of the community drainage system. All property owners burdened by a private easement must maintain this easement to allow for public or private maintenance of the drainage system. No development, trees, or other structures are permitted within these private easements. Each property owner is required to maintain their property within the easement. This will require that the private easement be maintained and mowed to allow vehicular access over and across this easement. If the homeowner fails to maintain or obstructs this private easement, the Bridlewood Homeowners Association will be responsible for the maintenance of the private easement. If the homeowner's association is required to maintain the private easement all costs will be billed back to the responsible homeowner. Notwithstanding these restrictions contained in this Section 5, certain improvements will be allowed within Tracts D and E; as long as the drainage within these tracts D and E is not adversely impacted. These improvements may include, but are not limited to, landscaping, signs, walls and trees. The architecture review committee must approve all improvements locate on Tracts D and E.

SECTION 6. Recreational Use of Drainage Ponds and Lakes.

A. The recreational use of the drainage ponds and lakes within the subdivision is restricted to the owners of lots whose lot, or lots, abuts such drainage pond or lake, and to the lot owner's immediate family members, lessees, guest and invitees. The drainage ponds and lakes in this subdivision are a part of an overall drainage system for the entire subdivision. Stormwater from the entire subdivision is discharged into the drainage ponds and lakes. No recreational uses will be permitted within these ponds or lakes which interferes with the proper functioning of these stormwater facilities.

B. Recreational use of the drainage ponds and lakes shall be permitted, subject to rules and regulations promulgated by the Board of Directors and any restrictions set forth herein. Only non-motorized boats shall be allowed; such boats shall be stored in a concealed area upon the Owner's Lot so as to not be visible from any other Lot, the Common Areas or the drainage ponds or lakes; and no permanent anchors or moorings of any nature whatsoever shall be allowed upon any drainage pond or lake. The Board of Directors may, in its sole and absolute discretion, determine a reasonable fee for a specific approved use to defray any costs which will or may be incurred by the Association as a direct or indirect result of the approved use.

C. No Owner shall use any drainage pond or lake or any other drainage facility as defined herein for the purpose of irrigation of any part of the Subdivision.

ARTICLE VI

Covenant for Maintenance Assessments

SECTION 1. Creation Of Lien And Personal Obligation Of Assessments

A. The Developer, for each Lot owned within the property subject hereto, and each Owner of one or more Lots, by acceptance of a deed therefor, whether or not it shall be so

expressly stated in such deed therefore, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:

- (1) Regular assessments or charges, payable annually; and
- (2) Special assessments for capital improvements to be payable monthly, quarterly, or annually, as determined by the Board of Directors of the Association; and
- (3) Special assessments against any particular Lot or the Owner thereof which are established pursuant to the provisions of the Declaration.

B. Each of the aforementioned assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall be a charge on the lot assessed and shall be a continuing lien upon said lot, commencing on the date said lien is recorded in the Public Records of Pinellas County, Florida. Each assessment, regular or special, together with interest at the highest rate allowed by law, and costs of attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot described in the assessment on the date when the assessment, regular or special, became due and payable. No Owner may avoid, waive or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy any Common Areas for any reason whatsoever, or by abandonment of the Lot against which the assessment is made. The personal obligation for delinquent assessments shall pass to the successors in title of the record Owner on the date when delinquent assessments became due and payable, and shall become the joint and several obligation of said record Owner and his successors in title, provided, however, nothing contained herein shall affect the right of such successors in title to obtain contribution from the said record owner.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

A. Promote the recreation, health, and safety of the Members of the Association.

B. Provide for the improvement, management, maintenance, repair, replacement and insurance of any Common Areas and any improvements constructed thereon, and of any easement areas the Association is obligated to maintain.

SECTION 3. Budget. The Board of Directors of the Association is hereby empowered to prepare and adopt any annual budget, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than quarterly, unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

SECTION 4. Items of Service. The Association shall acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

A. Maintenance and repair of structures or improvements that may be constructed within any Common Areas from time to time, specifically including, but not limited to, drainage facilities, lakes and retention ponds, gate houses, perimeter walls, and recreational facilities;

B. Patrolling of the Subdivision;

C. Electricity, light bulbs, wiring and other necessary electrical utility service for any Common Areas and any improvements located thereon;

D. Maintenance and operation of streetlights for the Subdivision, including costs for repair or replacement of damaged street lights to the extent such costs are not covered by the utility company, unless a special taxing district for the street lighting is established by the local government;

E. Maintenance of the grounds of any Common Areas, including, but not limited to pumps, walls, landscaping, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of any sidewalks, roads, walkways, lakes and retention ponds located in the Common Areas;

F. Carry and pay for a comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association and, until the turnover Date, Developer as named insureds thereof insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of any Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risk insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claimed for any one occurrence and for not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence and for not less than Five Hundred Thousand Dollars (\$500,000) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, but shall not be limited to, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to property similar to such Common Areas in construction, location and use;

G. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(1) Such bonds shall name the Association as an obligee;

(2) Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Operating Expenses of the Association as set forth in the adopted budget for the then current fiscal year;

(3) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve the Association without compensation from any definition of "employee" or similar expressions.

H. Such other forms of insurance and in such overages as the Association shall determine to be required or beneficial for the protection or preservation of any Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Members or the Association.

I. Carry and pay for comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon any Common

Areas. Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors of the Association upon a proper vote as set forth in the By-laws of the Association at a p meeting of the Board duly called for that purpose;

J. Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors of the Association, including the costs of administration of the Association and any and all materials, supplies, labor, services, maintenance, insurance, taxes, or assessments which the Association is required to pay or to secure pursuant to the terms of this Declaration or the By-laws of the Board of Directors of the Association for the operation of any Common Areas, for the benefit of the Owners or for the enforcement of these restrictions;

K. There shall be no reserves for replacement; however, upon a proper vote as set forth in the By-laws of the Association, at a meeting of the Membership duly called for that purpose, the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in the resolution duly voted upon by the Membership and executed by authorized officers of the Association;

L. Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the By-laws of the Association at a meeting duly called for that purpose, the Board of Directors may vote to establish an additional category of Operating Expenses for the happening of certain named events or services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Board of Directors and executed by duly authorized officers of the Association.

Notwithstanding anything to the contrary contained herein, the Board of Directors, pursuant to its authority to prepare and adopt a budget, as more particularly set forth in Section 3 of this Article VI, shall have the right to adjust the level, quality or number of services provided to the Members.

SECTION 5. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association's annual meeting one calendar year subsequent thereto, unless said date shall fall on a Saturday, Sunday, or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Association's annual meeting shall be held, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, major repair or replacement of a capital improvement located or to be constructed within any Common Areas, including any fixtures and/or personal property relating hereto, provided that any such assessment shall have the assent of seventy-five percent (75%) of the votes of each class of Members, voting in person or by proxy at a special meeting duly called for this purpose.

SECTION 6. Other Special Assessments. Notwithstanding anything to the contrary contained in this Declaration, in the event of any maintenance, repair or replacement to any Common Areas caused by negligence or misuse by an Owner, his family, servants, guests, invitees or lessees, the Association, through its Board of Directors, shall have the right to levy a special assessment against such Owner and his Lot for the cost of such maintenance, repair or replacement. In addition, any cost or reasonable attorneys' fee incurred by the Association in connection with any action of any nature whatsoever against an Owner, his family, servants, guest, invitees or lessees shall be assessed against such Owner and his Lot as a special Assessment.

SECTION 7. Right of Assessment. Pursuant to the obligation of the Association to maintain the Common Areas, as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance and or management company to carry out its obligations in regard to maintain and/or management as set forth herein;

B. Have the right and power to assess each Member a “pro rata share” as set forth herein, of the Operating Expenses of the Association.

SECTION 8. Uniformity. Both regular and special assessments must be fixed at a uniform rate for all lots.

A. Regular Assessment. The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association, as reflected upon the Association's books, in accordance with the services to be provided as set forth herein.

(1) Payment: Each Owner shall be assessed and shall pay on an annual basis a pro rata assessment for taxes assessed against the Common Areas, the schedule for payment of which shall be set forth in the annual budget as provided herein.

(2) Formula. In order to determine the pro rata share of the regular assessment payable by each Owner, the estimated Operating Expenses, as set forth in the annual budget, shall be divided by the total number of Lots in the Subdivision. The result thereof shall constitute the individual Owner's liability for the regular assessment, subject to readjustment, as provided for hereinafter.

B. Special Assessments for Capital Improvements. The basis for determining a special assessment for capital improvements shall be the actual cost of each item of construction, reconstruction, major repair or replacement of any capital improvement located or to be constructed upon the Common Areas, including but not limited to any fixtures and/or personal property relating thereto, undertaken for the benefit of the Association as reflected upon the Association's books in accordance with Section 3 of this Article VI.

SECTION 9. Developer's Obligation to Pay Assessments. It is expressly understood that for the period commencing upon the date of recording of this Declaration in the Public Records of Pinellas County, Florida and ending on the Turnover Date, as herein defined, the Developer shall have no obligation to pay any assessment whatsoever against Lots which it owns, however, during that period, the Developer shall be obligated to pay the difference between the total of the annual assessments payable by owners other than the Developer and the actual Operating Expenses incurred by the Association during said period. Notwithstanding anything to the contrary contained herein, the Developer shall not be subject to a special assessment as the Owner of any Lot for any item of construction, reconstruction, major repair or replacement of any capital improvements without first having approved such special assessment in writing, nor shall the Developer be obligated at any time to fund any reserve account, whether or not the Developer is obligated to pay to the Association the difference between assessments receivable from other Owners and the actual operating expenses of the Association pursuant to this Section 9, or to contribute to any reserve account any portion of any assessment, regular or special, which the Developer is obligated to pay. Nothing contained herein shall be interpreted or construed to in anyway restrict or limit the right of the Developer to guarantee to a particular purchaser or group of purchasers of Lots that the regular assessment for a stated fiscal year or any part thereof shall not exceed a stated amount, which amount may be more or less than the regular assessment payable by other Owners, provided the Developer obligates itself to pay the difference

between such guaranteed assessment and the actual regular assessments payable by the Owner benefiting from the guarantee, unless, however the Developer has elected, pursuant to this Section 9, to pay the Association, on an annual basis, the difference between the actual Operating Expenses and the regular assessments collectible from Owners other than the Developer, in which case the Developer shall not be obligated to pay the Association the difference between any guaranteed assessment and the regular assessments which would be payable by the Owner benefiting from the guarantee. Notwithstanding anything to the contrary contained in this Declaration, this Article VI, Section 9, shall not be amended at any time without the express prior written consent and joinder by the Developer to such amendment.

SECTION 10. Taxes. It shall be the obligation of the Association commensurate with the ownership of any Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas:

B. Assess, as part of the regular assessment against each Owner, a "pro rata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon, or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such pro rata share to be secured from default by the personal obligation of each Owner and a lien against each Owners Lot.

SECTION 11 Date of Commencement of Regular Assessments; Due Dates. The regular assessments shall commence on the first day of the first month following the date the plat of the Subdivision is recorded in the Public Records of Pinellas County, Florida. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of Association setting forth whether the regular and special assessments levied against a specified Lot have been paid and further, the Association may delegate to and contract with a management company for collection of the regular and special assessments of the Association.

SECTION 12. Subordination of the lien to Mortgages. The lien of the regular and special assessments provided for herein shall be subordinate to the lien of any Institutional First Mortgage encumbering a Lot, intended to finance the purchase of a Lot or its refinance or to secure a loan where the primary security for the same is the Lot involved. Should any Institutional First Mortgagee foreclose its mortgage against a Lot or obtain title to said Lot secured by such first mortgage by conveyance in lieu of foreclosure, said Mortgagee shall not be liable for any regular or special assessments made by the Association pertaining to such Lot of chargeable to the former Owner of such Lot which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid prior assessments shall be deemed collectible from all Owners, including the acquirer from the first mortgagee. Its successors or assigns, in the same manner as regular assessment. Thereafter, any such Mortgagee or its successors or assigns shall pay its pro rata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation for payment of regular and special assessments of the Owner who was the Owner of Record on the date such regular or special assessments became due and payable.

SECTION 13 Effect of Nonpayment of Assessments; Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each fiscal year, or as payable in advance upon the first day of each fiscal year, or as otherwise designated by the Board of

Directors of the Association, whether or not a bill for such has been sent to each Owner. Any regular or special assessment not paid with thirty (30) days after the due date thereof shall bear interest from the due date through the date paid at the highest rate of interest allowed by law. The Association may, at its election, have and exercise any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

A. To charge interest on such assessment from the date it becomes due through the date paid at the highest rate allowed by law, as well as impose a late charge of Twenty-five Dollars (\$25.00) to defray additional collection cost, other than attorney's fees and court costs, incurred by the Association.

B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.

C. To advance on behalf of any Owner in default, the funds required to accomplish the needs of the Association, up to and including the full amount for which such owner is liable to the Association together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, shall thereupon be a special assessment collectible from the defaulting Owner by the Association and such advance by the Association shall not waive the default.

D. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

E. To file an action to collect said assessments, plus interest at the highest rate allowed by law, plus court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure accruing to the Association.

F. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Areas for any reason whatsoever, or by abandonment of his Lot.

SECTION 14. Budget. The Association shall assess its members a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any maintenance or management company may from time to time be employed by the Association to prepare such annual budget. Save and except that the initial regular assessment for each Member and budget for the Association shall be set forth by Developer as an estimate of the actual cost for the operation of the Association and maintenance of any Common Areas in accordance with the terms hereof for the first twelve (12) calendar months, commencing upon the date this Declaration is recorded in the Public Records of Pinellas County, Florida, subject to the following:

A. The sum to be set forth by the Developer for the first year as an estimate of the actual cost for the operation of the Association and maintenance of any Common Areas shall be subject to readjustment as set forth hereinafter.

B. In the event the regular or special assessments are insufficient to meet the obligations of the Association or are assessed in a greater amount than is needed to meet the Association's obligations, then the Board of Directors or its authorized representative shall readjust the total amount stated to be due from each Member of the Association. The Members shall receive written notice of said increase or decrease in the regular or special assessments not less than forty-five (45) days

before the increase or decrease becomes effective.

C. In the event that at the end of any budget year, the Board of Directors or its authorized representative has expended less than the total amount received from the Members, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

D. In the event that at the end of any budget year the Association is operating at a deficit, the Board of Directors shall (1) authorize a special assessment sufficient to eliminate the deficit or (2) take such deficit into account in calculating annual budget and regular assessments for the next ensuing year.

SECTION 15. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the regular and special assessments, charges and liens created herein if such property is used, and for so long as it is used, for any of the following purposes:

A. Any easement or other interest in such property dedicated to an accepted by a local public authority and devoted to public use.

B. Common Areas, as defined herein, or other property owned by the Association.

C. All properties exempted from ad valorem taxation by the laws of the State of Florida.

Notwithstanding any provisions herein, no land or improvements devoted to residential swelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII
Lot Maintenance
Exterior Dwelling Maintenance

Section 1. Obligation to Maintain. Each Owner shall maintain his or her Lot and the Dwelling and other improvements located on the Lot, and such maintenance, including but not limited to repairs, replacement and repainting, shall be performed as and when necessary to keep the lot, Dwelling and improvements in a condition comparable to their original condition ordinary wear and tear excepted.

SECTION 2. Failure to Maintain. In the event an Owner fails to maintain his or her Lot and the Dwelling and improvements thereon as provided above, the Board of Directors shall, upon thirty (30) days prior written notice specifying the deficiencies and upon the approval of two-thirds (2/3rds) of the members of the Board, have the right, but not the obligation, through its agents, contractors or employees, to enter upon the Lot to correct said deficiencies. Any such entry upon a Lot for such purposes shall not constitute a trespass or unlawful entry. All costs incurred by the Association in remedying or curing such deficiencies shall become a special assessment attributable to such Lot.

ARTICLE VIII
Maintenance of Perimeter Walls

SECTION 1. Perimeter Walls. The Association shall be responsible for the maintenance, repair, replacement and painting of any perimeter walls or entrance gates or gate houses within the Subdivision, whether or not such gates or gate houses are located upon Common Areas. The cost of such maintenance, repair, replacement and painting shall be shared on the pro rata basis by all of the Owners and shall be part of the regular assessment to which the Lots are subject pursuant to Article VI.

SECTION 2. Landscaped Area Outside Perimeter Walls. The Association shall maintain the landscaped areas of the Subdivision outside any perimeter wall, which maintenance shall include but not be limited to mowing, weeding, trimming shrubbery and other vegetation, edging and fertilizing. The cost of the maintenance of such landscaped areas shall be shared on the pro rata basis by all of the Owners and shall be part of the regular assessment. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance and care of any landscaping, lawn or shrubbery located upon his or her Lot inside any perimeter wall.

ARTICLE IX
Use Restrictions

SECTION 1. The property which is subject to this Declaration shall be occupied and used only as follows:

A. The property more particularly described in Exhibit "A" and each Lot shall be used only for residential purposes and for the construction of single-family residences. No business, professional or commercial enterprise of any nature whatsoever shall be conducted or allowed upon any property which is subject to the terms of this Declaration or within any improvement constructed thereon, except to the extent specifically provided in this Section 11 of Article III of this Declaration. Notwithstanding the foregoing, Lots and Dwellings may be leased without the approval of the Association, provided, however, only the entire lot and any Dwelling constructed thereon shall be leased, and only one (1) family, consisting of the head of the household, his or her spouse or one other adult, and their respective children, shall occupy a Dwelling at any one time pursuant to such lease. Nothing contained herein shall restrict the right of the Owners of a lot to allow domestic servants to reside within the Owner's Dwelling.

B. No Owner or resident shall be permitted to maintain a boarding house within the Subdivision.

C. No Lot shall be further subdivided. One or more Lots may be combined, however no more than on (1) Dwelling shall be allowed on such combined Lot.

D. All one Story Dwellings shall have a minimum of one thousand seven hundred (1700) square feet of living area, and all two story Dwellings shall have a minimum of two thousand two hundred (2200) square feet of living area with a minimum of one thousand five hundred (1500) square feet on the lower living level. The floor space within the garage, a breezeway, a porch or an unfinished utility room shall not be included within the living area for the purposes of determining compliance with this provision. No Structure shall exceed two and one-half (2½) stories nor thirty five (35) feet in height, and all residential structures shall include a minimum two (2) car garage. [*Amended 9.5.1990*]

E. Only finished materials such as brick, stucco, painted siding and wood shall be used for the exterior surfaces of the Dwellings or structures.

F. No business or activity of any kind which is obnoxious, or offensive shall be conducted within the property which is subject hereto. However, nothing contained herein shall be construed as prohibiting the Developer and its transferees from developing all of the Lots as provided herein.

G. All basketball, backboards and any other fixed game or play structures, including, but not limited to tree houses or similar platforms, shall be approved in writing by the Architectural Control Committee prior to installation or construction and shall be located at the rear of the Dwelling constructed on a Lot, or on the side portion of corner Lots, within building setback lines.

H. No outdoor clothes hanging or drying devices of any nature shall be permitted, unless located in the rear yard and screened from public view.

I. No obnoxious, illegal or offensive activity or nuisance shall be carried on, on or about any property which is subject hereto or any Lot or Dwelling or other improvement constructed upon any Lot.

J. No sign of any kind shall be displayed to public view on any property which is subject hereto or any Lot or Dwelling except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a Lot or Dwelling for sale or lease. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use. All signs shall be professionally made.

K. There shall be a minimum setback for all improvements constructed on any Lot as follows:

1. There shall be a twenty-five (25) foot setback from the front line to the building or any supporting structure.

2. The side lot line shall be twelve (12) feet from any structure or wing walls.

3. The setback from the rear of the Lot shall be thirty-five (35) feet.

The foregoing minimum setbacks may be modified on an individual Lot basis by the Architectural Control committee when it appears that such a modification may be granted without detrimental effect to the adjacent Lots or the Subdivision as a whole. However, the Owner shall be responsible for complying with all applicable County zoning requirements, including, meeting the County setback requirements.

L. No mail depository shall be erected on property which is subject hereto or any Lot without this prior written approval of the Architectural Control Committee of the design, color and location of such depository.

M. Nothing shall be done or kept on any property subject hereto or on a Lot or Dwelling or on or about any Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or

kept on any property subject hereto or any improvement constructed thereon which would result in the cancellation of insurance on any Dwelling or on any part of the Common Areas or which would be in violation of any law.

N. No animals, livestock, poultry, exotic animals or reptiles of any kind shall be raised, bred or kept on any property which is subject hereto; however, dogs, cats and caged birds may be kept on Lots and in Dwellings subject to such rules and regulations as may be adopted by the Board of Directors from time to time, so long as they are not kept, bred or maintained for commercial or business purposes, and provided no more than a total of two (2) such animals shall be kept on any Lot. No person owning or in custody of any household pet shall allow such pet to stray or go upon another Lot without the consent of the Owner of such Lot. All animals shall be on leash when outside or the owner's Lot. Any animal which, in the sole and exclusive opinion of the Board of Directors of the Association becomes or constitutes a nuisance shall be removed from the Lot and Dwelling immediately upon receipt by the Owner of a written notice to the effect from the Board of Directors.

O. Fences may be constructed upon a lot, provided, however, no chain link fences shall be allowed, no fence posts shall be visible from any subdivision road, and all fences shall have a maximum height of six (6) feet, unless otherwise approved by the Architectural Control Committee prior to construction or installation, and no fences or wall may be constructed, installed or placed within the front set back line of any lot or interfere with the proper use of any easement affecting the Lot. The Developer shall be the right, subject to the prior written approval of the Architectural Control Committee, to construct a privacy wall or privacy fence upon any or all of the Lots which it owns. The adjacent lot Owners shall be responsible for the maintenance, repair, replacement and painting of the fences located between their Lots as and when necessary to keep the fences in a condition comparable to their original condition, normal wear and tear excepted. The cost of such maintenance, repair, replacement and painting shall be shared by the adjacent lot Owners on an equitable basis. Each individual Lot Owner shall, at his or her own expense, be responsible for the maintenance, repair, replacement and painting of fences located solely on his or her Lot as and when necessary to keep such fences in a condition comparable to their original condition, normal wear and tear excepted. Notwithstanding anything to the contrary contained in this Section 1 of Article IX, no Owner or Owners shall paint any portion of a fence without first obtaining the written approval of the Architectural Control Committee. In addition, no rear yard fences shall be permitted on any lot that abuts a drainage lake or pond, unless that fence complies with both the required side and rear yard setbacks. This will require that on any lot that abuts a drainage lake or pond the fence must be located at least 35 feet off from the rear lot line and at least 12 feet off from each side yard property line. The compliance with this locational criteria will insure that the maintenance of the lakes and ponds is not impaired.

P. No rubbish, trash, garbage or other waste material shall be kept or permitted on any property which is subject to this Declaration. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, all containers shall be kept out of sight from the street, and other Lot or any adjacent property. No burning of trash or other materials shall be permitted.

Q. No outbuilding, basement, tent, shack, garage, trailer, barn, or temporary structure of any kind shall be permitted upon any property which is subject hereto, either temporarily or permanently. No occupancy shall be permitted within any Dwelling or other improvement constructed upon property which is subject hereto until such time as a Certificate of Occupancy for such Dwelling or improvement has been issued by the appropriate governmental agency.

Prior to any shed being installed on a residential Lot in the subdivision, Association approval must be obtained. An application to install a shed must first be submitted to the Association and full compliance with the application procedures contained in Article X of the Declaration is required.

Only one (1) shed may be placed on any Lot. The shed must be placed in the rear yard of the Lot. The shed can only be placed at a location on the lot where the shed cannot be seen from the street when observing the lot while standing on either side property line or if otherwise standing in front of the residence. The shed must be secured to a concrete slab. The shed may not exceed eight feet by ten feet (8' x 10'). *[Amended 7.15.2021]*

R. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any property which is subject to this Declaration nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or the Common Areas. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot or the Common Areas.

S. No individual well shall be permitted on any property which is subject to this Declaration except for irrigation wells, and any such well must be approved in writing by the Architectural Control Committee prior to construction or installation. In addition, the water from any such irrigation well shall not leave any residue or stains upon the sidewalks constructed within the Subdivision. No septic tank or cesspools shall be permitted on any property which is subject hereto. The requirements of this paragraph shall be enforced so long as the water and sewer systems presently operating within the property which is subject to this Declaration are operating satisfactorily to all governmental entities having jurisdiction, and are available for use.

T. No property which is subject hereto shall be used as a dumping ground for rubbish.

U. Nothing shall be altered in, constructed on or removed from the Common Areas except with the prior written consent of the Board of Directors.

V. After appropriate approvals have been received from the Architectural Control Committee and any applicable governmental authority or agency having jurisdiction over the Subdivision, a swimming pool, lap pool, spa or hot tub may be constructed upon a Lot, subject to the following restrictions:

(1) The swimming pool, lap pool, spa or hot tub shall be located behind or to the side of the Dwelling;

(2) All applicable governmental and subdivision building set-back restrictions shall be complied with;

(3) The swimming pool, lap pool, spa or hot tub shall be enclosed as required by applicable zoning and building codes and regulation, however, any such enclosure shall be subject to the prior written approval of the Architectural Control Committee.

(4) No above ground pools shall be allowed.

(5) All pumps and other mechanical equipment related to any swimming pool, lap pool, spa or hot tub must be enclosed so as to be concealed from view from any adjacent lot, the Common Areas or any other property within the Subdivision.

W. No tree with a base diameter of four (4) inches or greater shall be removed from any property which is subject hereto without the prior written approval of the Architectural Control Committee unless the immediate removal of such tree is necessary in order to prevent damage to a building or other structure.

X. At the time the Owner submits plans and specifications for construction of improvements upon his Lot to the Architectural Control Committee, a landscape survey or plan shall also be submitted for approval. All Lots or other property which is subject hereto upon which a Dwelling or other improvement has been constructed shall be fully sodded and shall be maintained with at least the minimum landscaping required and approved by the Architectural Control Committee, including but not limited to specific types and sizes of trees and other plantings set forth in the Architectural Control Committee's master landscaping plan for the Subdivision, as such master landscaping plan is amended from time to time. All Lots or other property subject hereto upon which a Dwelling or other improvement has been constructed shall have installed thereon at the time of construction of the Dwelling or other improvement and installation of the landscaping an underground sprinkler system, the plans and specifications for which have been approved by the Architectural Control Committee.

Y. No outside transmitting or receiving antenna, satellite dish or aerial of any type shall be erected or installed upon any lot unless approved in writing by the Architectural Control Committee.

Z. No window or wall mounted air conditioning unit shall be permitted on any Dwelling or other improvement constructed upon property which is subject hereto. Any exterior air conditioning compressor or unit located to the exterior of a Dwelling or other improvement must be concealed in an enclosure approved in writing by the Architectural Control Committee prior to installation.

AA. No golf cart shall be kept on any property which is subject hereto except within a garage or other enclosed area and concealed from public view.

SECTION 2. The Board of Directors shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the said Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the Lots and the Common Areas, as set fourth in the By-laws of the Association so long as such rules and regulations are not contrary to the provisions contained herein.

SECTION 3. This Article IX shall not be amended, notwithstanding any provision of this Declaration to the contrary, without the consent in writing of not less than eighty-five percent (85%) of each class of Members of the Association, provided, however the provisions of this Section 3 shall not be construed to limit any rights of the Developer to amend this Declaration.

ARTICLE X Architectural Control

SECTION 1. In order to preserve the value and appearance of the property which is subject to this Declaration, no improvement or structure of any kind, including, without limitation, any building, wall, fence, antenna, satellite dish, solar collector or screen enclosure, shall be erected, placed or maintained on any portion of said property; no landscaping or planting shall be commenced or maintained upon any portion of said property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Architectural Control Committee, which approval shall not be unreasonable withheld, excluding only buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer; and additions,

alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Architectural Control Committee.

By resolution The Board of Directors of the Association desires to establish guidelines for the regulation of solar energy systems to provide clear and definitive guidelines to the Association's members.

Now. THEREFORE, effective this 21st day of January 2021 the Board has duly adopted the following guidelines for solar energy systems (as defined below) within the Bridlewood subdivision (subdivision). The following guidelines are hereby incorporated into and made a part of the rules and regulations of the Association, effective as of the date of this resolution.

1. Definitions. Capitalized terms not otherwise defined in this Resolution have the meaning assigned to them in this Section 1.
 - 1.1 Solar Energy System. A panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or combination of panel devices or systems that collects sunlight for use in (a) the heating or cooling of a structure or building; (b) the heating or pumping of water; or (c) the generation of electrical energy.
 - 1.2 Building-Integrated Solar Energy system. A Solar Energy System that Is designed and installed as a building component that is part of the exterior envelope of the building.
 - 1.3 Building-Mounted Solar Energy System_ A Solar Energy System that is affixed to a principal or accessory building.
2. Approval of Installations. No Solar Energy System may be installed on property within the subdivision without prior approval of the ACC. Submittal and review of each proposed installation shall be consistent with the Association's rules and procedures set out in Article X of the Bridlewood Declaration, and in accordance with this Section 2.
 - 2.1 Submittal of Installation Plans. No fewer than forty-five (45) days before installing any Solar Energy System, the homeowner shall submit to the ACC detailed plans for the proposed installation, including a schematic drawing of the proposed installation and manufacturer's installation and placement specifications for the Solar Energy System; the proposed location and number of collectors; the method of attachment to the roof structure; and the location of all exterior system components (all of the foregoing, "System Specifications and Plans" or "SSP")
 - 2.2 ACC Review Process. The ACC shall follow the review process set out in Article X of the Bridlewood Association Bylaws. The ACC will provide written notice to the homeowner of the Committee's
 - (a) approval of the System Specifications and Plans;
 - (b) rejection of the System Specifications and Plans; or (c) request for further information.
 - 2.3. Standard of Review by ACC. The ACC will review the SSP for compliance with the standards and requirements set out in this Resolution. Approval by the ACC may be conditioned upon reasonable modifications to the SSP, provided that such modifications (i) do not increase installation or construction costs by more than ten (10) percent of gross estimated installation or construction costs; (ii) are not more restrictive than any applicable rule, regulation, or fire code.

2.4 Appeal of Decision by ACC. If any SSP submitted by a homeowner is rejected by the ACC, the homeowner may appeal such decision to the Board of Directors of the Association.

3. Standards for Residential Building Integrated Solar Energy Systems. The owner of any residence with a Building-Integrated Solar Energy System will ensure that the residential Building- Integrated Solar Energy System installed on its residence (a) meets all general requirements for Solar Energy Systems set out in Section 5 below; (b) is an integral part of the building surface [or surface of an improvement or feature ancillary to the building, such as, but not limited to, awning, deck, or other feature of the residence]; (c) to the extent consistent with Section 2.3 above, covers from street-view any mounting hardware; and (d) includes exterior wiring, plumbing and conduits painted a color to match the structural building components.
4. Standards for Residential Building-Mounted Solar Energy Systems. Each Building-Mounted Solar Energy System must meet the following standards:
 - (a) Each Building-Mounted Solar Energy System must meet the general requirements set out in Section 5 below.
 - (b) Each Building-Mounted Solar Energy System must be installed on the roof of the primary residential structure or accessory structure, but cannot be located on the front roof facing the street and must be minimally visible from the street.
 - (c) Each Building-Mounted Solar Energy System should be located in a position least visible from any street, so long as such location is installed on the roof within an orientation to the south or within forty-five degrees (45°) east or west of due south if such designated location does not impair the effective operation of the solar collectors.
 - (d) Each Building-Mounted Solar Energy System must not extend beyond the perimeter boundary of the roof section to which it is attached and must terminate such distance from the edge of the roof as required by any applicable building and fire codes.
 - (e) Each Building-Mounted Solar Energy System must have a frame, brackets, and visible piping or wiring that is of a color matching the surface upon which the Building-Mounted Solar Energy System is installed, or, if such a color is not commercially available, a bronze or black tone commonly available in the market place.
 - (f) Except as set out in subclause (g) below, each Building-Mounted Solar Energy System must not exceed the existing roofline in height.
 - (g) Except with respect to a Building-Mounted Solar Energy System installed on a flat roof, each Building-Mounted Solar Energy System must maintain the existing pitch of the roof. Each Building- Mounted Solar Energy System installed on a flat roof may not exceed twenty degrees (20°) in pitch above the roof or be no higher than allowed by applicable zones, codes, or ordinances.
5. General Requirements. A Solar Energy System installed on homeowner property must meet the following general requirements:
 - (a) Each Solar Energy System must be installed in conformance with all applicable governmental rules, laws, regulations, and ordinances, including but not limited to applicable zoning building, and fire codes.
 - (b) No solar Energy System installed on homeowner property may threaten public health or safety, or violate any applicable law.
 - (c) Each Solar Energy System must be maintained in good repair and working order. Any Solar Energy System damaged, destroyed, or disused must be removed or repaired within ninety (90) days after such initial damage, destruction, or disuse.
 - (d) No Solar Energy System may be installed until the building plans and specifications have

- been submitted in writing to the ACC for review and have been approved in writing.
- (e) No Solar Energy System may be installed on any homeowner property until all permits and approvals required by law have been issued.

These guidelines may be amended by the Board of Directors as deemed necessary by the Board of Directors of the Association. If these guidelines are modified all members of the Association will be notified of the modifications to the guidelines

SECTION 2. In order to obtain the approval of the Architectural Control Committee, three (3) complete sets of construction plans and specifications for the proposed construction, improvement or landscaping, shall be submitted to the Architectural Control Committee for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Architectural Control Committee may also require the submission of additional information and materials as may be reasonably necessary for it to evaluate the proposed construction, landscaping or alternation. The Architectural Control Committee shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plans and specification be deemed approval of any plan or design from the standpoint of structural safety or conformance with building codes or other governmental regulations.

SECTION 3. The Architectural Control Committee shall have the right to refuse to approve any proposed plans or specifications which it reasonably determines are not suitable or desirable. Any and all approvals or disapprovals of the Architectural Control Committee shall be in writing and shall be sent to the Board of Directors of the Association and the respective lot Owner. In the event the Architectural Control Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Architectural Control Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Architectural Control Committee and the appropriate written approval shall be delivered to the owner forthwith.

SECTION 4. The Architectural Control Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the process of applications to the Architectural Control Committee.

SECTION 5. The Architectural Control Committee shall consist of such three (3) persons as the Developer, in its sole discretion, shall appoint until such time as the Developer no longer owns any Lot in the Subdivision. Thereafter, the Architectural Control Committee shall consist of three (3) Members of the Association who shall be elected by a majority of the Board of Directors.

SECTION 6. Damage and Destruction of Residences; Approval of Structural Variances. Any Owner who has suffered damage to his Dwelling or any other improvement constructed on property which is subject to this Declaration by reason of fire or any other casualty may apply to the Architectural Control Committee for reconstruction, rebuilding or repair of the Dwelling or improvement in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof prepared by an architect certified to do business in the State of Florida. The Architectural Control Committee shall grant approval only if the design proposed by the Owner shall result in a finished Dwelling or other improvement of exterior design harmonious with the

other Dwellings and improvements constructed within the Subdivision.

ARTICLE XI
Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, maintain, repair and repaint the interior and exterior of his Dwelling, keeping the same in a condition comparable to the condition of such Dwelling at the time of its initial construction, excepting only normal wear and tear.

ARTICLE XII
Owners Obligation to Build or Rebuild

SECTION 1. Obligation to Build. Construction of a Dwelling shall be commenced upon each Lot within the Subdivision within two (2) years from the date the Developer conveys the Lot to a purchaser. Once construction has commenced, it shall be the duty of the Owner to complete such construction with all due diligence, and such construction shall be completed within eighteen (18) months of commencement unless prevented by causes beyond the control of the Owner. Sidewalks shall be constructed and installed upon the Lots as part of the construction of the Dwelling, at the Owner's expense, and shall be completed prior to occupancy of the Dwelling. Notwithstanding anything to the contrary in this Section 1, all construction upon a Lot shall be subject to the provisions of Article X concerning approval by the Architectural Control Committee.

SECTION 2. Obligation to Rebuild. If all or any portion of a Dwelling or other improvement constructed on property which is subject to this Declaration is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Dwelling or improvement in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after commencement of construction, unless prevented by causes beyond the control of the Owner.

ARTICLE XIII
Parking Restrictions

SECTION 1. No Owner or resident shall park, store, or keep any commercial truck, camper, commercial van, boat, mobile home, recreational vehicle, trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway, street, Lot or Common Areas. In no event shall any truck larger than a one-half (1/2) ton non-commercial pick-up truck or standard passenger size van be parked, stored or kept in any parking garage or driveway incident thereto, and all vehicles other than passenger cars and passenger vans, which vehicles shall include but not be limited to motorcycles, must be parked within a garage or other enclosed area which is not visible from any portion of the Common Areas.

SECTION 2. No Owner or resident shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of any property which is subject hereto except for emergency repair, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the Owner's garage provided that such vehicle does not remain inoperable for more than forty-eight (48) hours. No Owner shall park a vehicle in his parking garage or on his driveway in such a manner that the vehicle extends into the street, sidewalk, or into another Lot, nor shall any allowed vehicle be parked upon any street within the Subdivision overnight. No vehicles shall be parked in any portion of the Subdivision except in garages and driveways incident to a Dwelling.

ARTICLE XIV
Condemnation

SECTION 1. Representation by Association. The Association shall represent the owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for the acquisition of the Common Areas or any part thereof, and shall be deemed to have a power coupled with an interest. The Board may act in its sole discretion with respect to any awards being made in connection with the taking or acquisition and shall be entitled to voluntary sale to the condemner in lieu of engaging in a condemnation action. All Owners hereby irrevocably appoint the Association as their agent to represent them in such matters, provided, however, that this appointment shall not prevent the Developer or any Owner from intervening in or appearing as an interested party in any condemnation proceedings.

SECTION 2. Awards or Proceeds of Settlement. In the event of the taking or acquisition of all or a part of the Common Areas by a condemning authority, the condemnation awards or proceeds of settlement shall be payable to the Association, for the use and benefit of the Owners and their mortgagees, as their interests may appear, subject to direction by any Court having jurisdiction over the condemnation.

ARTICLE XV
Reconstruction or Repair After Casualty

SECTION 1. Insurance Proceeds. In the event loss or damage occurs to improvements or any portion of the Common Areas, payment under any and all insurance policies shall be made to the Board of Directors of the Association, as Escrow Agent, and the proceeds shall be expended or disbursed as follows:

A. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Areas, and provided all institutional mortgagees holding mortgages encumbering the Common Areas, if any, agree in writing, the improvements shall be completely repaired and restored.

B. In the event the insurance proceeds are not sufficient to repair and replace all of the improvement within the Common Areas, a meeting of the membership of the Association shall be held to determine whether a uniform special assessment shall be levied against each Residential Lot and the Owners thereof to obtain the necessary funds to repair and restore all of the improvements within the Common Areas.

(1) If a majority of the Owners are in favor of a special assessment, the Association shall immediately levy and collect such assessment. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be included as a part of such special assessment.

(2) In the event a majority of the Owners are opposed to the special assessment, the insurance proceeds shall be used to repair and reconstruct as many and such of the improvements on the Common Areas as the Board of Directors of the Association, in its sole and absolute discretion, shall determine, provided, however, that in any event (a) all Lots and the Owners thereof shall be subject to a uniform special assessment in the amount necessary to meet any deductible under an insurance policy against which a claim is made, and (b) the insurance proceeds shall be used first to reconstruct and repair any and all damage to any Private Roads and utilities located within the Common Areas.

C. If there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair of the improvements located within the Common Areas, such balance shall not be disbursed to the Members but shall be retained by the Association and credited against the next annual operating budget.

D. Nothing contained herein shall be interpreted or construed to prevent creation of and contributions to reserve accounts for repair and replacement of any or all improvements located within the Common Areas, nor to prohibit the use of the funds in such accounts for repair or replacement in the event insurance proceeds are insufficient to cover the cost hereof.

E. Under all circumstances, the Board of Directors of the Association shall have the sole authority to act as the agent of all Owners for the purpose of negotiating or settling insurance claims for loss or damage to the improvements located within the Common Areas, subject only to the approval of any mortgagee of the premises damaged.

SECTION 2. Repair or Reconstruction.

A. Immediately after a determination is made to reconstruct or repair damage to improvements located within the Common Areas, the Board of Directors shall obtain detailed estimates of the reconstruction or repair from one or more reliable licensed contractors.

B. In the event the Association shall enter into a construction agreement with a contractor, who shall be required to post a performance bond, the Board of Directors of the Association, an Escrow Agent, shall disburse the insurance proceeds and other funds collected pursuant to this Article XV in accord with the construction agreement.

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, subject to appropriate governmental approvals and permitting requirements, or if not, then according to plans and specifications approved by a majority of the Members of the Association, which approval by the Members shall not be unreasonably withheld.

ARTICLE XVI General Provisions

SECTION 1. Enforcement. The Association, Developer, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation, including but not limited to any appeal thereof, shall be entitled to all costs thereof, including, but not limited to, reasonable attorney's fees and court costs.

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

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of twenty-five (25) years from the date that the Declaration is recorded in the Public Records of Pinellas County, Florida and shall be automatically renewed for successive twenty-five (25) year terms at the Expiration of said initial term unless terminated by a document duly recorded in the Public Records of Pinellas County, Florida and consented to by all Owners, including the Developer if it owns any Lots and all Institutional First Mortgagees holding

mortgages on property subject to this Declaration. All easements shall survive the expiration or termination of these covenants and restrictions. Notwithstanding the termination of this Declaration, the Association's ownership of the Common Areas, and all rights, duties and obligations of the Association, specifically including but not limited to its power to make assessments and its duties to maintain the Common Areas, shall survive such termination unless the Association is voluntarily dissolved concurrently with the termination or the instrument recorded in the Public Records of Pinellas County, Florida, evidencing such termination expressly provides otherwise. In the event that there are any Common Areas at the termination of this Declaration and the Association, or upon voluntary dissolution of the Association in accordance with the Articles and Bylaws, then such Common Areas shall be owned by the Owners as tenants in common in undivided shares. Each Owner's undivided share shall be determined by dividing the number of Lots owned by such- Owner on the date of termination by the total number of Lots subject to this Declaration, as amended from time to time, on such date .

SECTION 4. Contracts with Developer. The Association and the Developer and any affiliate or wholly owned subsidiary of the Developer are hereby authorized to enter into mutual contracts for any services the Developer or such affiliate or subsidiary are capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree.

SECTION 5. Captions, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions of this Declaration.

SECTION 6. Amendments.

A. The power to modify or amend this Declaration may be exercised by the Members of the Association at a duly called special or annual meeting, provided, however, the notice of such meeting shall contain a statement that such amendment will be considered and shall set forth a detailed summary of the amendment. An amendment may be proposed either by the Board of Directors or by at least ten percent (10%) of either the Class A or Class B Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must be approved by an affirmative vote of not less than sixty-six percent (66%) of each Class of Members. Alternatively, the Declaration may be modified or amended without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment, shall be signed by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration, as amended from time to time, on the date such amendment is executed.

B. An amendment other than amendments made by the Developer pursuant to the provisions of this Declaration, shall be evidenced by a certificate of the Association which shall specifically set forth the entire amendment and shall include the recording data identifying the Declaration and shall be executed by the President and Secretary of the Association in the form required for the execution of a deed, which certificate shall be recorded in the Public Records of Pinellas County, Florida. Amendments by the Developer must be evidenced in writing; but a certificate of the Association shall not be required. Amendments shall be effective when properly recorded in the Public Records of Pinellas County, Florida.

C. If it appears that through scrivener's error any word has been misspelled, or any reference to any document or the Florida Statutes or any portion thereof is incorrect, or some error or omission which does not materially adversely affect the Owners has been made, the error may be corrected by an amendment to this Declaration made by the Developer alone until the Turnover Date,

and by the Board of Directors thereafter, and in any event, without the need for consent or joinder by any Owner or Mortgagee.

D. Rights of Developer:

(1) Notwithstanding the foregoing provisions regarding amendment of this Declaration, no amendment may be made without the prior written consent and joinder of the Developer during any period of time in which the Developer owns any portion of the Subdivision.

(2) For so long as the Developer owns any portion of the Subdivision, it shall have the right and irrevocable power to amend this Declaration, in whole or in part, as it, in its sole discretion, deems necessary or desirable, including, without limitation, amendments made in order to (a) identify, locate, and describe any portion of the Subdivision for a specific use or classification; or (b) to resolve or clarify any ambiguities or conflicts herein or to correct any inadvertent misstatements, errors or omissions herein; or (c) make this Declaration or the Exhibits hereto comply with the requirements of any statutory provisions or any local, state or federal rules or regulations; or (d) gain acceptance or approval of any institutional lender or title insurer, including without limitation the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Veterans Administration; or (e) accommodate an alternate plan of development of the Subdivision. Any such amendment shall be executed by the Developer, and the joinder or further consent of any other person or entity of any nature whatsoever shall not be required.

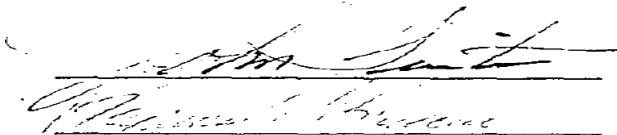
(3) Any amendment to this Declaration made by the Developer shall take effect immediately upon recordation in the Public Records of Pinellas County, Florida. No such amendment shall be deemed material or adverse to any prospective purchaser of a Lot, nor to any Owner, nor shall any amendment extend or renew any right of rescission which may be granted to any prospective purchaser.

SECTION 7. Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Articles of Incorporation or By-laws of the Association, no amendment shall be made to this Declaration, or the Articles or By-laws which would adversely affect the lien rights of any Institutional First Mortgagee, any rights of the Developer, or change the voting rights of any Association Member without the written joinder and consent of such Mortgagee, Developer or Member, as appropriate.

SECTION 8. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration or to the Articles or Bylaws shall affect the Developer's rights, liabilities, and/or obligations without the express written joinder and consent of the Developer. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all Institutional First Mortgagees requesting notice thereof.


IN WITNESS WHEREOF, PARKWOOD SOUTH GROUP, INC. these presents to be executed on its behalf by its duly officer and its corporate seal to be affixed hereto this 14 day of August, 1989.

Signed, Sealed and Delivered
in the Presence of:



PARKWOOD SOUTH GROUP, INC., a
Florida corporation

By:




Richard A. Puzzitiello
Its President

(Corporate Seal)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto.

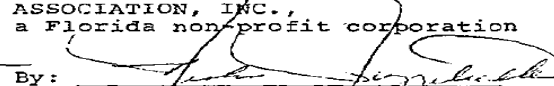
IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officer thereunto duly authorized and its corporate seal affixed, the day and year first above written.

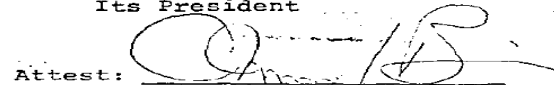
Signed, Sealed and Delivered
in the Presence Of:



Richard A. Puzzitiello

BRIDLEWOOD HOMEOWNERS'
ASSOCIATION, INC.,
a Florida non-profit corporation

By: 
Richard A. Puzzitiello,
Its President

Attest: 
Anthony J. Brusino,
Its Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 14th day of August, 1989, before me personally appeared RICHARD A. PUZZITIELLO, President of PARKWOOD GROUP SOUTH INC., A Florida corporation, to me known to be the person described in and who executed the foregoing BRIDLEWOOD AT TARPON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and who acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm
HARBER, Pinellas County, State of Florida, the day and
year last aforesaid.

Helma J. Corner
Notary Public
My Commission Expires: Aug. 12, 1990

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 14th day of August, 1989, before me personally appeared RICHARD A. PUZZITIELLO and ANTHONY J. BRUSCINO, President and Secretary, respectively of BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit membership corporation, to me known to be the persons described in and who executed the foregoing BRIDLEWOOD AT TARPON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and who acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm
HARBER, Pinellas County, State of Florida, the day and
year last aforesaid.

Helma J. Corner
Notary Public
My Commission Expires: Aug. 12, 1990

EXHIBIT "A"

All the property described in the following plats:

BRIDLEWOOD AT TARPON WOODS-PHASE I as recorded in Plat Book 102, pages 38, 39 and 40, Public Records of Pinellas County, Florida.

BRIDLEWOOD AT TARPON WOODS-PHASE II as recorded in Plat Book 103, pages 4, 5 and 6, Public Records of Pinellas County, Florida.

EXHIBIT "A"

Begin at the Northwest corner of the SW 1/4 of Section 35, Township 27 South, Range 16 East, Pinellas County Florida and go S 88° 50' 45" E, 1351.15 feet, along the north boundary of said SW 1/4, the same being the south boundary of Oakridge Estates at Ridgemoor as recorded in Plat Book 95, Page 97 of the Public Records of Pinellas County, Florida; thence S 01° 43' 10" E. 1032.24 feet; thence S 81° 10' 39" W, 296.87 feet; thence S 08° 49' 21" E, 71.08 feet; thence S 81° 10' 39" W, 50.00 feet; thence S 88° 16' 50" W, 225.02 feet; thence along a curve to the left that has a radius of 565.00 feet, an arc length of 246.90 feet, a chord length of 244.94 feet, a chord bearing of S 75° 45' 43" W; thence S 63° 14' 35" W, 411.99 feet; thence S 02° 10' 54" E, 87.53 feet; thence along a curve to the left that has a radius of 25.00 feet, an arc length of 49.99 feet, a chord length of 42.07 feet, a chord bearing of S 59° 28' 10" E; thence S 26° 45' 25" E, 50 feet; thence S 63° 14' 35" W, 45.73 feet; thence along a curve to the left that has a radius of 25.00 feet, an arc length of 28.55 feet, a chord length of 27.02 feet, a chord bearing of S 30° 31' 50" W; thence S 02° 10' 54" E, 17.89 feet; thence S 87° 49' 06" W, 50.00 feet; thence along a curve to the left that has a radius of 25.00, an arc length of 39.27 feet, a chord length of 35.36 feet, a chord bearing of N 47° 10' 54" W; thence S 87° 49' 06" W, 90.00 feet, to a point on the East boundary of Tarpon Woods 4th Addition as recorded in Plat Book 80, Page 49 of the Public Records of Pinellas County, Florida; thence N 02° 10' 54" W, 1121.20 feet, along said east boundary of Tarpon Woods 4th Addition and the east boundary of Tarpon Woods Condominium No. 4 Phase VI as recorded in Condominium Plat Book 62, Page 6 of the Public Records of Pinellas County, Florida; thence S 87° 49' 06" W, 120.92 feet, to a point on the east right-of-way line of Tarpon Woods Boulevard extension as recorded in O.R. Book 5899, Page 1838 of the Public Records of Pinellas County, Florida; thence along said east right-of-way, line along a curve to the right that has a radius of 300.00 feet, an arc length of 31.69 feet, a chord length of 31.67 feet, a chord bearing of N 23° 49' 44" E; thence continue along said east right-of-way line along a curve to the left that has a radius of 850.00 feet, an arc length of 431.16 feet, a chord length of 426.56 feet, a chord bearing of N 12° 21' 00" E to a point on the west boundary of the SW 1/4 of said Section 35, thence N 02° 10' 54" W, 70.03 feet, along said west boundary to the point of beginning. Containing 39.353 acres, more or less.

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1998 JUN 22 PM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.

A NOT-FOR-PROFIT FLORIDA CORPORATION

In compliance with the requirements of Chapter 617 of the Florida Statutes (1985), the undersigned has this day voluntarily executed these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

Name of Corporation.

The name of this corporation is: BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

Principal Office and Registered Agent

The principal office of the Association is located at 1787 Hampton Lane, Palm Harbor, Florida 34683. The registered agent is ANTHONY J. BRUSCINO, 1787 Hampton Lane~ Palm Harbor, Florida 34683.

ARTICLE III

Purpose

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the operation, maintenance and preservation of BRIDLEWOOD AT TARPON WOODS (as defined in the BRIDLEWOOD AT TARPON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, referred to hereinafter as the "Declaration") and to provide, according to the provisions of the Declaration, and within that certain property to be known as BRIDLEWOOD AT TARPON WOODS, pursuant to that certain Subdivision plat to be recorded among the Public Records of Pinellas County, Florida, of the following described real property, to-wit:

EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF BY REFERENCE.

for the Promotion of the health, safety, and welfare of the residents 'within the above-described Subdivision, and any additions thereto as may hereafter be subject to the terms and conditions of the Declaration, and in furtherance of these purposes, to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein.

B. To make, establish and enforce rules and regulations governing the use of any Common

Areas.

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association, and, to use and expend the proceeds of regular and special assessments in the exercise of its powers and duties hereunder;

D. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

E. Borrow money, and with the assent of seventy-five percent (75%) of each Class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

G. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided, however, that any such merger or consolidation shall have the assent of seventy-five (75%) of each Class of Members;

H. Enforce by legal means the obligations of the members of the Association and the provisions of the Declaration;

I. Have. and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Corporations Not for Profit, laws of the State of Florida, by law may now or hereafter have or exercise;

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by regular and special assessments against Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any Member.

ARTICLE IV Members

The Developer, Parkwood South Group, Inc., and every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot which is subject to the terms and conditions of the Declaration, as amended from time to time, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Transfers of membership in the Association shall be made on the books of the corporation and shall be established by recording among the Public Records of Pinellas County, Florida, a deed or other instrument establishing or transferring fee simple title to a Lot subject to the terms and conditions of the Declaration, as amended from time to time. Thereupon, the transferor's membership in the Association shall automatically terminate.

ARTICLE V

Duration

The period of duration of this Association shall be perpetual.

ARTICLE VI

Subscribers

The name and address of the subscriber is:

ANTHONY J. BRUSCINO	1787 Hampton Lane Palm Harbor, Florida 34683
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ARTICLE VII

Directors

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven {7} persons who shall be Members of the Association except as provided below. The first Board of Directors shall have three (3) members, and in the future that number will be determined from time to time in accordance with the provisions of the By-laws. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

RICHARD A. PUZZITIELLO 1	787 Hampton Lane Palm Harbor, Florida 34683
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RAYMOND J. BRUSCINO	1787 Hampton Lane Palm Harbor, Florida 34683
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ANTHONY J. BRUSCINO	1787 Hampton Lane Palm Harbor, Florida 34683
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The first members of the Board, who shall be appointed by the Developer and need not be Members of the Association, shall be the Board of Directors of the Association until the Turnover Date more particularly described in Article XII. Thereafter, the Association Members shall elect Board members in accordance with the provisions of the Bylaws. The Developer shall have the right to appoint, designate and elect all of the members of the first Board of Directors, provided, however, the Developer shall relinquish its right to appoint Directors and shall cause the members of the first Board of Directors to resign on the Turnover Date.

ARTICLE VIII
Officers

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution determine. The election of officers shall take place at the first meeting of the Board of directors which shall follow each annual meeting of the Members. The names of the officers who are to serve until the first election or appointments are:

President:	RICHARD A. PUZZITIELLO
Vice President:	RAYMOND J. BRUSCINO
Secretary/Treasurer:	ANTHONY J. BRUSCINO

ARTICLE IX
Liability

No officer, Director or Member of the Association shall be or become personally liable for any debt or other obligation of this corporation except as provided in the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

ARTICLE X
Indemnification

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association or by reason of his or her serving or having served the Association at its request, whether or not he or she is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights of which that person may be entitled.

ARTICLE XI
By-laws

The By-laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of sixty-six percent (66%) of each Class of Members, except that the initial By-laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE XII
Voting Rights

SECTION 1.

A. The Association shall have two (2) classes of voting Members, as follows:

Class A. Class A Members shall be all Owners of Lots (save and except for the Developer), who shall be entitled to one (1) vote for each Lot owned.

Class B. Class B Members shall be the Developer, which shall be entitled to the number of votes equal to the total number of votes outstanding in the Class A membership from time to time, multiplied by four (4). The Class B membership shall cease on the happening of any of the following events, whichever occurs first (the "Turnover Date 1"):

(1) On January 1, 2015; or

(2) At any time the Developer shall elect, in its sole discretion, to convert the Class B membership to Class A membership.

B. When more than one person holds an undivided fee interest in any Lot, all such persons shall be Class A Members and shall enjoy full membership rights, privileges and obligations as set forth hereinafter, and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

SECTION 2. Class B Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the termination of Class B membership, it is specifically understood that:

A. Until the Turnover Date, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon; and B. Upon the Turnover Date, Developer shall become a Class A Member with regard to each Lot owned by Developer, notwithstanding the provisions to the contrary hereinabove, and Developer shall be entitled to one (1), vote for each such Lot owned by Developer on all questions coming before the membership for a vote thereon.

Article XIII Termination

The Association may be dissolved with the assent given in writing and signed by the holders of not less than seventy-five percent (75%) of the total number of votes outstanding in each class of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the Members as appurtenances (if real property or any interest therein) the Members' Lots, subject to any and all applicable liens and encumbrances and restrictions of record. This Article XIII is subject to provisions of Section 617.05, Florida Statutes ARTICLE XIV Amendment Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any of the following methods:

A. The following process:

(1) The board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws. for the giving of notice of meetings of Members ("Required Notice:).

(3) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of seventy-five (75%) percent of the total votes outstanding in each class of membership. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

B. The Members may amend these Articles by an affirmative vote of sixty-six percent (66%) of the total votes outstanding in each class of membership, at a meeting or which the Required Notice of the meeting and the proposed amendment has been given without action by the Board; or


C. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

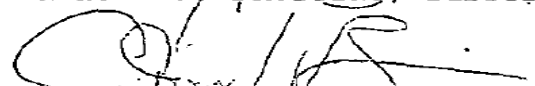
D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights. and obligations set forth in the Declaration.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

F. Notwithstanding the foregoing provision of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer including but not limited to the right to designate and select the Directors as provided in Article VII hereof, without the prior written consent thereof by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of any Institutional Mortgagee.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator and the registered agent of this Association, have executed these Articles of Incorporation this 8 day of JUNE, 1988.

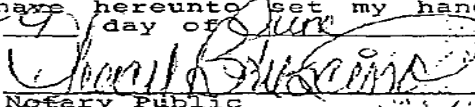
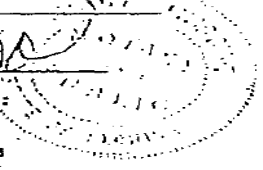

ANTHONY J. BRUSCINO, Subscriber


ANTHONY J. BRUSCINO,
Registered Agent

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ANTHONY J. BRUSCINO, as Subscriber and ANTHONY J. BRUSCINO as Registered Agent, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the said instrument as his free and voluntary act and deed for the use and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 9 day of June 1988.


Notary Public
My Commission Expires: 

Notary Public, State of Florida at Large
My Commission Expires July 15, 1991

EXHIBIT "C"

BY-LAWS

OF

BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC.

A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

The name of the corporation is BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"). The principal office of the corporation shall initially be located at 1787 Hampton Lane, Palm Harbor, Florida, 34683, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

ARTICLE II
Definitions

All terms herein shall have the same meaning as set forth in the BRIDLEWOOD AT TARPON WOODS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (the "Declaration") as amended from time to time, recorded in the Public Records of Pinellas County, Florida, unless the context requires otherwise.

APTICLE III
Meetings of Members

SECTION 1. Annual Meetings. The first annual meeting of the Members shall be held on the first anniversary of the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, upon written request of a majority of the Class B membership or upon written request of a majority of the Members of the Class A or Class B membership.

SECTION 3. Notice of Meeting. Written notice of each meeting of Members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' addresses last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of the Members entitled to cast votes, or of proxies entitled to cast votes, equal to fifty-one percent (51%) of the total number of votes outstanding in Class A and Class B membership combined, notwithstanding the provisions of Article III hereof, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Declaration, or these By-laws. For example, if there are fifty (50)

Lots owned by Owners other than the Developer, those Owners have a total of fifty (50) Class A votes, and the Developer has a total of two hundred (200) Class B votes, resulting in a total outstanding vote in Classes A and B combined of two hundred fifty (250) votes, a quorum at a meeting of the Owners of those fifty (50) Lots as Class A Members and the Developer as Class B Member would be one hundred twenty-eight (128) votes. Such quorum could consist solely of the Developer's Class B votes or a combination of the Class A and Class B votes totaling at least one hundred twenty-eight (128) votes. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented at any meeting that takes place on account of a previously adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted.

SECTION 5. Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing, signed by the person or persons entitled to vote, and filed with the Secretary before the appointed time of the meeting in order to be effective. Every proxy shall be revocable prior to the time a vote is cast according to such proxy and shall automatically cease upon conveyance by the Member of his Lot.

SECTION 6. Designation of Voting Member. If a Lot is owned by more than one (1) Owner, the Member entitled to cast the vote for the Lot shall be designated by a certificate, signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If the Lot is owned by a corporation, partnership or other entity, the officer, partner, agent or employee entitled to cast the vote for the Lot shall be designated by a certificate signed by the duly authorized officer, general partner or other person and filed with the Secretary of the Association. The person designated in such certificate as being entitled to cast the vote for the Lot shall be known as the "voting Member". Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until there is a change in the ownership of the Lot concerned. If such a certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or by a corporation, partnership or other entity, the vote of the Lot concerned shall not be considered in determining a quorum, nor for any purpose during any meeting of the Members, except if said Lot is owned solely by a husband and wife. If a Lot is owned jointly by a husband and wife alone, the following three (3) provisions shall be applicable thereto:

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 both are present at a meeting but 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. As set forth in Article XII of the Articles of Incorporation of the Association, the vote of a Lot is not divisible;

C. when they do not designate a voting Member, and is present at a meeting, the person present may cast the Lot, just as though he or she owned the Lot individually, without establishing the concurrence of the absent person.

SECTION 7. Vote Required. At every meeting of the Members, the Owner or Owners of each Lot, either in person or by proxy, shall have the right to cast one (1) vote for each Lot owned, as set forth in the Declaration. Subject to the provisions of Article XII of the Articles of Incorporation, the vote of the majority of the Class A and Class B membership, combined, present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation of the Association, or these By-laws, a different vote is required, in which case such express provision shall govern and control.

Except as otherwise specifically set forth in the By-laws, Articles of Incorporation and

Declaration, Class A and Class B members shall vote together as one entity on all matters requiring a vote.

The voting on any matter at a meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such meeting and entitled to be cast on such matter if such request is made prior to the vote in question.

The presiding officer of the meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

SECTION 8. Order of Business. The order of business at all annual or special meetings of the Members shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Unfinished business
- G. Election of officers or directors (if election to be held)
- H. New business
- I. Adjournment

provided, however, that business conducted at a special meeting shall be limited to that set forth in the notice thereof delivered to Members pursuant to Section 3, Article III of these Bylaws.

SECTION 9. Minutes. Minutes of all meetings shall be kept in a business like manner and shall be available for inspection by the Members and Directors and their authorized representatives at all reasonable times.

ARTICLE IV

Board of Directors: Selection - Term of Office

SECTION 1. Number and Term: The number of directors which shall constitute the whole Board of Directors, also known as the board of administration, shall be not less than three (3), nor more than seven (7). The first Board of Directors shall consist of three (3) persons appointed by the Developer, who shall hold office until the Turnover Date, as more particularly described in the Articles of Incorporation and the Declaration. Until succeeded by directors elected by the Members after the Turnover Date, directors need not be Members; thereafter all directors shall be Members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting, prior to the election of directors. The directors to be elected by the Members shall be elected as hereinafter provided, and each such director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. The eligibility of a director to be elected for more than

one term shall not be abridged.

SECTION 2. Vacancy and Replacement: If, after the Turnover Date, the office of any director becomes vacant by reason of default, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred provided, however in the event the office of any director appointed by the Developer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Developer shall appoint a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 3. Removal. Any Director may be removed from the Board with or without cause, by a majority vote of each Class of Members at duly called meeting for that purpose.

SECTION 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in performance of his or her duties.

SECTION 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V Nomination and Election of Directors

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from, the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

SECTION 2. Election. Notwithstanding anything to the contrary contained herein, election to the Board of Directors shall be by secret written ballot. At such election the Members, or their proxies, may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the association, or by any two Directors, after not less than three (3) days notice to each Director.

SECTION 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

SECTION 4. Action Without A Meeting.

A. By Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

B. By Communication Equipment. Any action required or which may be taken by a meeting of the Board of Directors may be taken by means of a conference telephone or similar communication equipment by means of which all directors participating in the meeting can hear each other at the same time.

ARTICLE VII

Powers and Duties of the Board of Directors

SECTION 1. Powers. The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of any Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use any recreation facilities by a Member during any period in which such Member shall be in default in the payment of any assessment, regular or special, levied by the Association. Such right to use any recreation facilities may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member to of the Board of Directors be vacant in the event such member (3) consecutive regular meetings of the of the Board of shall be absent Board of Directors

E. Employ a manager, management company, an independent contractor and/or

such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

F. Accept such other functions or duties with respect to any Common Areas, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

G. Delegate to and contract with a financial institution for collection of the regular and annual assessments of the Association

SECTION 2. Duties. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting, or at any special meeting when such statement is requested in writing by fifty-one percent (51%) of all Members, notwithstanding the provisions of Article III hereof;

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

C. To fix the amount of the regular assessment against each Lot at least thirty (30) days in advance of each annual assessment period and to send written notice thereof to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the annual budget as provided in the Declaration;

D. To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment;

E. To foreclose the lien against any Lot for which regular or special assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;

F. To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment, regular or special, has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the Directors may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in the Declaration, as the same may be amended from time to time. The policies and limits are to be reviewed at least annually and increased or decreased at the discretion of the majority of the members of the Board of Directors, subject to the provisions set forth in the Declaration;

H. To cause any Common Areas and improvements thereon to be maintained by the Association pursuant to the Declaration.

SECTION 3. Committees. Subject to the provisions of Article IX of the Declaration, the Board shall appoint such standing committees as are required under the Declaration, the Articles of

Incorporation or these By-laws, as well as such other committees as it shall deem necessary or desirable from time to time, which committees shall exist for such period of time, have such authority, and perform such duties as the Board may from time to time, determine in its sole discretion.

ARTICLE XIII Officers and Their Duties

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of the Members.

SECTION 3. Term. The election of officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION 7. Multiple Offices. The office of President and Secretary may not be held by the same person.

SECTION 8. Duties. The duties of the officers are as follows:

A. President: The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, and shall have all of the powers and duties which are usually vested in the office of the President of a corporation.

B. Vice President: The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

C. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; service notice of meetings of the Board of

Directors and of the Members; keep accurate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

D. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall distribute such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the President; keep proper books of account; cause an annual review of the Association books to be made at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at the membership at its regular annual meeting, and deliver a copy of such statement to the Members.

E. Employment: The Board of Directors has the power and authority to employ, dismiss, and contract for the administration and operation of the Association, including but not limited to, managers, maintenance personnel, attorneys, accountants, and others, by employment or contract, as the Board may determine.

ARTICLE IX Committees

SECTION 1. Function. Except where specifically delegated authority to act when the Board is not in session, committees shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Association to which they have been delegated responsibility; provided, however, the Architectural Control Committee shall be delegated powers as provided in the Declaration.

SECTION 2. Types of Committees. There shall be an Architectural Control Committee appointed as provided in the Declaration. The Board, by resolution adopted by a majority of the full Board, may appoint such other standing committees or ad hoc committees as it deems necessary from time to time.

SECTION 3. Committee Powers. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

- A. Fill vacancies on the Board or any committee thereof;
- B. Adopt, amend or repeal the Bylaws;
- C. Amend or repeal any resolution of the Board;
- D. Act on matters committed by Bylaws or resolution of the Board to another committee or the Board.

SECTION 4. Appointment. Except as otherwise provided in the Declaration regarding the Architectural Control Committee, the Board shall appoint committee members from among the directors, members and voting representatives of the Association, and shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members.

SECTION 5. Term. Except as otherwise provided in the Declaration regarding the Architectural Control Committee, the members and officers of each committee shall be initially appointed at any meeting of the Board and, thereafter shall be appointed at the annual meeting of the

Board. Said appointees shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his or her earlier resignation, disqualification, removal from office, death, or until such committee shall terminate, whichever first occurs.

SECTION 6. Removal of Committee Members. Except as otherwise provided in the Declaration regarding the Architect Control Committee, any committee member may be removed from office at any time, with or without cause, by the Board.

SECTION 7. Resignation of Committee Members. Any committee member may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

SECTION 8. Vacancies. Any vacancy occurring in the membership of any committee and any membership thereon to be filled by reason of an increase in the number of members of a committee shall be filled by the Board, except as otherwise provided in the Declaration regarding the Architectural Control Committee.

ARTICLE X Committee Meetings

SECTION 1. Regular Meetings. Regular meetings of each standing committee shall be held, as determined by the chairman of the committee. There shall be no regular meetings of an ad hoc committee unless established by the chairman of said committee.

SECTION 2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

SECTION 3. Place of Meetings. Committee meetings shall be held at the principal office of the Association or at such other place as the chairman of the committee may from time to time designate.

SECTION 4. Notice of Meetings. Written, printed or oral notice stating the place, day and hour of any regular or special meeting of the committee must be given to each committee member not less than three (3) nor more than thirty (30) days before the committee meeting, by or at the direction of the chairman of the committee, or other persons calling the meeting. Notice must be given either personally or by telegram, cablegram or first class mail, and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the committee member at his or her address, as it appears in the records of the Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of any meeting.

SECTION 5. Waiver of Notice. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice to said committee member. Attendance of a committee member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a committee member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a committee need be specified in any written waiver of notice.

SECTION 6. Presumption of Assent. A committee member who is present at a committee meeting at which action on any matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

SECTION 7. Adjourned Meeting. A majority of the committee members present, whether or not a quorum exists, may adjourn any meeting of a committee to another time and place. Notice of any such adjourned meeting shall be given to the committee members who were not present at the time of the adjournment and, unless the time and place of the adjournment meeting are announced at the time of the adjournment, to the other committee members.

SECTION 8. Quorum. A majority of the number of members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

SECTION 9. Voting.

(A) Each committee member present at any meeting of shall be entitled to one (1) vote on each matter a vote of the committee members; provided, however, shall not be permitted.

(B) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required under any provisions of these Bylaws.

SECTION 10. Action without a Meeting.

(A) By Written Consent. Any action required or which may be taken at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(B) By Communication Equipment. Any action required or which may be taken at a committee meeting may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE XI

Accounting Records; Fiscal Management

SECTION 1. The Association shall use a cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member or Institutional Mortgagee must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be limited to, (i) a record of all receipts and expenditures; and (ii) an account for each Lot which shall designate the name and address of the Owner thereof, the amount of regular and special assessments charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

SECTION 2. No Board shall be required to anticipate revenue from regular and special assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed

budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from regular assessments, then such deficits shall be the subject of a special assessment.

SECTION 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by the President and the Treasurer or by such persons as authorized by the Board.

SECTION 4. The holder, insurer or guarantor of a first mortgage upon any Lot subject to the terms and conditions of the Declaration, as amended from time to time, shall be entitled, upon written request therefor, to receive financial statements of the Association for the prior fiscal year without charge.

ARTICLE XII Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or his authorized representative. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be obtained at a reasonable cost at such address.

ARTICLE XIII Assessments

As more fully provided by the Declaration, each Member is obligated to pay to the Association regular and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made and which are a personal obligation of the Member.

ARTICLE XIV Corporate Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile of impressed, affixed, or otherwise reproduced.

ARTICLE XV
Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms of provisions of the Declaration, the Articles of Incorporation or these Bylaws. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Common Areas, same shall also be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

ARTICLE XVI
Remedies for Violation

SECTION 1. Legal Remedies.

(A) In the event of violation of the provisions of the Bylaws, or Declaration, as the same are now or may bring appropriate action to enjoin such violation or to enforce the provisions of said documents or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later or other violations.

(B) In the event such legal action is brought by the Association against an Owner, such Owner shall pay all costs and expenses, including, but not limited to, filing of service of process fees, reasonable attorneys' fees and court costs, incurred by the Association incident to the proceeding and those incurred on appeal, provided the Association prevails in such action. Each Owner, for himself, his heirs, legal representatives, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, it being the intent of all Owners to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from Owners, and to preserve each Owner's right to enjoy his or her Lot free from unreasonable restraint and nuisance.

(C) The costs and expenses authorized in Subsection (B) above shall be assessed against the Owner's Lot as a special assessment collectible in the same manner as any other assessment by the Association.

SECTION 2. Fines and Charges. In the event the Declaration, Articles of Incorporation, these Bylaws or the rules and regulations promulgated by the Association provide for a fine or other financial charge to be assessed against an Owner for violation of any of the provisions of said documents, prior to imposition of any such fine or charge the Owner subject to same shall have the opportunity to address the Board of Directors at a duly called meeting of the Board or of the Membership of the Association to present evidence and testimony as to the reasons the Owner should not be subject to the fine or charge or why such fine or charges excessive or unreasonable. The determination of the Board of Directors as the amount of the fine or charge shall be made within ten (10)

days of the date of the meeting and written notice thereof shall be delivered to the Owner at his or her address as shown on the records of the Association. In the event the fine or charge is not paid on or before the due date set forth in the notice to the Owner, said fine or charge shall become a special assessment against the Owner's Lot and shall be collectible by the Association as provided in the Declaration and these Bylaws.

ARTICLE XVII Miscellaneous

SECTION 1. Fiscal Year. The first fiscal, and annual assessment period of the Association shall be the calendar year, provided, however, the fiscal year of the Association may be changed by the Board of Directors.

SECTION 2. Indemnification. Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association or by reason of his or her serving or having served the Association at its request, whether or not he or she is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursements being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

SECTION 3. Requirements to Amend. These Bylaws may be amended at a regular or special meeting of the Members by a vote of sixty-six percent (66%) of the total number of votes outstanding in each class of membership on the date of such meeting.

SECTION 4. Control of Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVIII

Construction

SECTION 1. Gender. Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, plural, whenever the context so requires.

SECTION 2. Enforceability. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Adopted this 9 day of June, 1988.

BRIDLEWOOD HOMEOWNER'S
ASSOCIATION, INC.

By: _____

Richard A. Puzzeziello,
Director

By: _____

Raymond J. Brusino,
Director

By: _____

Anthony J. Brusino,
Director

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BRIDLEWOOD AT TARPON WOODS

September This Amendment To Declaration is made this 5th day of September, 1990, by PARKWOOD SOUTH GROUP INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer is the owner of that certain property described in Exhibit "A" attached hereto and incorporated herein and hereinafter referred to as "BRIDLEWOOD AT TARPON WOODS"; and

WHEREAS, Developer has previously prepared a Declaration of Covenants, Conditions and Restrictions for BRIDLEWOOD AT TARPON WOODS dated the 14th day of August, 1989, and recorded in O.R. Book 7065, Pages 2200 through 2229 of the Public Records of Pinellas County, Florida and hereinafter referred to as the "Declaration"; and

WHEREAS, the Declaration subjected to its terms the land described therein as BRIDLEWOOD AT TARPON WOODS and did provide in Article XVI thereof that the Declaration may be amended by the consent in writing of the owners of not less than seventy five percent (75%) of the Lots subject to the Declaration.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the undersigned Developer owning more than seventy five percent (75%) of the Lots subject to the Declaration does hereby amend the Declaration as follows:

1. Section 1.D. of Article IX of the Declaration is hereby modified in its entirety with respect to BRIDLEWOOD AT TARPON WOODS as follows:

Section 1.D. - Use Restrictions. All one Story Dwellings shall have a minimum of one thousand seven hundred (1700) square feet of living area, and all two story Dwellings shall have a minimum of two thousand two hundred (2200) square feet of living area with a minimum of one thousand five hundred (1500) square feet on the lower living level. The floor space within the garage, a breezeway, a porch or an unfinished utility room shall not be included within the living area for the purposes of determining compliance with this provision. No Structure shall exceed two and one-half (2½) stories nor thirty five (35) feet in height, and all residential structures shall include a minimum two (2) car garage.

IN WITNESS WHEREOF, this Amendment is executed the day and date first above written.

WITNESSES:

[Signature]
[Signature]

ICES OF
ILKEY, FITE,
R, PRATESI
RD, P.A.
ER, FLORIDA

PARKWOOD SOUTH GROUP, INC., a
Florida Corporation

By: *[Signature]*
Richard A. Puzzitiello,
President

27046105 NSB 09-07-90 16:56:40
01
RECORDING 1 \$15.00

TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00

KARLEEN F. DEBLAKER, CLERK
SPT 7, 1990 5:16PM

STATE OF FLORIDA
COUNTY OF PINELLAS

WITNESS my hand and official seal in the County and State
last aforesaid this 5th day of September, 1990.

[Signature]
Notary Public
My Commission expires:

MICHELE A. SMITH
Notary Public, State of Ohio
My Commission Expires August 21, 1994

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Richard A. Puzzitiello, as President, of PARKWOOD SOUTH GROUP INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and the said instrument is the act and deed of said corporation.:

Exhibit "A"

*** OFFICIAL RECORDS ***
BOOK 7372 PAGE 2232

All the property described in the following plats:

BRIDLEWOOD AT TARPON WOODS-PHASE I as recorded in Plat Book 102, pages 38, 39 and 40, Public Records of Pinellas County, Florida.

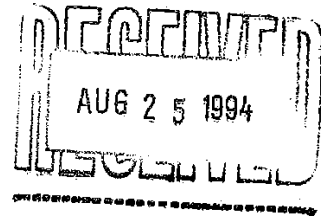
BRIDLEWOOD AT TARPON WOODS-PHASE II as recorded in Plat Book 103, pages 4, 5 and 6, Public Records of Pinellas County, Florida.



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

August 12, 1994



BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC.
MANAGEMENT AND ASSOCIATES
P.O. BOX 1448
PALM HARBOR, FL 34682

SUBJECT: BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC.

DOCUMENT NUMBER: N27069

In compliance with the request on your 1994 Annual Report, the certificate of status for the subject corporation is enclosed.

Should you have any questions regarding this matter, please telephone (904) 487-6056.

Cindy Bryant
Annual Reports Section

Letter No. 194A00037121

State of Florida



Department of State

I certify from the records of this office that BRIDLEWOOD HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 22, 1988.

The document number of this corporation is N27069.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on August 12, 1994, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of August, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State