

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT
ONE, INC.

filed on April 10, 1981.

The Charter Number for this corporation is 757506.



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of April, 1981.

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

QUAIL FOREST CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT ONE, INC.
(A Florida corporation not for profit)

FILED
APR 10 4 01 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be: QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC. (the "Association").

ARTICLE 2 - PURPOSE

The general nature, objects and purposes for which the Association is organized are as follows:

(a) To promote the health, safety and social welfare of the members of the Association in protecting and enhancing the value of the property of the members located in the subdivision known as Quail Forest Cluster Homes Unit One-A, and in any additional subdivisions contiguous to or nearby Quail Forest Cluster Homes Unit One-A according to plat thereof recorded or to be recorded in the current public records of Pinellas County, Florida, (collectively the "Subdivision").

(b) To endeavor to see that ad valorem taxes and assessments levied on said property of the members of the Association are uniform and fair;

(c) To endeavor to see that adequate police and fire protection, garbage and trash removal and other conveniences and utility services are furnished to the property of the members;

(d) To provide for the maintenance, improvement and beautification of access ways, common parcels, and other properties in the Subdivision;

(e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors, in its discretion, determines necessary, appropriate and/or convenient;

(f) To operate without profit for the sole and exclusive benefit of its members, but without pecuniary gain or profit to the members of the Association.

ARTICLE 3 - GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation;

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(c) To delegate power or powers where such is deemed in the interest of the Association;

(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida;

(e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures;

(f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association;

(g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association;

(h) To borrow money and from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property, rights, or privileges of the Association wherever situated;

(i) In general, to have all common law and statutory powers conferred upon corporations not for profit by the laws of the State of Florida that are not in conflict with the terms of these Articles.

ARTICLE 4 - MEMBERS

Every Owner of a Lot in the Subdivision ("Owner") shall be a member of the Association. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of P-1179, LTD., a Florida limited partnership (the "Developer"), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be taken. Each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1983.

ARTICLE 5 - TERM

This Association shall have perpetual existence.

ARTICLE 6 - INITIAL SUBSCRIBERS

The names and addresses of the subscribers hereto are:

Allan R. Rutberg 300 East Lake Woodlands Parkway
Palm Harbor, Florida 33563

Thomas A. Shapiro 300 East Lake Woodlands Parkway
Palm Harbor, Florida 33563

Lance D. Hunter 320 Lisa Lane
Palm Harbor, Florida 33563

ARTICLE 7 - DIRECTORS

The activities and affairs of the Association shall be managed by a Board of Directors who shall be elected by the members at the annual meeting of the members or at such other time as may be specified in the By-Laws. The number of Directors shall be fixed by the By-Laws. The first Board of Directors, who shall serve until the annual meeting of the members to be held in 1982, shall consist of the three original subscribers hereto. All vacancies in the Board of Directors shall be filled by the remaining Directors.

The Board of Directors may by resolution designate an Executive Committee, to consist of one or more of the Directors of the Association, which, to the extent provided in said resolution or in the By-Laws of the Association, shall have and may exercise the powers of the Board of Directors in the management of the affairs of the Association.

The Board of Directors may deal with and expend the income and principal of the Association in such manner as in the judgment of the Board will best promote its purposes.

The By-Laws may confer powers upon the Directors in addition to the foregoing and other powers and authorities expressly conferred upon them by statute.

ARTICLE 8 - OFFICERS

The officers of the Association, who shall manage its affairs under the direction of the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board of Directors from time to time may elect or appoint. The officers shall be elected at the annual meeting of the Board of Directors or at such other time as may be specified in the By-Laws and shall hold office for such period of time as the By-Laws shall provide.

The names, addresses and offices held of the officers who are to serve until the first election or appointment under the Articles of Incorporation are:

Allan R. Rutberg, 300 East Lake Woodlands Parkway,
Palm Harbor, Florida 33563, President;

Thomas A. Shapiro, 300 East Lake Woodlands Parkway,
Palm Harbor, Florida 33563, Secretary-Treasurer;

Lance D. Hunter, 300 East Lake Woodlands Parkway,
Palm Harbor, Florida 33563, Vice-President.

ARTICLE 9 - BY-LAWS

The members, by a vote of a majority of those present at any meeting at which a quorum is present, shall make, alter, amend, or rescind the By-Laws of the Association.

ARTICLE 10 - DISSOLUTION

Upon the dissolution or liquidation of the Association, whether voluntary or involuntary, all of its funds and other assets remaining after payment of all costs and expenses of dissolution or liquidation shall be distributed and paid over entirely and exclusively to organizations which have qualified for exemption under Section 501(c)(3) of the Internal Revenue Code of 1954, or to the federal government, or to a state or local government, for a public purpose. None of the funds or assets and none of the income of the Association shall be paid over, distributed to or inure to the benefit of any member, officer or director of the Association or any other private individual.

ARTICLE 11 - STOCK

The Association shall not have or issue any shares of corporate stock.

ARTICLE 12 - OFFICE

The initial principal office of the Association is to be located at Palm Harbor, Florida, which office may be changed from time to time by action of the Board of Directors.

ARTICLE 13 - AMENDMENTS

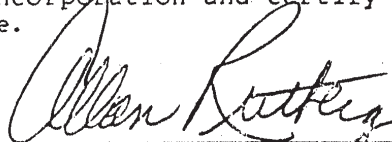
Amendments to the Articles of Incorporation may be proposed and adopted as follows: Every amendment shall first be proposed by a member and shall then be approved by a majority of the members by resolution duly adopted at any meeting thereof at which a quorum is present. A copy of the proposed amendment with thereon a certificate that it has been approved by the members, sealed with the corporate seal, signed by the Secretary, and executed and acknowledged by the President or Vice-President, shall be prepared and filed with the Secretary of State of the State of Florida in the manner required for Articles of Incorporation of corporations not for profit. The Articles of Incorporation shall be amended and the amendment incorporated therein when the amendment has been filed with the Secretary of State, approved by him, and all filing fees have been paid. Subject to the foregoing terms and conditions, the Association reserves the right to alter, amend, change or repeal any provision contained herein.

ARTICLE 14 - CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation, or partnership shall be affected or invalidated by the fact that any director or officer of the Association is pecuniarily or otherwise interested therein. Any director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for

the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested or were not a director, member or officer of such firm, association, corporation, or partnership. It is specifically intended that officers of the Association may also be officers in or have an interest in the corporations with which management or maintenance agreements are or may be entered into with respect to the Subdivision.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 8th day of APRIL, 1981, for the purpose of forming this corporation not for profit under the laws of the State of Florida, and we hereby make, subscribe, acknowledge, and file in the office of the Secretary of State of the State of Florida these Articles of Incorporation and certify that the facts herein stated are true.


Allan R. Rutberg

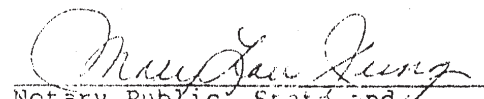

Thomas A. Shapiro


Lance D. Hunter

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, personally appeared Allan R. Rutberg, Thomas A. Shapiro, and Lance D. Hunter, parties to the foregoing Articles of Incorporation, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they made, subscribed and acknowledged the foregoing Articles of Incorporation as their voluntary act and deed, and that the facts set forth therein are true and correct.

WITNESS my hand and official seal this 8th day of April, 1981.


Notary Public, State and
County Aforesaid.
My commission expires
Notary Public, State of Florida at Large
My commission expires May 18, 1983

FILED
APR 10 4 01 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

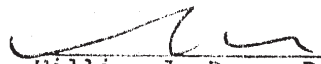
CERTIFICATE DESIGNATING PLACE
BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted in compliance with said Act:

FIRST: That QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSO-
CIATION UNIT ONE, INC., a non-profit corporation, with its
initial registered office, as indicated in the Articles of
Incorporation, at the City of Palm Harbor, County of Pinellas,
State of Florida, has named William J. Deas, located at Suite
606, 1000 Riverside Avenue, Jacksonville, Florida 32204, as
its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the
above stated corporation, at the place designated in this
certificate, I hereby agree to act in this capacity and
further agree to comply with the provisions of Chapter 48.091,
Florida Statutes, relative to keeping open said office.


William J. Deas, Resident Agent

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A

OH KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, P-1179, LTD., a Florida limited partnership, (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of Quail Forest Cluster Homes Unit One-A, according to the plat thereof recorded in Plat Book 83, Page 65-68, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as "the Plat"); and

WHEREAS, Developer is presently developing said property to be known as Quail Forest Cluster Homes Unit One-A, and Developer intends and desires to place certain covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") upon the use of all of the land and improvements shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

NOW; THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for itself and its successors, legal representatives, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the lands and improvements included on the property described in the Plat (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

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ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Developer" shall mean and refer to P-1179, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees, and assigns.

(b) "Plat" shall mean and refer to that certain plat of Quail Forest Cluster Homes Unit One-A, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 83, Pages 65-68, together with any supplements or amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

This instrument was prepared by:
William J. Deas
Howell & Deas, P.A.
P. O. Box 40063
Jacksonville, FL 32203

CLERK OF DISTRICT COURT

JUN 9 3 52 PM '81

EXHIBIT 1

HOLD
AMERICAN TITLE INSURANCE CO.
CLEARWATER OFFICE

HOW OFFICES
WILL & DEAS, P.A.
SUITE 606
FIVEFIVE AVENUE
JACKSONVILLE, FLORIDA 32204

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat. The word "Lot" may, when the context requires, be used interchangeably herein with the word "Unit". There are 79 Lots shown on the Plat and, therefore, 79 Units. The designated parking areas for Lots 6, 7, 25, 26, 64, 65, 66, and 67, are detached from the main portion of the respective Lot, and are indicated on the Plat by the designations 6-A, 7-A, 25-A, 26-A, 64-A, 65-A, 66-A, and 67-A, respectively. These detached parking areas, regardless of their physical separation and distinctive designations, are and shall be deemed to be a part of the respective Lot the same as each and every other Lot shown on the Plat.

(g) "Unit" shall mean and refer to a single family dwelling unit located on a Lot as part of a multi-family building, all as is shown on the Plat. The word "Unit" may, when the context requires, be used interchangeably with the word "Lot".

(h) "Access Ways" shall mean and refer to Parcels "A" and "B" as shown on the Plat. Parcel "B" as shown on the Plat consists of three physically separated parcels which may, nevertheless, and perhaps in conjunction with Parcel "A", be referred to in the singular.

(i) "Common Parcels" shall mean and refer to the 18 Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 1 through 18, inclusive.

(j) "Association" shall mean and refer to Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot.

(l) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Units on the Land.

(m) "Member" shall mean and refer to all members, regardless of class or classification, of the Association.

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-laws.

(o) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(p) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(q) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

(r) "Lake Parcel" shall mean and refer to the two Lake Parcels as shown on the Plat, which are designated as Lake Parcel Numbers 1 and 2 and which are not, however, part of the Land.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements, at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any Lot and no building or other improvement on any Lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

Section 2.02 - Access Ways. The Access Ways are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, infra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-A and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Access Ways. Regardless of the immediately preceding provisions of Section 2.02, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of Developer, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of the Access ways, or of the Common Parcels.

Section 2.04 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.02, 2.03 and 2.04, supra, shall be of no further force or effect thereafter.

Section 2.06 - Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles may be so parked as aforesaid if such automobile exceeds the designated dimensions of the designated parking area.

Section 2.07 - Unit Plates. A plate showing the number of the Unit shall be placed on each Unit and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.

Section 2.08 - Window Airconditioners and Fans. Unless the prior approval of Developer has been obtained, no window airconditioning units, window fans, or exhaust fans shall be installed in any side of a Unit which faces an Access Way, or any property owned by Developer which is adjacent to the Land.

Section 2.09 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction or any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.10 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be

installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size, and design thereof shall have been approved by Developer.

Section 2.11 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in any other Unit.

Section 2.12 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Lot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times.

Section 2.13 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Unit or make any use of the Access Ways or Common Parcels that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or be permitted to stand for any period of time on the Access Ways or Common Parcels, except in accordance with the Regulations.

Section 2.14 - Trees. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Lot. No living tree having a diameter greater than four inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land in such areas shall be made which result in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, deems detrimental to the Land.

Section 2.15 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this section.

Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein.

Section 2.16 - Dedication. Developer shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality or body politic then having jurisdiction over the Land, to dedicate to the public all or any part of the following:

- (a) The Access Ways;
- (b) The Common Parcels;
- (c) Any easements referred to herein, including those shown on the Plat.

Section 2.17 - Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units of the same class or type. All plumbing and heating vents protruding from roofs of Units shall be painted the same color as the roof.

Section 2.18 - Common Parcels. The Common Parcels are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns, and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, supra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-A, and their guests, invitees, and domestic help, and to fire protection services, police and other authorities of the law, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land, and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress, access and usage over, under, through and across the Common Parcels in accordance with the Regulations. Regardless of the immediately preceding provisions of Section 2.18, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.19 - Corporate Ownership. Corporate Owners, other than Developer, shall only permit the use of their Unit by their principal officers or directors or other guests, provided, however, that such corporate Owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall exist only so long as the corporation shall continue to be a member of the Association. Upon demand by the

Association to any corporate Owner to remove any party given permission to use a Unit owned by such corporate Owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate Owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

Section 2.20 - Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

Section 2.21 - Clothes Lines, etc. No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Lot, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door of any Unit. Additionally, no aboveground oil or fuel storage containers, nor any aboveground gas tanks or containers are permitted.

Section 2.22 - Duty to Maintain. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 2.23 - Rights of Others. Each Owner and occupant of a Unit shall use the Access Ways and Common Parcels in such a manner as shall not abridge the equal rights of the other Owners and occupants of Units to the use and enjoyment thereof.

Section 2.24 - Fairness. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners. The provisions of this section shall not apply to any rights reserved by or granted to Developer herein or hereby.

Section 2.25 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.26 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.27 - Personal Property. No articles of personal property of Owners shall be placed on the Lot unless such articles are being used by Owners in accordance with the terms and conditions of the Declaration and the Regulations.

Section 2.28 - Utility Addition. No additional utility, including without limitation, water, sewage, electrical, air-conditioning, and heating systems, lines, ducts, valves, handlers, conduits, pipes, wires, or fixtures shall be added to service any Unit without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld, if such addition complies with all applicable codes, ordinances, requirements, and regulations of governmental authorities or agencies, and causes no damage, impairment, or additional cost to any other Unit.

Section 2.29 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Access Ways or Common Parcels are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration or in the case of the Common Parcels, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.30 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, Access Ways, or Common Parcels, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.31 - Lake Parcels. Certain parcels of property owned by Developer are variously labeled as Lake Parcels and are shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of the use to which the parcels now or hereafter may be put, said parcels are and shall remain privately owned and the sole and exclusive property of Developer (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcels or of any rights or interests therein, and may be used for any purpose or purposes as shall be determined by Developer and its successors, assigns and grantees, if any, of such parcels or of any rights or interests therein. The owners of Lots shall not acquire and shall not have at any time any right to go upon and make any uses of or place any structure or object on said parcels; or any rights, title, interests, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels, except as may be specifically set forth herein. Should the owners of Lots or occupants of Units or any other persons be permitted or allowed any rights to the use of any part of said parcels, either by acquiescence, by the express consent of Developer, or by the provisions set forth herein, all such rights may be terminated and cancelled by Developer at any time without cause or liability of Developer.

Section 2.32 - Usage of Lake Parcels.

(a) Lakes are presently located on portions of the Lake Parcels. Subject to the provisions of Section 2.31, supra, and of this section, and to the control of Developer, the residents of each Lot adjacent to each of said parcels shall have the right to use the lake, but solely at their own

risk. With the prior consent of Developer, but only with such consent, others may use one or more of said lakes, but again, any such use shall be solely at the risk of the user.

(b) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed, or permitted to remain on, in, adjacent to, bordering on, or over any portion of said lakes.

(c) Each Lot owner whose Lot adjoins or abuts said lake, shall keep, or cause to be kept, his Lot and the portion of the adjoining or abutting parcel between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of Developer, the shoreline contour of the lake may not be changed and no Lot may be increased in size by filling in the lake and no Lot may be dug out or dredged so as to cause the water of the lake to protrude into the Lot.

(d) Developer shall have the sole and absolute right, but not the obligation, to control the water level of each and all of the above mentioned lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria, and fungi in or on each and all of said lakes.

(e) No boats, rafts or floating objects of any kind other than small row boats, small sail boats, and canoes, none of which shall be motor-driven, shall be brought or operated on any of said lakes, and no swimming shall be allowed in said lakes.

(f) Except with the prior written consent of Developer, no Lot owner or resident shall have the right to pump or otherwise remove any water from any of said lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from heating or airconditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in any of said lakes.

(g) Developer may, at any time, without cause or liability, terminate all or any part of the uses hereby permitted to be made of all or any parts of said lakes.

Section 2.33 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, shall designate the Association as a co-insured thereunder, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

Section 2.34 - Berms. Any berms which might be constructed by Developer, being an integral part of the Land, shall be kept and maintained in their existing condition and appearance and in no event shall they be removed, reduced, added to, or in any manner altered without the consent of Developer.

Section 2.35 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots, Access Ways, and Common Parcels without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.36 - Reserved Easement. Developer hereby reserves for itself, together with its successors, grantees, legal representatives, mortgagees, and assigns, a non-exclusive easement for pedestrian and utilities ingress, egress and access over, under, through and across all Lots (less the portions of some actually occupied by Units), which easement rights shall not be unreasonably exercised.

ARTICLE III - UTILITIES

Section 3.01 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot only by services or agencies previously approved in writing by Developer. The Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot.

Section 3.02 - Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

Section 3.03 - Wells. No wells may be drilled or maintained on any Lot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

Section 3.04 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each Unit on the Land and the occupants thereof. Each property Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Lot and no sewage disposal service or facility shall be used to serve the Unit or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal, Access Way or Common Parcel. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or airconditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.05 - Easements. Developer, in addition to the rights reserved in Section 2.36, supra, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five-foot strip at the back and front of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.05. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.05, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, legal representatives, mortgagees, successors and assigns.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Access Ways and Common Parcels as well as any portion of a Lot which contains a paved sidewalk originally constructed by Developer to serve more than a single Unit which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.05, supra.

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Access Ways or Common Parcels adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article IX of this Declaration; any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4.03 - Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Access Ways or Common Parcels, except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Access Ways or Common Parcels, except as expressly provided in this Declaration. Any conveyance of the Access Ways or Common Parcels by Developer to the Association shall vest in the Association exclusively any riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Access Ways or Common Parcels, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Access Ways or Common Parcels shall not pass to the owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be a part of the Access Ways or Common Parcels and all rights therein shall inure to the benefit of the Association.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 5.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity, other than an Owner or Developer, may be a member of the Association; and a membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 5.02 - Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1983.

Section 5.03 - Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE VI - RIGHTS AND OBLIGATIONS
OF THE ASSOCIATION

Section 6.01 - The Access Ways And Common Parcels. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to Developer in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Access Ways and Common Parcels and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 6.02 - Exterior Maintenance. In addition to maintenance of the Access Ways and Common Parcels, the Association shall provide exterior maintenance upon each Lot subject to assessment hereunder, as follows: (1) repair, replace, and care for the roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas, walks, fences, and other exterior improvements installed by Developer and the replacements thereof; and (2) paint and repair exterior building surfaces of the Units. The Association's duty of exterior maintenance of Lots shall not include glass surfaces, replacement of exterior doors (but shall include routine periodic maintenance and repainting of such doors), or any trees, shrubs, lawns, or landscaped areas within an enclosed or semi-enclosed yard, patio, or entry area, except that the Association shall maintain any hedge and other landscaping, if any, installed by Developer along the boundary between any Lot, Access Way, Common Parcels, and adjacent property not within the Land and replacements thereof. Should any Owner neglect or fail to maintain any lawn or landscaped area on such Owner's Lot for which the Owner is responsible for maintenance, or neglect to maintain or replace any glass surfaces or exterior doors (as required), then the Association may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be specially assessed against such Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitees or tenants, then the cost of such maintenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

Section 6.03 - Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

X → Section 6.04 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Lot.

Section 6.05 - Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the By-Laws.

Section 6.06 - Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways, and Common Parcels, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6.07 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 6.08 - Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer, and except for personal property related to the maintenance of the Access Ways and Common Parcels, the Association may not authorize capital improvements to the Access Ways or Common Parcels without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Access Ways or Common Parcels, except for replacement or repair of those items installed by Developer and except for personal property related to the maintenance of the Access Ways or Common Parcels shall require the approval of two-thirds of the Owners.

ARTICLE VII - COVENANT FOR ASSESSMENTS

Section 7.01 - Creation of a Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which may consist of a general assessment and a reserve assessment as hereinafter defined; (2) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment,

together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 7.02 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of the Access Ways and Common Parcels, and of the exteriors of the Lots (as herein provided), and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the exterior of each Lot, the Access Ways and the Common Parcels, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association, except a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder. To further effectuate the foregoing purposes, the Association shall levy an annual reserve assessment for the purpose of providing a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder, as such exterior maintenance is defined in Section 6.02, *supra*. The annual general assessment (which includes all costs, except a reserve for exterior Lot maintenance) and annual reserve assessment (which includes only a reserve for exterior Lot maintenance) together shall comprise the "annual assessment" as such term is hereinafter used.

Section 7.03 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$1,800.00 per Lot, consisting of an annual reserve assessment of \$300.00 per Lot and an annual general assessment of \$1,500.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the amounts set forth herein.

(d) The reserve assessment shall be segregated from the general assessment and shall not be used for current operating expenses.

Section 7.04 Special Assessments for Access Ways and Common Parcels Taxes. In the event local real property taxes in any given year are assessed to the Association as Owner of the Access Ways and Common Parcels (which, of course, assumes that the Association has acquired title to such from the Developer, which may or may not occur) in excess of the amount of \$500.00, then the amount of such excess may be specially assessed by the Board, in its discretion, against all Lots in the following manner: The amount of such excess shall be divided by the number of Lots within

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the Land, and the quotient thereof shall be the amount of such special assessment against each Lot. In the discretion of the Board, said special assessment may be payable in a lump sum within thirty (30) days after notice thereof, or the same may be amortized over such number of months as the Board deems advisable. The Board shall determine whether such assessment shall be levied, and the amount thereof, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment shall not be considered an increase in the annual assessment subject to the limitations of Section 7.03, supra.

Section 7.05 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 or Section 7.04 of this Article shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.06 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots within the Land. The requirement of uniformity hereby established shall not prevent assessments against specific Lots pursuant to any express provisions of this Declaration.

Section 7.07 - Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest shall, as long as there is Class "B" membership in the Association, be fixed by the Board annually in an amount not less than twenty five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association as hereinabove provided, the annual assessment against any Lot in which Developer owns any interest shall be twenty five percent (25%) of the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, shall be assessed at the same amount as is hereinabove established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the execution of the rental agreement.

Section 7.08 - Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots within the Land on the first day of June, 1981. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the

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annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 7.09 - Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 7.10 - Effect of Nonpayment of Assessments:
Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.11 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 7.12 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 7.13 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, including, specifically, the lien of the Mortgage which is currently held by Continental Bank and referred to in the Consent and Joinder attached hereto. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish

the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section; and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VIII - ARCHITECTURAL CONTROL

Section 8.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Units in the manner hereinafter provided.

Section 8.02 - Committee Authority. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 8.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved, or made by Developer, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color, and approximate cost of the same shall have been submitted to,

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SUITE 310
VERSIDE AVENUE
LEE, FLORIDA 32204

and approved by, the Committee in writing. The Committee's approval shall not be required of any changes or alterations within an enclosed or semi-enclosed yard, patio, or entry area and screened from view; provided, however, it is expressly intended that any trees or shrubs capable of attaining a height in excess of the walls, fencing, or shrubbery, as the case may be, installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No exterior door or glass surface shall be replaced by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Access Ways or Common Parcels without the Committee's prior approval unless the same is within an enclosed or semi-enclosed yard, patio, or entry area and screened from view. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 8.04 - Procedure. As is set forth in Section 8.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend, and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself, the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 8.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Land; (b) shall protect and conserve the value and desirability of the Land as a residential community; (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 8.06 - Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE IX - PARTY WALLS

Section 9.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.02 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 9.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 9.04 - Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.05 - Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 9.06 - Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE X - REMEDIES

Section 10.01 - Violations. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing, or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XI - ANNEXATION

Section 11.01 - Annexation of Additional Property. Annexation of additional real property shall require the agreement of two-thirds of each class of members of the Association at a meeting duly called for this purpose, written

V OFFICES

L. & DEAS, P.A.

SUITE 406

OVERTON AVENUE

MIAMI, FLORIDA 33134

notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds of the membership are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

ARTICLE XII - MISCELLANEOUS

Section 12.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 12.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 12.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

- (a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;
- (b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;
- (c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

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(d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and

(e) With the consent of the persons then owning seventy-five percent (75%) or more of the Lots to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section.

Section 12.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land.

Section 12.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 12.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 6.01, supra, with reference to the Common Parcels.

Section 12.06 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate the Covenants; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 12.06 shall be construed as cumulative of all other

remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 12.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or Court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: P. O. Box 1675
Palm Harbor, Florida 33563

Section 12.09 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

IN WITNESS WHEREOF, Developer, P-1179, Ltd., a Florida limited partnership, has caused this instrument to be duly executed, all as of the 20TH day of MARCH, 1981.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
As to Allan R. Rutberg

P-1179, LTD., a Florida limited partnership

By *[Signature: Allan R. Rutberg]*
Allan R. Rutberg, as one of the two General Partners

By MUBEN REALTY COMPANY, a New Jersey corporation, as one of the two General Partners.

By *[Signature: Mary Radziewicz]*
As its *[Signature: James Sullivan]*

Attest *[Signature: Patricia Roman]*
As its ASSISTANT SECRETARY

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20TH day of MARCH, 1981, by Allan R. Rutberg, one

of the two General Partners of P-1179, Ltd., a Florida limited partnership, on behalf of the Partnership.

Thomas A. Slattery

Notary Public, State and
County aforesaid

My commission expires: _____

Notary Public, State of Florida at Large
My commission expires Nov. 19, 1981

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this
22nd day of April, 1981, by A. GEORGE NEWMAN
and WALTER A. ROMAN, as Vice President and
ASSISTANT SECRETARY, respectively, of Muben Realty Company, a
New Jersey corporation, and one of the two General Partners
of P-1179, Ltd., a Florida limited partnership, on behalf of
the corporation and of the Partnership.

Maryann DiSimone

Notary Public, State and
County aforesaid

My commission expires: _____

MARYANN DISIMONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 9, 1982

W OFFICES

LL & DEAS, P.A.

SUITE 608

RIVERSIDE AVENUE

VILLE, FLORIDA 32204

JOINDER AND CONSENT OF MORTGAGEE

Continental Bank, the owner and holder of a Mortgage from the Developer encumbering, inter alia, the Land, being that certain Mortgage dated January 7, 1980, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 4967, Page 662,* hereby consents to the imposition by the Developer of the foregoing Declaration of Covenants and Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Continental Bank has caused this Joinder And Consent Of Mortgagee to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 5th day of May, 1981.

Signed, sealed and delivered in the presence of:

James O. Thomson
Sharon Hanner

CONTINENTAL BANK, a Pennsylvania banking corporation

By: [Signature]
As its Vice Pres

Attest: [Signature]
As its Vice Pres

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 5th day of MAY, 1981, by HENRY R. McFadden and DOUGLAS R. PERARD, as Vice Pres and Vice Pres, respectively, of Continental Bank, on behalf of the corporation.

[Signature]
Notary Public, State and County aforesaid
My Commission expires:

HELEN M. KATEIN
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 8, 1984

*and re-recorded on June 23, 1980, in Official Records, Volume 5038, page 851

82017126

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-B

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KNOW ALL MEN BY THESE PRESENTS: THAT O.N. 5305 PAGE 221

WHEREAS, P-1179, Ltd., a Florida limited partnership, (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of Quail Forest Cluster Homes Unit One-B, according to the plat thereof recorded in Plat Book 84, Page 46, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as the "Plat"); and

WHEREAS, Developer is presently developing said property to be known as Quail Forest Cluster Homes Unit One-B, and Developer intends and desires to place certain covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") upon the use of all of the land and improvements shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for itself and its successors, legal representatives, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the lands and improvements included on the property described in the Plat (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

ARTICLE 1 - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Developer" shall mean and refer to P-1179, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees and assigns.

(b) "Plat" shall mean and refer to that certain plat of Quail Forest Cluster Homes Unit One-B, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 84, Page 46, together with any supplements or amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this declaration, together with any supplements or amendments hereto.

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

AMERICAN TITLE INSURANCE CO
CLEARANCE OFFICE

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& DIA. P.A.
DATE 02/11/92
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EXHIBIT

RECORDED
PINELLAS CO. FLORIDA
Kathleen J. Butler
CLERK CIRCUIT COURT
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(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat. The word "Lot" may, when the context requires, be used interchangeably herein with the word "Unit". There are 107 Lots shown on the Plat and, therefore, 107 Units. The designated parking areas for Lots 20, 21, 22, 23, 41, 42, 43, 44, 57, 58, 59, 90, 91, 92 and 93 are detached from the main portion of the respective Lot, and are indicated on the Plat by the designations 25-A, 24-A, 22-A, 23-A, 41-A, 42-A, 43-A, 44-A, 57-A, 58-A, 59-A, 90-A, 91-A, 92-A and 93-A, respectively. These detached parking areas, regardless of their physical separation and distinctive designations, are and shall be deemed to be a part of the respective Lot the same as each and every other Lot shown on the Plat.

(g) "Unit" shall mean and refer to a single family dwelling unit located on a Lot as part of a multifamily building, all as is shown on the Plat. The word "Unit" may, when the context requires, be used interchangeably with the word "Lot".

(h) "Access Ways" shall mean and refer to Parcels "A" and "B" as shown on the Plat. Parcel "B" as shown on the Plat consists of 6 physically separated parcels which may, nevertheless, and perhaps in conjunction with Parcel "A", be referred to in the singular.

(i) "Common Parcels" shall mean and refer to the 25 Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 1 through 25, inclusive.

(j) "Association" shall mean and refer to Quail Forest Cluster Homes Improvement Association, Unit One, Inc., a Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot.

(l) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Units on the Land.

(m) "Member" shall mean and refer to all members, regardless of class or classification, of the Association.

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-laws.

(o) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(p) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

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11 & DEAS, P.A.

SUITE 406

RIVERSIDE AVENUE

VILLAGE GROVE, FLA.

(q) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

(r) "Lake Parcel" shall mean and refer to the Lake Parcel as shown on the Plat.

(s) "Golf Course Parcel" shall mean and refer to the Golf Course Parcel as shown on the Plat, which is not, however, part of the Land.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements, at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any Lot and no building or other improvement on any Lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

Section 2.02 - Access Ways. The Access Ways are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, infra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-B and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Access Ways. Regardless of the immediately preceding provisions of Section 2.02, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of Developer, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the

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VERS DE AVENUE
FALL RIVER MA 01931

obligation, to control and prohibit parking on all or any part of the Access ways, or of the Common Parcels.

Section 2.04 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.02, 2.03 and 2.04, supra, shall be of no further force or effect thereafter.

Section 2.06 - Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles may be so parked as aforesaid if such automobile exceeds the designated dimensions of the designated parking area.

Section 2.07 - Unit Plates. A plate showing the number of the Unit shall be placed on each Unit; and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.

Section 2.08 - Window Airconditioners and Fans. Unless the prior approval of Developer has been obtained, no window airconditioning units, window fans, or exhaust fans shall be installed in any side of a Unit which faces an Access Way, or any property owned by Developer which is adjacent to the Land.

Section 2.09 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

W OFFICE

& DEAS, P.A.

UTE 404

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Section 2.10 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size, and design thereof shall have been approved by Developer.

Section 2.11 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in any other Unit.

Section 2.12 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Lot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times.

Section 2.13 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Unit or make any use of the Access Ways or Common Parcels that will increase the cost of insurance upon the Land above that required when the property is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or be permitted to stand for any period of time on the Access Ways or Common Parcels, except in accordance with the Regulations.

Section 2.14 - Trees. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Lot. No living tree having a diameter greater than four inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the Land in such areas shall be made which result in any permanent change in the flow and drainage of surface water

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which the Board, in its sole discretion, deems detrimental to the Land.

Section 2.15 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein.

Section 2.16 - Dedication. Developer shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality or body politic then having jurisdiction over the Land, to dedicate to the public all or any part of the following:

- (a) The Access Ways;
- (b) The Common Parcels;
- (c) Any easements referred to herein, including those shown on the Plat.

It is specifically understood and agreed that Developer, subsequent to the recordation of the Plat but prior to the recordation hereof, has conveyed to Pinellas County, Florida, at the request of Pinellas County, Florida, and for no consideration, a 50 foot wide strip of land bordering County Road 77 and including, inter alia, a portion of Common Parcel No. 25.

Section 2.17 - Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units of the same class or type. All plumbing and heating vents protruding from roofs of Units shall be painted the same color as the roof.

Section 2.18 - Common Parcels. The Common Parcels are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns, and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, supra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-B, and their guests, invitees, and domestic help, and to fire protection services, police and other authorities of the law, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land, and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress, access and usage over, under, through and across the Common Parcels in accordance with the Regulations. Regardless of the immediately preceding provisions of Section 2.18, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.19 - Corporate Ownership. Corporate Owners, shall only permit the use of their Unit by its principal officers or directors or other guests, provided, however, that such corporate Owner shall sign and deliver to the Association a written statement designating the name of the party

or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall exist only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any corporate Owner to remove any party given permission to use a Unit owned by such corporate Owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate Owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the Owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

Section 2.20 - Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

Section 2.21 - Clothes Lines, etc. No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Lot, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door of any Unit. Additionally, no aboveground oil or fuel storage containers, nor any aboveground gas tanks or containers are permitted.

Section 2.22 - Duty to Maintain. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 2.23 - Rights of Others. Each Owner and occupant of a Unit shall use the Access Ways and Common Parcels in such a manner as shall not abridge the equal rights of the other Owners and occupants of Units to the use and enjoyment thereof.

Section 2.24 - Fairness. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners. The provisions of this section shall not apply to any rights reserved by or granted to Developer herein or hereby.

Section 2.25 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.26 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure

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designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.27 - Personal Property. No articles of personal property of Owners shall be placed on the Lot unless such articles are being used by Owners in accordance with the terms and conditions of the Declaration and the Regulations.

Section 2.28 - Utility Addition. No additional utility, including without limitation, water, sewage, electrical, air-conditioning, and heating systems, lines, ducts, valves, handlers, conduits, pipes, wires, or fixtures shall be added to service any Unit without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld, if such addition complies with all applicable codes, ordinances, requirements, and regulations of governmental authorities or agencies, and causes no damage, impairment, or additional cost to any other Unit.

Section 2.29 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Access Ways or Common Parcels are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration or in the case of the Common Parcels, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.30 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, Access Ways, or Common Parcels, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.31 - Golf Course and Lake Parcels. Certain parcels of property owned by Developer are variously labeled as Golf Course Parcels and Lake Parcels and are shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of the use to which the parcels now or hereafter may be put, said parcels are and shall remain privately owned and the sole and exclusive property of Developer (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcels or of any rights or interests therein, and may be used for any purpose or purposes as shall be determined by Developer and its successors, assigns and grantees, if any, of such parcels or of any rights or interests therein. The owners of Lots shall not acquire and shall not have at any time any right to go upon and make any uses of or place any structure or object on said parcels; or any rights, title, interests, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels, except as may be specifically set forth herein. Should the owners of Lots or occupants of Units or any other persons be permitted or allowed any rights to the use of any part of said parcels, either by acquiescence, by the express consent of Developer, or by the provisions set forth herein, all such rights may be terminated and cancelled by Developer at any time without cause or liability of Developer.

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Section 2.32 - Usage of Lake Parcels

(a) A lake is presently located on a portion of the Lake Parcel. Subject to the provisions of Section 2.31, supra, and of this section, and to the control of Developer, the residents of each Lot adjacent to said parcel shall have the right to use the lake, but solely at their own risk. With the prior consent of Developer, but only with such consent, others may use said lake, but again, any such use shall be solely at the risk of the user.

(b) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed, or permitted to remain on, in, adjacent to, bordering on, or over any portion of said lake.

(c) Each Lot owner whose Lot adjoins or abuts said lake, shall keep, or cause to be kept, his Lot and the portion of the adjoining or abutting parcel between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of Developer, the shoreline contour of the lake may not be changed and no Lot may be increased in size by filling in the lake and no Lot may be dug out or dredged so as to cause the water of the lake to protrude into the Lot.

(d) Developer shall have the sole and absolute right, but not the obligation, to control the water level of said lake, and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria, and fungi in or on said lake.

(e) No boats, rafts or floating objects of any kind other than small row boats, small sail boats, and canoes, none of which shall be motor-driven, shall be brought or operated on said lake, and no swimming shall be allowed in said lake.

(f) Except with the prior written consent of Developer, no Lot owner or resident shall have the right to pump or otherwise remove any water from said lake for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from heating or airconditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in said lake.

(g) Developer may, at any time, without cause or liability, terminate all or any part of the uses hereby permitted to be made of all or any parts of said lake.

Section 2.33 - Golf Course. An easement to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to some of the Lots is hereby reserved to Developer. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damage to the land; the flight of golf balls over and upon such Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

Section 2.34 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and

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properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, shall designate the Association as a co-insured thereunder, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

Section 2.35 - Berms. Any berms which might be constructed by Developer, being an integral part of the Land, shall be kept and maintained in their existing condition and appearance and in no event shall they be removed, reduced, added to, or in any manner altered without the consent of Developer.

Section 2.36 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots, Access Ways, and Common Parcels without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.37 - Reserved Easement. Developer hereby reserves for itself, together with its successors, grantees, legal representatives, mortgagees, and assigns, a non-exclusive easement for pedestrian and utilities ingress, egress and access over, under, through and across all Lots (less the portion of some actually occupied by Units), which easement rights shall not be unreasonably exercised.

ARTICLE III - UTILITIES

Section 3.01 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot only by services or agencies previously approved in writing by Developer. The Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot.

Section 3.02 - Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

Section 3.03 - Wells. No wells may be drilled or maintained on any Lot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

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Section 3.04 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each Unit on the Land and the occupants thereof. Each property Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Lot and no sewage disposal service or facility shall be used to serve the Unit or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, drainage ditch, canal, Access Way or Common Parcel. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or airconditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.05 - Easements. Developer, in addition to the rights reserved in Section 2.37, supra, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat, including, but not limited to, the Florida Power Company easement over the rear portions of, inter alia, Lots 8 through 21 (whether such are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five-foot strip at the back and front of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.05. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.05, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, legal representatives, mortgagees, successors and assigns.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Access Ways and Common Parcels as well as any portion of a Lot which contains a paved sidewalk originally constructed by Developer to serve more than a single Unit which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.05, supra.

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Access Ways or Common Parcels adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article IX of this Declaration; any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwilling

placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and adjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4.03 - Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Access Ways or Common Parcels, except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Access Ways or Common Parcels, except as expressly provided in this Declaration. Any conveyance of the Access Ways or Common Parcels by Developer to the Association shall vest in the Association exclusively any riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Access Ways or Common Parcels, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Access Ways or Common Parcels shall not pass to the owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be a part of the Access Ways or Common Parcels and all rights therein shall inure to the benefit of the Association.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 5.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity, other than an Owner or Developer, may be a member of the Association; and a membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 5.02 - Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting

co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1983.

Section 5.03 - Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.01 - The Access Ways And Common Parcels. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to Developer in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Access Ways and Common Parcels and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 6.02 - Exterior Maintenance. In addition to maintenance of the Access Ways and Common Parcels the Association shall provide exterior maintenance upon each Lot subject to assessment hereunder, as follows: (1) repair, replace, and care for the roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas, walks, fences, and other exterior improvements installed by Developer and the replacements thereof; and (2) paint and repair exterior building surfaces of the Units. The Association's duty of exterior maintenance of Lots shall not include glass surfaces, replacement of exterior doors (but shall include routine periodic maintenance and repainting of such doors), or any trees, shrubs, lawns, or landscaped areas within an enclosed or semi-enclosed yard, patio, or entry area, except that the Association shall maintain any hedge and other landscaping, if any, installed by Developer along the boundary between any Lot, Access Way, Common Parcels, and adjacent property not within the Land and replacements thereof. Should any Owner neglect or fail to maintain any lawn or landscaped area on such Owner's Lot for which the Owner is responsible for maintenance, or neglect to maintain or replace any glass faces or exterior doors, then the Association may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be specially assessed against such Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitees or tenants, then the cost of such maintenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

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Section 6.03 - Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 6.04 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Lot.

Section 6.05 - Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the By-Laws.

Section 6.06 - Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways, and Common Parcels, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6.07 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 6.08 - Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer, and except for personal property related to the maintenance of the Access Ways and Common Parcels, the Association may not authorize capital improvements to the Access Ways or Common Parcels without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Access Ways or Common Parcels, except for replacement or repair of those items installed by Developer and except for personal property related to the maintenance of the Access Ways or Common Parcels shall require the approval of two-thirds of the Owners.

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ARTICLE VII - COVENANT FOR ASSESSMENTS

Section 7.01 - Creation of a Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which may consist of a general assessment and a reserve assessment as hereinafter defined; (2) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 7.02 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of the Access Ways and Common Parcels, and of the exteriors of the Lots (as herein provided), and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the exterior of each Lot, the Access Ways and the Common Parcels, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association, except a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder. To further effectuate the foregoing purposes, the Association shall levy an annual reserve assessment for the purpose of providing a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder, as such exterior maintenance is defined in Section 6.02, supra. The annual general assessment (which includes all costs, except a reserve for future exterior Lot maintenance) and the annual reserve assessment (which includes only a reserve for future exterior Lot maintenance) together shall comprise the "annual assessment" as such term is hereinafter used.

Section 7.03 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$1,800.00 per Lot, consisting of an annual reserve assessment of \$300.00 per Lot and an annual general assessment of \$1,500.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without vote of the membership of the Association.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the amounts set forth herein.

(d) The reserve assessment shall be segregated from the general assessment and shall not be used for current operating expenses.

Section 7.04 Special Assessments for Access Ways and Common Parcels Taxes. In the event local real property taxes in any given year are assessed to the Association as Owner of the Access Ways and Common Parcels (which, of course, assumes that the Association has acquired title to such from the Developer, which may or may not occur) in excess of the amount of \$500.00, then the amount of such excess may be specially assessed by the Board, in its discretion, against all Lots in the following manner: The amount of such excess shall be divided by the number of Lots within the Land, and the quotient thereof shall be the amount of such special assessment against each Lot. In the discretion of the Board, said special assessment may be payable in a lump sum within thirty (30) days after notice thereof, or the same may be amortized over such number of months as the Board deems advisable. The Board shall determine whether such assessment shall be levied, and the amount thereof within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment shall not be considered an increase in the annual assessment subject to the limitations of Section 7.03, supra.

Section 7.05 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 or Section 7.04 of this Article shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.06 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots. The requirement of uniformity hereby established shall not prevent assessments against specific Lots pursuant to any express provisions of this Declaration.

Section 7.07 - Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest shall, as long as there is Class "B" membership in the Association, be fixed by the Board annually in an amount not less than twenty five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association as provided,

supra, the annual assessment against any Lot in which Developer owns any interest shall be twenty five percent (25%) of the amount established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, shall be assessed at the same amount as is established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the execution of the rental agreement.

Section 7.08 - Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1982. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 7.09 - Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 7.10 - Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.11 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof for the

purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 7.12 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 7.13 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, specifically including, but not limited to, the lien of Continental Bank referred to in the Joinder And Consent Of Mortgagee portion of this Declaration. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created herein. and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VIII - ARCHITECTURAL CONTROL

Section 8.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Units in the manner hereinafter provided.

Section 8.02 - Committee Authority. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the

provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 8.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved, or made by Developer, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color, and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. The Committee's approval shall not be required of any changes or alterations within an enclosed or semi-enclosed yard, patio, or entry area and screened from view; provided, however, it is expressly intended that any trees or shrubs capable of attaining a height in excess of the walls, fencing, or shrubbery, as the case may be, installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No exterior door or glass surface shall be replaced by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Access Ways or Common Parcels without the Committee's prior approval unless the same is within an enclosed or semi-enclosed yard, patio, or entry area and screened from view. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 8.04 - Procedure. As is set forth in Section 8.02, *supra*, the Committee may, from time to time, adopt, promulgate, rescind, amend, and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself, the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to

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the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 8.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Land; (b) shall protect and conserve the value and desirability of the Land as a residential community; (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 8.06 - Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE IX - PARTY WALLS

Section 9.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.02 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 9.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 9.04 - Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.05 - Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 9.06 - Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent

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jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE X - REMEDIES

Section 10.01 - Violations. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing, or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XI - ANNEXATION

Section 11.01 - Annexation of Additional Property. Annexation of additional real property shall require the agreement of two-thirds of each class of members of the Association at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds of the membership are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

ARTICLE XII - MISCELLANEOUS

Section 12.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 12.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or sections of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved

by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 12.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

- (a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;
- (b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;
- (c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;
- (d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and
- (e) With the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section.

Section 12.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land.

Section 12.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 12.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed,

modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 6.01, supra, with reference to the Common Parcels.

Section 12.06 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association, or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate the Covenants; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 12.06 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 12.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or Court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: Post Office Box 1675
Palm Harbor, Florida 33563

Section 12.09 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

IN WITNESS WHEREOF, Developer, P-1179, Ltd., a Florida limited partnership, has caused this instrument to be duly executed, all as of the 16th day of December 1981.

Signed, sealed and delivered P-1179, Ltd., a Florida limited partnership in our presence:

By Allan R. Rutberg
Allan R. Rutberg as one of
the three General Partners

As to Allan R. Rutberg

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By MUBEN REALTY COMPANY, a New Jersey corporation, as one of the three General Partners

[Signature]
As to Muben Realty Company

By A. George Newman
As its Vice President

Attest [Signature]
As its ASSISTANT SECRETARY

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of December, 1981, by Allan R. Rutberg, one of the three General Partners of P-1179, Ltd., a Florida limited partnership, on behalf of the Partnership.

[Signature]
Notary Public, State and County aforesaid
My commission expires: March 3, 1985

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 4th day of January, 1982, by A. George Newman and [Signature], as Vice President and ASSISTANT SECRETARY, respectively, of Muben Realty Company, a New Jersey corporation, and one of the three General Partners of P-1179, Ltd., a Florida limited partnership, on behalf of the corporation and of the Partnership.

[Signature]
Notary Public, State and County aforesaid
My commission expires: _____

MARYANN DISAMONTE
NOTARY PUBLIC - NEW JERSEY
My Comm. Exp. September 5, 1984

JOINDER AND CONSENT OF MORTGAGEE

Continental Bank, a Pennsylvania banking corporation, the owner and holder of a Mortgage from the Developer encumbering, inter alia, the Land, being that certain Mortgage dated January 7, 1980, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 4967, Page 662, said Mortgage having been re-executed and rerecorded in Official Records Volume 5038, Page 851 hereby consents to the imposition by the Developer of the foregoing Declaration Of Covenants And Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Continental Bank has caused this Joinder And Consent Of Mortgagee to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 20th day of JANUARY, 1982.

Signed, sealed and delivered in the presence of:

Continental Bank, a Pennsylvania banking corporation

By: [Signature]

As its Vice President

Attest: [Signature]

As its Vice President

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 1982, by DOUGLAS R. BELGER and GEORGE K. HARRISON, as Vice Pres. and Vice Pres., respectively, of Continental Bank, a Pennsylvania banking corporation, on behalf of the corporation.

[Signature]
Notary Public, Commonwealth and County aforesaid

My Commission expires:

HELEN M. KATZ

Notary Public, Phila. Bk. Co.
My Commission Expires Oct. 6, 1984

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Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33602

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A**

WHEREAS, Quail Forest Cluster Homes Unit One-A is a platted subdivision in Pinellas County, appearing in Plat Book 83, Page 65 and is subject to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A as recorded in Official Records Book 5203, Page 705, et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, Article XII, Section 12.03 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A provides that the Developer reserved and had the sole and exclusive right with the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII of the Declaration may not be amended or altered pursuant to said section; and

WHEREAS, Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A provides that the Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer, by any part or sections of the Covenants or under the provisions of the Plat. This section of said Declaration of Covenants and Restrictions further provides that if at any time thereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions thereof, the same shall be vested in and be exercised by a Committee to be elected or appointed by the owners of a majority of the Lots; and

WHEREAS, after diligent search and inquiry, it has been determined that there is no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions of said Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A; and

WHEREAS, a Committee has been elected by the owners of a majority of the Lots pursuant to the terms of Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A; and

WHEREAS, the Committee formed pursuant to Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A has assumed the rights, by powers, easements, privileges, authorities and reservations given to or reserved by the Developer pursuant to Article XII, Section 12.03; and

WHEREAS, those persons owning seventy-five percent (75%) or more of the Lots have consented to amend or alter the Covenants at the annual meeting of the members of the Quail Forest Cluster Homes Improvement Association Unit One, Inc. held March 24, 2004 and reconvened to May 4,

**Certificate of Amendment to the Declaration of Covenants and Restrictions
For Quail Forest Cluster Homes Unit One-A**

2004 in accordance with the Bylaws of said Association. Therefore, we, ROBERT BOYTON, President and MARILYN HERBST, Treasurer of Quail Forest Cluster Homes Improvement Association Unit One, Inc., hereby certify that the following amendment to the Declaration of Covenants and Restrictions was approved:

Section 12.03 of the Declaration of Covenants and Restrictions is amended to read as follows:

Section 12.03 – Developer's Rights. ~~Developer reserves and shall have the sole and exclusive right:~~

~~(a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;~~

~~(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;~~

~~(c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.~~

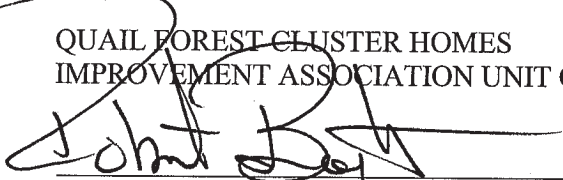
~~(d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and~~

(e) The Association may With upon the consent vote of the person then owning seventy-five percent (75%) or more of the Lots votes cast at a meeting of the Members where a quorum is represented in person or by proxy to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section.

CODING: The full text to the amended is stated. New words to be inserted are double-underlined. Deleted text is stricken through.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 28th day of June, 2004 at Clearwater, Pinellas County, Florida.

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.



ROBERT BOYTON, President



MARILYN HERBST, Treasurer

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33602

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004279832 07/12/2004 at 03:18 PM
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-B**

WHEREAS, Quail Forest Cluster Homes Unit One-B is a platted subdivision in Pinellas County, appearing in Plat Book 83, Page 65 and is subject to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B as recorded in Official Records Book 5305, Page 221, et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, Article XII, Section 12.03 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B provides that the Developer reserved and had the sole and exclusive right with the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII of the Declaration may not be amended or altered pursuant to said section; and

WHEREAS, Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B provides that the Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer, by any part or sections of the Covenants or under the provisions of the Plat. This section of said Declaration of Covenants and Restrictions further provides that if at any time thereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions thereof, the same shall be vested in and be exercised by a Committee to be elected or appointed by the owners of a majority of the Lots; and

WHEREAS, after diligent search and inquiry, it has been determined that there is no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions of said Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B; and

WHEREAS, a Committee has been elected by the owners of a majority of the Lots pursuant to the terms of Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B; and

WHEREAS, the Committee formed pursuant to Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B has assumed the rights, by powers, easements, privileges, authorities and reservations given to or reserved by the Developer pursuant to Article XII, Section 12.03; and

WHEREAS, those persons owning seventy-five percent (75%) or more of the Lots have consented to amend or alter the Covenants at the annual meeting of the members of the Quail Forest Cluster Homes Improvement Association Unit One, Inc. held March 24, 2004 and reconvened to May 4,

**Certificate of Amendment to the Declaration of Covenants and Restrictions
For Quail Forest Cluster Homes Unit One-B**

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this 28th day of June, 2004 before me personally appeared ROBERT BOYTON, as President and MARILYN HERBST, Treasurer of Quail Forest Cluster Homes Improvement Association Unit One, Inc., and after being duly sworn, under oath, severally acknowledged, executing the same and under the authority duly vested in them by said corporation and that the Seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the county and state last aforesaid, this 28th day of June, 2004.

(SEAL)

Anita A. Laudato
NOTARY PUBLIC, State of Florida
My Commission Expires: 6-20-05

317846.5



Anita A. Laudato
Commission # DD 023357
Expires June 20, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Return to:

Brian P. Buxton
Qualified Property Management, Inc.
1301 Seminole Blvd. Ste. 110
Largo, Florida 33770

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2013186809 06/07/2013 at 04:17 PM
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENTS AND
RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants
And Restrictions for Quail Forest Cluster Homes Unit One-A, as appearing in Plat Book 83,
Page 65 and as described in Official Records Book 5203, Page 705, et seq. of the Public
Records of Pinellas County, Florida was duly adopted in accordance with the governing
documents.

IN WITNESS WHEREOF, we have affixed our hands this 6th day of June, 2013, at
Clearwater, Pinellas County, Florida.

By: [Signature]
Donald Brown, President

Attest: [Signature]
Lorrie Krieger, Secretary
NANCY E. WATHEN, as Acting Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The forgoing instrument was acknowledged before me this 6th day of June, 2013, by
Donald Brown as President and Lorrie Krieger as Secretary of Quail Forest Cluster Homes
Unit One-A, on behalf of the Home Owners Association, who [X] is/are personally known to
me or [] has/have produced a driver's license as identification.

[Signature]
Notary Public -- State of Florida
Printed Name: Dena Lee Kennedy
Commission Expires: 8/25/2015
(Seal)



**PROPOSED AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
QUAIL FOREST CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT ONE, INC.**

I. Article II, Section 2.37 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A, is created to read as follows:

Section 2.37 – Restriction Upon Leasing. No Lot or Unit may be rented or leased during the first one year of ownership of that Lot or Unit by the Owner. For purposes of this section, a Lot or Unit is deemed to be rented or leased when it is occupied for residential purposes by a person other than the Owner who is not then residing with the Owner, while the Owner resides elsewhere.

CODING: Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.

Prepared by and return to:

Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33602
(813) 204-6492
(813) 223-9620 fax

Recorded Electronically	
ID	2015087623
County	PINELLAS
Date	3-31-15
Time	10:52pm
Simplifile.com 800.460.5657	

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Page 521

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**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
QUAIL FOREST CLUSTER HOMES, UNIT ONE-B**

WHEREAS, Quail Forest Cluster Homes Unit One-B is a platted subdivision in Pinellas County, appearing in Plat Book 83, Page 65 of the Public Records of Pinellas County, Florida, and is subject to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A as recorded in Official Records Book 5305, Page 221, et seq. of the Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, Article XII, Section 12.03, subsection (e) of the Declaration provides that Quail Forest Cluster Homes Improvement Association Unit One, Inc. may, upon the affirmative vote of seventy-five percent (75%) or more of the votes cast at a meeting of the Members where a quorum is represented in person or by proxy, amend or alter the Declaration and any parts thereof in any other respects.

NOW, THEREFORE, we, NANCY WATHEN, as President, and MARILYN HERBST, as Secretary, of Quail Forest Cluster Homes Improvement Association Unit One, Inc., do hereby certify that in accordance with Article XII, Section 12.03 of the Declaration, the following amendments to Article II, Sections 2.06 and 2.38 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B was approved at the annual membership meeting held on March 18, 2015, upon the affirmative vote of seventy-five percent (75%) or more of the votes cast in person or by proxy at which a quorum was represented:

II. Article II, Section 2.06 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B is hereby created to read as follows:

Section 2.06 – Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may

be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles may be so parked as aforesaid if such automobile exceeds the designated dimensions of the designated parking area. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment, after notice has been provided to the owner of the vehicle as set forth below. This notice shall be placed in a conspicuous position on the vehicle and shall specify the time and date of the notice, the nature of the violation and a warning that if the vehicle is not removed from its current location within twenty-four (24) hours from the time and date of the notice, the Association or its agent shall tow the vehicle. If a vehicle is parked in a fire lane, blocking another vehicle, or otherwise creates a hazardous condition, as determined by the Board of Directors in its sole discretion, no notice shall be required and the Association or its agent may tow a vehicle immediately. Neither the Association nor its agent shall be responsible to any vehicle unit owner for the failure of said vehicle unit owner to observe the notice prior to the expiration of the twenty-four (24) hour period. The following is a non-exclusive list of violations which may justify the removal of a vehicle from the neighborhood by way of towing: (1) an unregistered vehicle with the State or the Association; (2) a disabled vehicle (meaning any vehicle that cannot operate on its own power, has a flat tire, broken window, substantial body damage, expired state registration, no visible tag or is otherwise not fit to be lawfully driven on the roadways of the State of Florida); (3) a vehicle blocking another unit owner's safe ingress and egress from his or her Lot, sidewalk, walkway, entrance or exit; or (4) a vehicle parked on any landscaped area within the Land. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

II. Article II, Section 2.38 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B is hereby created to read as follows:

Section 2.38 – Restriction Upon Ownership. No person, family member of that person, or any other person related by blood, adoption or marriage to an Owner shall own more than ten percent (10%) of the total number of Lots. No non-natural person, such as a corporation, limited partnership or trust may own more than ten percent (10%) of the total number of Lots and no person may have an interest in more than ten percent (10%) of the total number of Lots titled in a non-natural person, such as a corporation, limited partnership or trust. No Owner or any other person related by blood, adoption or marriage to an Owner who owns ten percent (10%) or more of the total number of Lots, as of the date of the recording of this amendment, may acquire title to an additional Lot for as long as he or she or any person related by blood, adoption or marriage to that Owner who owns ten percent (10%) or more of the total number of Lots. Any non-natural person, such as a corporation, limited

partnership or trusts or any person with an interest in any non-natural person that owns ten percent (10%) or more of the total number of Lots may not acquire title to an additional Lot for as long as the non-natural person or person having an interest in a non-natural person owns ten percent (10%) or more of the total number of Lots. This Section 2.38 shall not apply to any Institutional Mortgagee acquiring title to a Lot as a result of a foreclosure or a deed in lieu of foreclosure.

CODING: Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.

[OFFICERS' SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in
the presence of:

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT
ONE, INC.

Print name: NANCY WATHEN

By: Nancy Wathen, Pres.
Nancy Wathen, as President 3/24/15

Print name: MARILYN HERBST

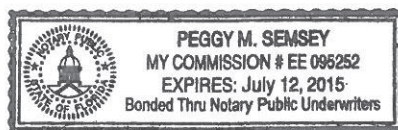
ATTEST:
By: Marilyn Herbst Sec
Marilyn Herbst, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 24th day of March, 2015, by Nancy Wathen and Marilyn Herbst, as President and Secretary, respectively, of Quail Forest Cluster Homes Improvement Association Unit One, Inc., who are personally known to me or have produced N/A as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Article II, Sections 2.06 and 2.38 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 24th day of March, 2015,

Peggy M. Semsey
NOTARY PUBLIC, State of Florida
My Commission Expires:



Prepared by and returned to:

Becker & Poliakoff, P.A.
Steven H. Mezer, Esquire
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33614

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR QUAIL FOREST CLUSTER
HOMES UNIT ONE-A**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A (the "Amendment"), is made this 26th day of March, 2020 by QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC., a Florida corporation not for profit (the "Association").

RECITALS

WHEREAS, certain Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A (the "Declaration"), recorded in Official Records Book 5203, Page 705, *et seq.*, of the Public Records of Pinellas County, Florida; and

WHEREAS, Article XII, Section 12.03, subsection (e) of the Declaration provides that Quail Forest Cluster Homes Improvement Association Unit One, Inc., may, upon the vote of seventy-five percent (75%) or more of the votes cast at a meeting of the Members where a quorum is represented in person or by proxy, amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section; and

NOW THEREFORE, Alex Dalessandro, President and , Eleanor Cicerchi as Secretary of Quail Forest Cluster Homes Unit One, Inc., do hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A have been approved at the annual meeting of the members held on March 17, 2020 where a quorum was represented in person or by proxy by the affirmative vote of seventy-five (75%) of the votes cast:

General Provisions. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the definitions for such terms as provided in the Declaration.

(Where applicable, the following "~~strike through~~" text will be deleted and the following new text will be added "underscoring").

Amendment No. 1: Article 2, Section 2.33 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A is amended to read as follows:

Section 2.33 – Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, shall designate the Association as a ~~co-insured~~ co-interest thereunder, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said

(CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A)

coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his unit in accordance with the provisions hereof, or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

IN WITNESS WHEREOF, Association has executed this Amendment on behalf of the Association this 26th day of March, 2020.

WITNESSES:

(TWO)

[Signature]
Signature
THOMAS K. LANG
Printed Name

[Signature]
Signature
THOMAS K. LANG
Printed Name

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.

BY: [Signature]
Alex Dalessandro, President

Date: 3-26-20

ATTEST: [Signature]
Eleanor Cicerchi, Secretary

Date: 3/26/20

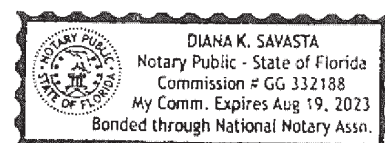
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 26 day of MARCH 2020, by Alex Dalessandro and Eleanor Cicerchi, as President and Secretary, respectively, of Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida Corporation, on behalf of the corporation, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26 day of MARCH, 2020.

[Signature]
Notary Public, State of Florida
My Commission Expires:



BY-LAWS
OF
QUAIL FOREST CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT ONE, INC.

ARTICLE 1 - PRINCIPAL OFFICE

The principal office of Quail Forest Cluster Homes Improvement Association Unit One, Inc. (the "Association"), shall be located in Pinellas County, Florida. The Association may have such additional offices as the Board of Directors may from time to time determine. The Association shall have and continuously maintain at the above office an agent whose office shall be identical with such registered office.

ARTICLE 2 - MEMBERS

Section 1 - Classes. There shall be two classes of members in the Association, one class of which shall be known as A members, and the other of which shall be known as B members, and the qualification of such members, the manner of their admission, and the voting rights of such members shall be as specified in the Articles of Incorporation.

Section 2 - Annual Meeting. The annual meeting of the members shall be held during the month of March in each year at such time and date as may be determined by the Board of Directors. All meetings of the members shall be held at the office of the Association in the County of Pinellas, Florida, or at such other place as may from time to time be determined by the Board of Directors and specified in the notice of such meeting.

Section 3 - Quorum. A majority of the members present, in person or by proxy, shall be requisite at all meetings to constitute a quorum for the election of directors or the transaction of other business.

Section 4 - Term of Directors. At the annual meeting of members, commencing with the annual meeting to be held in the year 1982, the members shall elect by ballot the Board of Directors to serve for one year and until their successors shall be chosen and qualified.

Section 5 - Notice of Meetings. Notice of the annual meeting of the members shall be mailed or delivered by the Secretary or Assistant Secretary to each member at least five (5) days prior to the meeting.

Section 6 - Special Meetings. Special meetings of the members may be called by the President or by a majority of the Board of Directors.

Section 7 - Notice of Special Meetings. Notice of each special meeting of the members, stating in substance the business proposed to be transacted, shall be mailed or delivered by the Secretary or Assistant Secretary to each member at least three (3) days prior to the meeting.

Section 8 - Proxies. At any meeting of members, a member may vote by proxy executed in writing by the member or by a duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Quorum is
30%
PER
F.S. 617

OFFICE
11000 134th Ave.
P.O. Box 100
PINE HILLS AVENUE
PINE HILLS, FLORIDA 33424

Section 9 - Voting by Mail. Where Directors or Officers are to be elected by members such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 10 - Order of Business. The order of business at annual members' meetings and, as far as practical, at any other members' meeting, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

Section 11 - Rights of Members. The members shall not have any vested right, interest or privilege of, in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue if membership ceases.

ARTICLE 3 - BOARD OF DIRECTORS

Section 1 - Term of Office. The property, affairs, and activities of the Association shall be managed and controlled by the Board of Directors, which shall consist of not less than three nor more than nine Directors, the exact number to be determined at the time of election, which Directors shall hold office for one year and until their successors are duly chosen and qualified. All vacancies in the Board of Directors shall be filled by the remaining Directors. Directors need not be members of the Association. *Amended*

Section 2 - Annual Meeting. The annual meeting of the Board of Directors shall be held in each year immediately after the annual meeting of the members. No notice of the annual meeting of the Board of Directors need be given.

Section 3 - Place of Meeting. Regular meetings of the Board of Directors may be held at such time and place as may from time to time be determined by resolution of the Board and if so determined by such resolution, may be held without further notice at such time and place.

Section 4 - Special Meetings. Special meetings of the Board may be called by the President on not less than twenty-four (24) hours' notice to each Director and special meetings in like manner shall be called upon the request in writing of a majority of the Directors.

Section 5 - Quorum. The presence of a majority of the members of the Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business. The action of a majority of those present shall be deemed to be and shall constitute the action of the Board.

Section 6 - Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE 4 - OFFICERS OF THE ASSOCIATION

Section 1. Slate Of Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may from time to time elect or appoint. All officers elected or appointed by the Board shall hold their respective offices only at and during the pleasure of the Board of Directors.

Section 2. Combining Offices. Any person may hold two or more offices, except that the President shall not be also the Secretary or Assistant Secretary; but in no case shall one person execute or sign a single instrument of any kind in more than one capacity. Officers need not be members of the Board of Directors.

Section 3 - President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and Directors, shall have active and general management of the affairs of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall be ex officio a member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

Section 4 - Vice-President. The Vice-President, if and when elected, shall perform such duties as may be assigned by the Board of Directors or by the President.

Section 5 - Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and the minutes of the meetings of the members; he shall attend to the giving and serving of all notices of the Association; he shall have charge of such books and papers as the Board may direct; and shall perform all the duties incidental to this office.

Section 6 - Treasurer. The Treasurer shall have the care and custody of all of the funds and securities of the Association and shall deposit the same in the name of the Association in such banks or depositaries as the Board of Directors may from time to time select.

Section 7 - Other Officers. The other officers of the Association shall perform such duties as may be assigned by the Board of Directors or by the President.

ARTICLE 5 - COMMITTEES

Section 1 - Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

W. OFFICE

ELI A. DEAS, PA.

SUITE 600

2000 W. 10TH AVENUE

LYNN, MINN. 55324

Section 2 - Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association and the President of the Association shall appoint the members thereof.

Section 3 - Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4 - Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5 - Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6 - Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7 - Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with any rules adopted by the Board of Directors.

ARTICLE 6 - CONTRACTS; CHECKS; DEPOSITS AND FUNDS

Section 1 - Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2 - Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice-President of the Association.

Section 3 - Deposits. All funds of the Association shall be deposited or invested from time to time to the credit of the Association in such banks, trust companies or other depositories or in such other forms of investments as the Board of Directors may select.

Section 4 - Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

OFFICES

11 & DEAS, P.A.

SUITE 600

WEAS-DE AVENUE

MILF, FLORIDA 32204

ARTICLE 7 - ACCOUNTING PERIOD AND ANNUAL REPORTS

The accounting period of the Association shall be the calendar year. The Board of Directors, as soon as practicable after the end of each calendar year, shall submit to the members a report showing the financial condition of the Association and an accounting of the financial transactions of the Association during such year.

ARTICLE 8 - NOTICE AND WAIVER OF NOTICE

Section 1 - Manner of Notice. Whenever, under the provisions of any statute or the Articles of Incorporation or any of these By-Laws, notice is required to be given to any Director, officer or member, it shall not be construed to require personal notice, but such notices may be given in writing, either personally or by depositing the same in a post office or letter box in a postpaid, sealed wrapper, or by delivering the same to a telegraph company for transmission by wire, the cost thereof being prepaid, in either case addressed to such Director, officer or member at his address as the same appears in the records of the Association; and the time when the same shall be so mailed or delivered to the telegraph company shall be deemed to be the time of the giving of such notice.

Section 2 - Waiver. Any member or Director may waive in writing or by telegraph any notice required to be given under any provision of any statute, or of the Articles of Incorporation, or of these By-Laws, either before, at or after the meeting or other event of which notice is so provided; and all members or Directors present at any meeting shall be deemed to have waived any and all notice thereof.

Section 3 - Conflicts. In the event of any conflicts between the provisions and requirements hereof or the provisions and requirements imposed by the Declaration of Covenants And Restrictions for Quail Forest Cluster Homes Unit One-A, or for any other Quail Forest Cluster Home Units, said Declaration shall control and prevail.

ARTICLE 9 - REIMBURSEMENT AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify and hold harmless each person who shall serve at any time as a Director or officer of the Association from and against any and all claims and liabilities to which such person shall or may become subject by reason of his having heretofore or hereafter been a Director or officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, except that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability which shall be finally adjudged to have arisen out of his own gross or willful negligence or misconduct. The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he lawfully may be entitled nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case even though not specifically provided for herein. The Association, its Directors, officers, employees, and agents, shall be fully protected in taking any action or making any payment under this Article, or in refusing so to do, in reliance upon the advice of counsel.

ARTICLE 10 - MAINTENANCE ASSESSMENTS

The Board of Directors of the Association shall have the right and power to subject, and shall subject each Lot located in the subdivision known as Quail Forest Cluster Homes Unit One-A, according to the plat thereof recorded or to be recorded in the current public records of Pinellas County, Florida, to an annual maintenance assessment as provided in the covenants and restrictions applicable to said Quail Forest Cluster Homes Unit One-A. The Board of Directors of the Association shall also have the right and power to subject, and shall subject to such annual maintenance assessments, each Lot located in additional subdivisions of lands contiguous to or nearby Quail Forest Cluster Homes Unit One-A, hereafter designated by the Developer of Quail Forest Cluster Homes Unit One-A, if and to the extent such Developer by appropriate recorded covenants and restrictions or other recorded instrument shall so provide and authorize.

ARTICLE 11 - SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporation Not For Profit - Seal - 1981 - Florida".

ARTICLE 12 - AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members present and voting at a regular annual meeting, or a special meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of such meeting of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting, except that no such action shall adversely affect the rights of third parties already vested by reason of prior authorized corporate action.

The foregoing were adopted by the By-Laws of Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida nonprofit corporation, at the first meeting of the board of directors on April 17, 1981.

SUBMITTED:

/s/Thomas A. Shapiro
Secretary

APPROVED:

/s/ Allan R. Rutberg
President

LAW OFFICES
JILL & DEAN PA
SOUTH
EVERETT, FLORIDA 32104

QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC.

**NOTICE OF AMENDMENTS
TO THE BY-LAWS**

TO: MEMBERS
QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.

FROM: BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN that amendments to the By-Laws were adopted at the annual meeting of members on March 18, 1998, and recorded with the Clerk of the Circuit Court of Pinellas County, Florida, in O.R. Book 10065, Page 2589, et seq., on April 20, 1998. The amendments became effective upon recording and a copy of the recorded amendments accompanies this notice of their adoption.

DATED this 28th day of April, 1998.

QUAIL FOREST CLUSTER HOMES IMPROVE-
MENT ASSOCIATION UNIT ONE, INC.

Enclosure

INST # 98-120503
APR 20, 1998 6:03PM

PINELLAS COUNTY FLA.
OFF.REC.BK 10065 PG 2589

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.**

179 760
REC 10.50
DS _____
NT _____
PRES _____
MTF _____
P/C _____
REV _____
TOTAL 10.50
JB

We, Robert Boyton, as President and William Smith, as Secretary of Quail Forest Cluster Homes Improvement Association Unit One, Inc., do hereby certify that by the affirmative vote of at least two-third (2/3) of the members present and voting at the Annual Meeting of the Membership of Quail Forest Cluster Homes Improvement Association Unit One, Inc., on March 18, 1998, held in accordance with the By-Laws of this Association, the following amendments to the By-Laws were duly enacted:

ARTICLE 3, SECTION 1 OF THE BY-LAWS OF QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC. IS AMENDED TO READ AS FOLLOWS:

Section 1 - Term of Office. The property, affairs, and activities of the Association shall be managed and controlled by the Board of Directors, which shall consist of not less than three nor more than nine Directors, the exact number to be determined at the time of by the Board of Directors not less than sixty days in advance of the election, which Directors shall hold office for one a term of three years and or until their successors are duly chosen and qualified. At the next election of Directors following the approval and recording of this Amendment upon the public records of Pinellas County, Florida, the three Directors obtaining the most votes shall be elected for three year terms, the one Director who is elected and receives the least number of votes shall serve a one year term with all other elected Directors serving two year terms. In the event that seven or less candidates qualify for the next election, balloting shall occur for the purpose of determining the term of office. Thereafter all Directors shall be elected for a three year term. All vacancies in the Board of Directors shall be filled by the remaining Directors. Directors need not must be members of the Association.

ARTICLE 2, SECTION 4 OF THE BY-LAWS OF QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC. IS DELETED AS FOLLOWS:

~~Section 4 - Term of Directors.~~ At the annual meeting of members, commencing with the annual meeting to be held in the year 1982, the members shall elect by ballot the Board of Directors to serve for one year and until their successors shall be chosen and qualified.

CODING: The full text to be amended is stated: New words to be inserted are double underlined, words to be deleted are lined through with hyphens.

PREPARED BY & RETURN TO: ✓
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 33756

PLATS PERTAINING HERETO ARE
RECORDED IN PLAT BOOK 83, PAGES
65-68, AND THE DECLARATION IS
RECORDED IN O.R. BOOK 5203,
PAGE 705, ET SEQ.

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION
UNIT ONE, INC.

By: *Robert Boyton*
Robert Boyton, President

ATTEST:

William L. Smith
William Smith, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 7th day of April, 1998 by Robert Boyton and William Smith, President and Secretary, respectively, of QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC., who are personally known to me or who have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the By-Laws of Quail Forest Cluster Homes Improvement Association Unit One, Inc., and severally 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.

Anita A. Laudato (SEAL)

Notary Public, State of Florida at Large

ANITA A. LAUDATO

Print or Type Notary Signature

CC 640 494

Commission Number

My Commission Expires: JUNE 20, 2001



ANITA A. LAUDATO
COMMISSION # CC 640494
EXPIRES JUN 20, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

3C105003 MAK 04-20-1998 18:00:57
11 3010 - 00000760
AGR-QUAIL FOREST
RECORDING 1 \$10.50
TOTAL: \$10.50
CHARGE AMOUNT: \$10.50

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT
ONE, INC.

filed on April 10, 1981.

The Charter Number for this corporation is 757506.



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of April, 1981.

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

QUAIL FOREST CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT ONE, INC.
(A Florida corporation not for profit)

FILED
APR 10 4 01 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be: QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC. (the "Association").

ARTICLE 2 - PURPOSE

The general nature, objects and purposes for which the Association is organized are as follows:

(a) To promote the health, safety and social welfare of the members of the Association in protecting and enhancing the value of the property of the members located in the subdivision known as Quail Forest Cluster Homes Unit One-A, and in any additional subdivisions contiguous to or nearby Quail Forest Cluster Homes Unit One-A according to plat thereof recorded or to be recorded in the current public records of Pinellas County, Florida, (collectively the "Subdivision").

(b) To endeavor to see that ad valorem taxes and assessments levied on said property of the members of the Association are uniform and fair;

(c) To endeavor to see that adequate police and fire protection, garbage and trash removal and other conveniences and utility services are furnished to the property of the members;

(d) To provide for the maintenance, improvement and beautification of access ways, common parcels, and other properties in the Subdivision;

(e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors, in its discretion, determines necessary, appropriate and/or convenient;

(f) To operate without profit for the sole and exclusive benefit of its members, but without pecuniary gain or profit to the members of the Association.

ARTICLE 3 - GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation;

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(c) To delegate power or powers where such is deemed in the interest of the Association;

(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida;

(e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures;

(f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association;

(g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association;

(h) To borrow money and from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property, rights, or privileges of the Association wherever situated;

(i) In general, to have all common law and statutory powers conferred upon corporations not for profit by the laws of the State of Florida that are not in conflict with the terms of these Articles.

ARTICLE 4 - MEMBERS

Every Owner of a Lot in the Subdivision ("Owner") shall be a member of the Association. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of P-1179, LTD., a Florida limited partnership (the "Developer"), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be taken. Each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1983.

ARTICLE 5 - TERM

This Association shall have perpetual existence.

ARTICLE 6 - INITIAL SUBSCRIBERS

The names and addresses of the subscribers hereto are:

Allan R. Rutberg 300 East Lake Woodlands Parkway
Palm Harbor, Florida 33563

Thomas A. Shapiro 300 East Lake Woodlands Parkway
Palm Harbor, Florida 33563

Lance D. Hunter 320 Lisa Lane
Palm Harbor, Florida 33563

ARTICLE 7 - DIRECTORS

The activities and affairs of the Association shall be managed by a Board of Directors who shall be elected by the members at the annual meeting of the members or at such other time as may be specified in the By-Laws. The number of Directors shall be fixed by the By-Laws. The first Board of Directors, who shall serve until the annual meeting of the members to be held in 1982, shall consist of the three original subscribers hereto. All vacancies in the Board of Directors shall be filled by the remaining Directors.

The Board of Directors may by resolution designate an Executive Committee, to consist of one or more of the Directors of the Association, which, to the extent provided in said resolution or in the By-Laws of the Association, shall have and may exercise the powers of the Board of Directors in the management of the affairs of the Association.

The Board of Directors may deal with and expend the income and principal of the Association in such manner as in the judgment of the Board will best promote its purposes.

The By-Laws may confer powers upon the Directors in addition to the foregoing and other powers and authorities expressly conferred upon them by statute.

ARTICLE 8 - OFFICERS

The officers of the Association, who shall manage its affairs under the direction of the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board of Directors from time to time may elect or appoint. The officers shall be elected at the annual meeting of the Board of Directors or at such other time as may be specified in the By-Laws and shall hold office for such period of time as the By-Laws shall provide.

The names, addresses and offices held of the officers who are to serve until the first election or appointment under the Articles of Incorporation are:

Allan R. Rutberg, 300 East Lake Woodlands Parkway,
Palm Harbor, Florida 33563, President;

Thomas A. Shapiro, 300 East Lake Woodlands Parkway,
Palm Harbor, Florida 33563, Secretary-Treasurer;

Lance D. Hunter, 300 East Lake Woodlands Parkway,
Palm Harbor, Florida 33563, Vice-President.

ARTICLE 9 - BY-LAWS

The members, by a vote of a majority of those present at any meeting at which a quorum is present, shall make, alter, amend, or rescind the By-Laws of the Association.

ARTICLE 10 - DISSOLUTION

Upon the dissolution or liquidation of the Association, whether voluntary or involuntary, all of its funds and other assets remaining after payment of all costs and expenses of dissolution or liquidation shall be distributed and paid over entirely and exclusively to organizations which have qualified for exemption under Section 501(c)(3) of the Internal Revenue Code of 1954, or to the federal government, or to a state or local government, for a public purpose. None of the funds or assets and none of the income of the Association shall be paid over, distributed to or inure to the benefit of any member, officer or director of the Association or any other private individual.

ARTICLE 11 - STOCK

The Association shall not have or issue any shares of corporate stock.

ARTICLE 12 - OFFICE

The initial principal office of the Association is to be located at Palm Harbor, Florida, which office may be changed from time to time by action of the Board of Directors.

ARTICLE 13 - AMENDMENTS

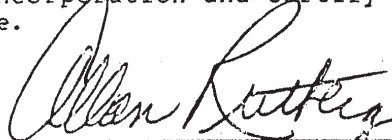
Amendments to the Articles of Incorporation may be proposed and adopted as follows: Every amendment shall first be proposed by a member and shall then be approved by a majority of the members by resolution duly adopted at any meeting thereof at which a quorum is present. A copy of the proposed amendment with thereon a certificate that it has been approved by the members, sealed with the corporate seal, signed by the Secretary, and executed and acknowledged by the President or Vice-President, shall be prepared and filed with the Secretary of State of the State of Florida in the manner required for Articles of Incorporation of corporations not for profit. The Articles of Incorporation shall be amended and the amendment incorporated therein when the amendment has been filed with the Secretary of State, approved by him, and all filing fees have been paid. Subject to the foregoing terms and conditions, the Association reserves the right to alter, amend, change or repeal any provision contained herein.

ARTICLE 14 - CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation, or partnership shall be affected or invalidated by the fact that any director or officer of the Association is pecuniarily or otherwise interested therein. Any director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for

the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested or were not a director, member or officer of such firm, association, corporation, or partnership. It is specifically intended that officers of the Association may also be officers in or have an interest in the corporations with which management or maintenance agreements are or may be entered into with respect to the Subdivision.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 8th day of APRIL, 1981, for the purpose of forming this corporation not for profit under the laws of the State of Florida, and we hereby make, subscribe, acknowledge, and file in the office of the Secretary of State of the State of Florida these Articles of Incorporation and certify that the facts herein stated are true.


Allan R. Rutberg

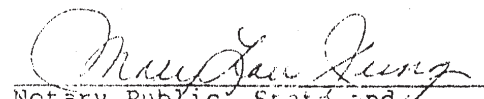

Thomas A. Shapiro


Lance D. Hunter

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, personally appeared Allan R. Rutberg, Thomas A. Shapiro, and Lance D. Hunter, parties to the foregoing Articles of Incorporation, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they made, subscribed and acknowledged the foregoing Articles of Incorporation as their voluntary act and deed, and that the facts set forth therein are true and correct.

WITNESS my hand and official seal this 8th day of April, 1981.


Notary Public, State and
County Aforesaid.
My commission expires
Notary Public, State of Florida at Large
My commission expires May 18, 1983

FILED
APR 10 4 01 PM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

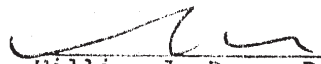
CERTIFICATE DESIGNATING PLACE
BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted in compliance with said Act:

FIRST: That QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSO-
CIATION UNIT ONE, INC., a non-profit corporation, with its
initial registered office, as indicated in the Articles of
Incorporation, at the City of Palm Harbor, County of Pinellas,
State of Florida, has named William J. Deas, located at Suite
606, 1000 Riverside Avenue, Jacksonville, Florida 32204, as
its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the
above stated corporation, at the place designated in this
certificate, I hereby agree to act in this capacity and
further agree to comply with the provisions of Chapter 48.091,
Florida Statutes, relative to keeping open said office.


William J. Deas, Resident Agent

BY-LAWS
OF
QUAIL FOREST CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT ONE, INC.

ARTICLE 1 - PRINCIPAL OFFICE

The principal office of Quail Forest Cluster Homes Improvement Association Unit One, Inc. (the "Association"), shall be located in Pinellas County, Florida. The Association may have such additional offices as the Board of Directors may from time to time determine. The Association shall have and continuously maintain at the above office an agent whose office shall be identical with such registered office.

ARTICLE 2 - MEMBERS

Section 1 - Classes. There shall be two classes of members in the Association, one class of which shall be known as A members, and the other of which shall be known as B members, and the qualification of such members, the manner of their admission, and the voting rights of such members shall be as specified in the Articles of Incorporation.

Section 2 - Annual Meeting. The annual meeting of the members shall be held during the month of March in each year at such time and date as may be determined by the Board of Directors. All meetings of the members shall be held at the office of the Association in the County of Pinellas, Florida, or at such other place as may from time to time be determined by the Board of Directors and specified in the notice of such meeting.

Section 3 - Quorum. A majority of the members present, in person or by proxy, shall be requisite at all meetings to constitute a quorum for the election of directors or the transaction of other business.

Section 4 - Term of Directors. At the annual meeting of members, commencing with the annual meeting to be held in the year 1982, the members shall elect by ballot the Board of Directors to serve for one year and until their successors shall be chosen and qualified.

Section 5 - Notice of Meetings. Notice of the annual meeting of the members shall be mailed or delivered by the Secretary or Assistant Secretary to each member at least five (5) days prior to the meeting.

Section 6 - Special Meetings. Special meetings of the members may be called by the President or by a majority of the Board of Directors.

Section 7 - Notice of Special Meetings. Notice of each special meeting of the members, stating in substance the business proposed to be transacted, shall be mailed or delivered by the Secretary or Assistant Secretary to each member at least three (3) days prior to the meeting.

Section 8 - Proxies. At any meeting of members, a member may vote by proxy executed in writing by the member or by a duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Quorum is
30%
PER
F.S. 617

OFFICE
11111
11111
11111
11111
11111

Section 9 - Voting by Mail. Where Directors or Officers are to be elected by members such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 10 - Order of Business. The order of business at annual members' meetings and, as far as practical, at any other members' meeting, shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

Section 11 - Rights of Members. The members shall not have any vested right, interest or privilege of, in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue if membership ceases.

ARTICLE 3 - BOARD OF DIRECTORS

Section 1 - Term of Office. The property, affairs, and activities of the Association shall be managed and controlled by the Board of Directors, which shall consist of not less than three nor more than nine Directors, the exact number to be determined at the time of election, which Directors shall hold office for one year and until their successors are duly chosen and qualified. All vacancies in the Board of Directors shall be filled by the remaining Directors. Directors need not be members of the Association. *Amended*

Section 2 - Annual Meeting. The annual meeting of the Board of Directors shall be held in each year immediately after the annual meeting of the members. No notice of the annual meeting of the Board of Directors need be given.

Section 3 - Place of Meeting. Regular meetings of the Board of Directors may be held at such time and place as may from time to time be determined by resolution of the Board and if so determined by such resolution, may be held without further notice at such time and place.

Section 4 - Special Meetings. Special meetings of the Board may be called by the President on not less than twenty-four (24) hours' notice to each Director and special meetings in like manner shall be called upon the request in writing of a majority of the Directors.

Section 5 - Quorum. The presence of a majority of the members of the Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business. The action of a majority of those present shall be deemed to be and shall constitute the action of the Board.

Section 6 - Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE 4 - OFFICERS OF THE ASSOCIATION

Section 1. Slate Of Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may from time to time elect or appoint. All officers elected or appointed by the Board shall hold their respective offices only at and during the pleasure of the Board of Directors.

Section 2. Combining Offices. Any person may hold two or more offices, except that the President shall not be also the Secretary or Assistant Secretary; but in no case shall one person execute or sign a single instrument of any kind in more than one capacity. Officers need not be members of the Board of Directors.

Section 3 - President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and Directors, shall have active and general management of the affairs of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall be ex officio a member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

Section 4 - Vice-President. The Vice-President, if and when elected, shall perform such duties as may be assigned by the Board of Directors or by the President.

Section 5 - Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and the minutes of the meetings of the members; he shall attend to the giving and serving of all notices of the Association; he shall have charge of such books and papers as the Board may direct; and shall perform all the duties incidental to this office.

Section 6 - Treasurer. The Treasurer shall have the care and custody of all of the funds and securities of the Association and shall deposit the same in the name of the Association in such banks or depositaries as the Board of Directors may from time to time select.

Section 7 - Other Officers. The other officers of the Association shall perform such duties as may be assigned by the Board of Directors or by the President.

ARTICLE 5 - COMMITTEES

Section 1 - Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

W. OFFICE

ELI A. DEAS, PA.

SUITE 600

2000 W. 10TH AVENUE

LYNN, MINN. 55324

Section 2 - Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association and the President of the Association shall appoint the members thereof.

Section 3 - Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4 - Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5 - Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6 - Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7 - Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with any rules adopted by the Board of Directors.

ARTICLE 6 - CONTRACTS; CHECKS; DEPOSITS AND FUNDS

Section 1 - Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2 - Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice-President of the Association.

Section 3 - Deposits. All funds of the Association shall be deposited or invested from time to time to the credit of the Association in such banks, trust companies or other depositories or in such other forms of investments as the Board of Directors may select.

Section 4 - Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

OFFICES

11 & DEAS, P.A.

SUITE 600

WEAS-DE AVENUE

MILF, FLORIDA 32204

ARTICLE 7 - ACCOUNTING PERIOD AND ANNUAL REPORTS

The accounting period of the Association shall be the calendar year. The Board of Directors, as soon as practicable after the end of each calendar year, shall submit to the members a report showing the financial condition of the Association and an accounting of the financial transactions of the Association during such year.

ARTICLE 8 - NOTICE AND WAIVER OF NOTICE

Section 1 - Manner of Notice. Whenever, under the provisions of any statute or the Articles of Incorporation or any of these By-Laws, notice is required to be given to any Director, officer or member, it shall not be construed to require personal notice, but such notices may be given in writing, either personally or by depositing the same in a post office or letter box in a postpaid, sealed wrapper, or by delivering the same to a telegraph company for transmission by wire, the cost thereof being prepaid, in either case addressed to such Director, officer or member at his address as the same appears in the records of the Association; and the time when the same shall be so mailed or delivered to the telegraph company shall be deemed to be the time of the giving of such notice.

Section 2 - Waiver. Any member or Director may waive in writing or by telegraph any notice required to be given under any provision of any statute, or of the Articles of Incorporation, or of these By-Laws, either before, at or after the meeting or other event of which notice is so provided; and all members or Directors present at any meeting shall be deemed to have waived any and all notice thereof.

Section 3 - Conflicts. In the event of any conflicts between the provisions and requirements hereof or the provisions and requirements imposed by the Declaration of Covenants And Restrictions for Quail Forest Cluster Homes Unit One-A, or for any other Quail Forest Cluster Home Units, said Declaration shall control and prevail.

ARTICLE 9 - REIMBURSEMENT AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify and hold harmless each person who shall serve at any time as a Director or officer of the Association from and against any and all claims and liabilities to which such person shall or may become subject by reason of his having heretofore or hereafter been a Director or officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, except that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability which shall be finally adjudged to have arisen out of his own gross or willful negligence or misconduct. The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he lawfully may be entitled nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case even though not specifically provided for herein. The Association, its Directors, officers, employees, and agents, shall be fully protected in taking any action or making any payment under this Article, or in refusing so to do, in reliance upon the advice of counsel.

ARTICLE 10 - MAINTENANCE ASSESSMENTS

The Board of Directors of the Association shall have the right and power to subject, and shall subject each Lot located in the subdivision known as Quail Forest Cluster Homes Unit One-A, according to the plat thereof recorded or to be recorded in the current public records of Pinellas County, Florida, to an annual maintenance assessment as provided in the covenants and restrictions applicable to said Quail Forest Cluster Homes Unit One-A. The Board of Directors of the Association shall also have the right and power to subject, and shall subject to such annual maintenance assessments, each Lot located in additional subdivisions of lands contiguous to or nearby Quail Forest Cluster Homes Unit One-A, hereafter designated by the Developer of Quail Forest Cluster Homes Unit One-A, if and to the extent such Developer by appropriate recorded covenants and restrictions or other recorded instrument shall so provide and authorize.

ARTICLE 11 - SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporation Not For Profit - Seal - 1981 - Florida".

ARTICLE 12 - AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members present and voting at a regular annual meeting, or a special meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of such meeting of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting, except that no such action shall adversely affect the rights of third parties already vested by reason of prior authorized corporate action.

The foregoing were adopted by the By-Laws of Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida nonprofit corporation, at the first meeting of the board of directors on April 17, 1981.

SUBMITTED:

/s/Thomas A. Shapiro
Secretary

APPROVED:

/s/ Allan R. Rutberg
President

LAW OFFICES

WELL & DEAS, P.A.

301 N. 1st St.

ST. PETERSBURG, FL 33701

PHONE: (813) 321-0044

QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC.

**NOTICE OF AMENDMENTS
TO THE BY-LAWS**

TO: MEMBERS
QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.

FROM: BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN that amendments to the By-Laws were adopted at the annual meeting of members on March 18, 1998, and recorded with the Clerk of the Circuit Court of Pinellas County, Florida, in O.R. Book 10065, Page 2589, et seq., on April 20, 1998. The amendments became effective upon recording and a copy of the recorded amendments accompanies this notice of their adoption.

DATED this 28th day of April, 1998.

QUAIL FOREST CLUSTER HOMES IMPROVE-
MENT ASSOCIATION UNIT ONE, INC.

Enclosure

INST # 98-120503
APR 20, 1998 6:03PM

PINELLAS COUNTY FLA.
OFF.REC.BK 10065 PG 2589

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.**

179 760
REC 10.50
DS _____
NT _____
PRES _____
MTF _____
P/C _____
REV _____
TOTAL 10.50
JB
We, Robert Boyton, as President and William Smith, as Secretary of Quail Forest Cluster Homes Improvement Association Unit One, Inc., do hereby certify that by the affirmative vote of at least two-third (2/3) of the members present and voting at the Annual Meeting of the Membership of Quail Forest Cluster Homes Improvement Association Unit One, Inc., on March 18, 1998, held in accordance with the By-Laws of this Association, the following amendments to the By-Laws were duly enacted:

ARTICLE 3, SECTION 1 OF THE BY-LAWS OF QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC. IS AMENDED TO READ AS FOLLOWS:

Section 1 - Term of Office. The property, affairs, and activities of the Association shall be managed and controlled by the Board of Directors, which shall consist of not less than three nor more than nine Directors, the exact number to be determined at the time of by the Board of Directors not less than sixty days in advance of the election, which Directors shall hold office for one a term of three years and or until their successors are duly chosen and qualified. At the next election of Directors following the approval and recording of this Amendment upon the public records of Pinellas County, Florida, the three Directors obtaining the most votes shall be elected for three year terms, the one Director who is elected and receives the least number of votes shall serve a one year term with all other elected Directors serving two year terms. In the event that seven or less candidates qualify for the next election, balloting shall occur for the purpose of determining the term of office. Thereafter all Directors shall be elected for a three year term. All vacancies in the Board of Directors shall be filled by the remaining Directors. Directors need not must be members of the Association.

ARTICLE 2, SECTION 4 OF THE BY-LAWS OF QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC. IS DELETED AS FOLLOWS:

~~Section 4 - Term of Directors.~~ At the annual meeting of members, commencing with the annual meeting to be held in the year 1982, the members shall elect by ballot the Board of Directors to serve for one year and until their successors shall be chosen and qualified.

CODING: The full text to be amended is stated: New words to be inserted are double underlined, words to be deleted are lined through with hyphens.

PREPARED BY & RETURN TO: ✓
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 33756

PLATS PERTAINING HERETO ARE
RECORDED IN PLAT BOOK 83, PAGES
65-68, AND THE DECLARATION IS
RECORDED IN O.R. BOOK 5203,
PAGE 705, ET SEQ.

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION
UNIT ONE, INC.

By: *Robert Boyton*
Robert Boyton, President

ATTEST:

William L. Smith
William Smith, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 7th day of April, 1998 by Robert Boyton and William Smith, President and Secretary, respectively, of QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC., who are personally known to me or who have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the By-Laws of Quail Forest Cluster Homes Improvement Association Unit One, Inc., and severally 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.

Anita A. Laudato (SEAL)

Notary Public, State of Florida at Large

ANITA A. LAUDATO

Print or Type Notary Signature

CC 640 494

Commission Number

My Commission Expires: JUNE 20, 2001



ANITA A. LAUDATO
COMMISSION # CC 640494
EXPIRES JUN 20, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

3C105003 MAK 04-20-1998 18:00:57
11 3010 - 00000760
AGR-QUAIL FOREST
RECORDING 1 \$10.50
TOTAL: \$10.50
CHARGE AMOUNT: \$10.50

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A

OH KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, P-1179, LTD., a Florida limited partnership, (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of Quail Forest Cluster Homes Unit One-A, according to the plat thereof recorded in Plat Book 83, Page 65-68, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as "the Plat"); and

WHEREAS, Developer is presently developing said property to be known as Quail Forest Cluster Homes Unit One-A, and Developer intends and desires to place certain covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") upon the use of all of the land and improvements shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

NOW; THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for itself and its successors, legal representatives, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the lands and improvements included on the property described in the Plat (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

09JNF1

76.00

76.00 CK

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Developer" shall mean and refer to P-1179, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees, and assigns.

(b) "Plat" shall mean and refer to that certain plat of Quail Forest Cluster Homes Unit One-A, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 83, Pages 65-68, together with any supplements or amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

This instrument was prepared by:
William J. Deas
Howell & Deas, P.A.
P. O. Box 40063
Jacksonville, FL 32203

CLERK OF DISTRICT COURT

JUN 9 3 52 PM '81

EXHIBIT 1

HOLD
AMERICAN TITLE INSURANCE CO.
CLEARWATER OFFICE

HOW OFFICES
WILL & DEAS, P.A.
SUITE 606
FIVEFIVE AVENUE
JACKSONVILLE, FLORIDA 32204

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat. The word "Lot" may, when the context requires, be used interchangeably herein with the word "Unit". There are 79 Lots shown on the Plat and, therefore, 79 Units. The designated parking areas for Lots 6, 7, 25, 26, 64, 65, 66, and 67, are detached from the main portion of the respective Lot, and are indicated on the Plat by the designations 6-A, 7-A, 25-A, 26-A, 64-A, 65-A, 66-A, and 67-A, respectively. These detached parking areas, regardless of their physical separation and distinctive designations, are and shall be deemed to be a part of the respective Lot the same as each and every other Lot shown on the Plat.

(g) "Unit" shall mean and refer to a single family dwelling unit located on a Lot as part of a multi-family building, all as is shown on the Plat. The word "Unit" may, when the context requires, be used interchangeably with the word "Lot".

(h) "Access Ways" shall mean and refer to Parcels "A" and "B" as shown on the Plat. Parcel "B" as shown on the Plat consists of three physically separated parcels which may, nevertheless, and perhaps in conjunction with Parcel "A", be referred to in the singular.

(i) "Common Parcels" shall mean and refer to the 18 Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 1 through 18, inclusive.

(j) "Association" shall mean and refer to Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot.

(l) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Units on the Land.

(m) "Member" shall mean and refer to all members, regardless of class or classification, of the Association.

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-laws.

(o) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(p) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(q) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

(r) "Lake Parcel" shall mean and refer to the two Lake Parcels as shown on the Plat, which are designated as Lake Parcel Numbers 1 and 2 and which are not, however, part of the Land.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements, at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any Lot and no building or other improvement on any Lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

Section 2.02 - Access Ways. The Access Ways are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, infra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-A and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Access Ways. Regardless of the immediately preceding provisions of Section 2.02, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of Developer, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of the Access ways, or of the Common Parcels.

Section 2.04 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.02, 2.03 and 2.04, supra, shall be of no further force or effect thereafter.

Section 2.06 - Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles may be so parked as aforesaid if such automobile exceeds the designated dimensions of the designated parking area.

Section 2.07 - Unit Plates. A plate showing the number of the Unit shall be placed on each Unit and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.

Section 2.08 - Window Airconditioners and Fans. Unless the prior approval of Developer has been obtained, no window airconditioning units, window fans, or exhaust fans shall be installed in any side of a Unit which faces an Access Way, or any property owned by Developer which is adjacent to the Land.

Section 2.09 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction or any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.10 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be

installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size, and design thereof shall have been approved by Developer.

Section 2.11 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in any other Unit.

Section 2.12 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Lot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times.

Section 2.13 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Unit or make any use of the Access Ways or Common Parcels that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or be permitted to stand for any period of time on the Access Ways or Common Parcels, except in accordance with the Regulations.

Section 2.14 - Trees. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Lot. No living tree having a diameter greater than four inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land in such areas shall be made which result in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, deems detrimental to the Land.

Section 2.15 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this section.

Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein.

Section 2.16 - Dedication. Developer shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality or body politic then having jurisdiction over the Land, to dedicate to the public all or any part of the following:

- (a) The Access Ways;
- (b) The Common Parcels;
- (c) Any easements referred to herein, including those shown on the Plat.

Section 2.17 - Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units of the same class or type. All plumbing and heating vents protruding from roofs of Units shall be painted the same color as the roof.

Section 2.18 - Common Parcels. The Common Parcels are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns, and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, supra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-A, and their guests, invitees, and domestic help, and to fire protection services, police and other authorities of the law, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land, and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress, access and usage over, under, through and across the Common Parcels in accordance with the Regulations. Regardless of the immediately preceding provisions of Section 2.18, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.19 - Corporate Ownership. Corporate Owners, other than Developer, shall only permit the use of their Unit by their principal officers or directors or other guests, provided, however, that such corporate Owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall exist only so long as the corporation shall continue to be a member of the Association. Upon demand by the

Association to any corporate Owner to remove any party given permission to use a Unit owned by such corporate Owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate Owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

Section 2.20 - Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

Section 2.21 - Clothes Lines, etc. No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Lot, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door of any Unit. Additionally, no aboveground oil or fuel storage containers, nor any aboveground gas tanks or containers are permitted.

Section 2.22 - Duty to Maintain. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 2.23 - Rights of Others. Each Owner and occupant of a Unit shall use the Access Ways and Common Parcels in such a manner as shall not abridge the equal rights of the other Owners and occupants of Units to the use and enjoyment thereof.

Section 2.24 - Fairness. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners. The provisions of this section shall not apply to any rights reserved by or granted to Developer herein or hereby.

Section 2.25 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.26 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.27 - Personal Property. No articles of personal property of Owners shall be placed on the Lot unless such articles are being used by Owners in accordance with the terms and conditions of the Declaration and the Regulations.

Section 2.28 - Utility Addition. No additional utility, including without limitation, water, sewage, electrical, air-conditioning, and heating systems, lines, ducts, valves, handlers, conduits, pipes, wires, or fixtures shall be added to service any Unit without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld, if such addition complies with all applicable codes, ordinances, requirements, and regulations of governmental authorities or agencies, and causes no damage, impairment, or additional cost to any other Unit.

Section 2.29 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Access Ways or Common Parcels are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration or in the case of the Common Parcels, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.30 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, Access Ways, or Common Parcels, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.31 - Lake Parcels. Certain parcels of property owned by Developer are variously labeled as Lake Parcels and are shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of the use to which the parcels now or hereafter may be put, said parcels are and shall remain privately owned and the sole and exclusive property of Developer (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcels or of any rights or interests therein, and may be used for any purpose or purposes as shall be determined by Developer and its successors, assigns and grantees, if any, of such parcels or of any rights or interests therein. The owners of Lots shall not acquire and shall not have at any time any right to go upon and make any uses of or place any structure or object on said parcels; or any rights, title, interests, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels, except as may be specifically set forth herein. Should the owners of Lots or occupants of Units or any other persons be permitted or allowed any rights to the use of any part of said parcels, either by acquiescence, by the express consent of Developer, or by the provisions set forth herein, all such rights may be terminated and cancelled by Developer at any time without cause or liability of Developer.

Section 2.32 - Usage of Lake Parcels.

(a) Lakes are presently located on portions of the Lake Parcels. Subject to the provisions of Section 2.31, supra, and of this section, and to the control of Developer, the residents of each Lot adjacent to each of said parcels shall have the right to use the lake, but solely at their own

risk. With the prior consent of Developer, but only with such consent, others may use one or more of said lakes, but again, any such use shall be solely at the risk of the user.

(b) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed, or permitted to remain on, in, adjacent to, bordering on, or over any portion of said lakes.

(c) Each Lot owner whose Lot adjoins or abuts said lake, shall keep, or cause to be kept, his Lot and the portion of the adjoining or abutting parcel between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of Developer, the shoreline contour of the lake may not be changed and no Lot may be increased in size by filling in the lake and no Lot may be dug out or dredged so as to cause the water of the lake to protrude into the Lot.

(d) Developer shall have the sole and absolute right, but not the obligation, to control the water level of each and all of the above mentioned lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria, and fungi in or on each and all of said lakes.

(e) No boats, rafts or floating objects of any kind other than small row boats, small sail boats, and canoes, none of which shall be motor-driven, shall be brought or operated on any of said lakes, and no swimming shall be allowed in said lakes.

(f) Except with the prior written consent of Developer, no Lot owner or resident shall have the right to pump or otherwise remove any water from any of said lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from heating or airconditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in any of said lakes.

(g) Developer may, at any time, without cause or liability, terminate all or any part of the uses hereby permitted to be made of all or any parts of said lakes.

Section 2.33 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, shall designate the Association as a co-insured thereunder, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

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Section 2.34 - Berms. Any berms which might be constructed by Developer, being an integral part of the Land, shall be kept and maintained in their existing condition and appearance and in no event shall they be removed, reduced, added to, or in any manner altered without the consent of Developer.

Section 2.35 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots, Access Ways, and Common Parcels without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.36 - Reserved Easement. Developer hereby reserves for itself, together with its successors, grantees, legal representatives, mortgagees, and assigns, a non-exclusive easement for pedestrian and utilities ingress, egress and access over, under, through and across all Lots (less the portions of some actually occupied by Units), which easement rights shall not be unreasonably exercised.

ARTICLE III - UTILITIES

Section 3.01 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot only by services or agencies previously approved in writing by Developer. The Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot.

Section 3.02 - Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

Section 3.03 - Wells. No wells may be drilled or maintained on any Lot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

Section 3.04 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each Unit on the Land and the occupants thereof. Each property Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Lot and no sewage disposal service or facility shall be used to serve the Unit or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal, Access Way or Common Parcel. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or airconditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.05 - Easements. Developer, in addition to the rights reserved in Section 2.36, supra, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five-foot strip at the back and front of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.05. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.05, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, legal representatives, mortgagees, successors and assigns.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Access Ways and Common Parcels as well as any portion of a Lot which contains a paved sidewalk originally constructed by Developer to serve more than a single Unit which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.05, supra.

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Access Ways or Common Parcels adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article IX of this Declaration; any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4.03 - Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Access Ways or Common Parcels, except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Access Ways or Common Parcels, except as expressly provided in this Declaration. Any conveyance of the Access Ways or Common Parcels by Developer to the Association shall vest in the Association exclusively any riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Access Ways or Common Parcels, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Access Ways or Common Parcels shall not pass to the owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be a part of the Access Ways or Common Parcels and all rights therein shall inure to the benefit of the Association.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 5.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity, other than an Owner or Developer, may be a member of the Association; and a membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 5.02 - Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1983.

Section 5.03 - Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE VI - RIGHTS AND OBLIGATIONS
OF THE ASSOCIATION

Section 6.01 - The Access Ways And Common Parcels. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to Developer in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Access Ways and Common Parcels and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 6.02 - Exterior Maintenance. In addition to maintenance of the Access Ways and Common Parcels, the Association shall provide exterior maintenance upon each Lot subject to assessment hereunder, as follows: (1) repair, replace, and care for the roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas, walks, fences, and other exterior improvements installed by Developer and the replacements thereof; and (2) paint and repair exterior building surfaces of the Units. The Association's duty of exterior maintenance of Lots shall not include glass surfaces, replacement of exterior doors (but shall include routine periodic maintenance and repainting of such doors), or any trees, shrubs, lawns, or landscaped areas within an enclosed or semi-enclosed yard, patio, or entry area, except that the Association shall maintain any hedge and other landscaping, if any, installed by Developer along the boundary between any Lot, Access Way, Common Parcels, and adjacent property not within the Land and replacements thereof. Should any Owner neglect or fail to maintain any lawn or landscaped area on such Owner's Lot for which the Owner is responsible for maintenance, or neglect to maintain or replace any glass surfaces or exterior doors (as required), then the Association may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be specially assessed against such Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitees or tenants, then the cost of such maintenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

Section 6.03 - Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

X → Section 6.04 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Lot.

Section 6.05 - Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the By-Laws.

Section 6.06 - Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways, and Common Parcels, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6.07 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 6.08 - Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer, and except for personal property related to the maintenance of the Access Ways and Common Parcels, the Association may not authorize capital improvements to the Access Ways or Common Parcels without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Access Ways or Common Parcels, except for replacement or repair of those items installed by Developer and except for personal property related to the maintenance of the Access Ways or Common Parcels shall require the approval of two-thirds of the Owners.

ARTICLE VII - COVENANT FOR ASSESSMENTS

Section 7.01 - Creation of a Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which may consist of a general assessment and a reserve assessment as hereinafter defined; (2) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment,

together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 7.02 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of the Access Ways and Common Parcels, and of the exteriors of the Lots (as herein provided), and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the exterior of each Lot, the Access Ways and the Common Parcels, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association, except a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder. To further effectuate the foregoing purposes, the Association shall levy an annual reserve assessment for the purpose of providing a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder, as such exterior maintenance is defined in Section 6.02, *supra*. The annual general assessment (which includes all costs, except a reserve for exterior Lot maintenance) and annual reserve assessment (which includes only a reserve for exterior Lot maintenance) together shall comprise the "annual assessment" as such term is hereinafter used.

Section 7.03 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$1,800.00 per Lot, consisting of an annual reserve assessment of \$300.00 per Lot and an annual general assessment of \$1,500.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the amounts set forth herein.

(d) The reserve assessment shall be segregated from the general assessment and shall not be used for current operating expenses.

Section 7.04 Special Assessments for Access Ways and Common Parcels Taxes. In the event local real property taxes in any given year are assessed to the Association as Owner of the Access Ways and Common Parcels (which, of course, assumes that the Association has acquired title to such from the Developer, which may or may not occur) in excess of the amount of \$500.00, then the amount of such excess may be specially assessed by the Board, in its discretion, against all Lots in the following manner: The amount of such excess shall be divided by the number of Lots within

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the Land, and the quotient thereof shall be the amount of such special assessment against each Lot. In the discretion of the Board, said special assessment may be payable in a lump sum within thirty (30) days after notice thereof, or the same may be amortized over such number of months as the Board deems advisable. The Board shall determine whether such assessment shall be levied, and the amount thereof, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment shall not be considered an increase in the annual assessment subject to the limitations of Section 7.03, supra.

Section 7.05 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 or Section 7.04 of this Article shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.06 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots within the Land. The requirement of uniformity hereby established shall not prevent assessments against specific Lots pursuant to any express provisions of this Declaration.

Section 7.07 - Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest shall, as long as there is Class "B" membership in the Association, be fixed by the Board annually in an amount not less than twenty five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association as hereinabove provided, the annual assessment against any Lot in which Developer owns any interest shall be twenty five percent (25%) of the amount hereinabove established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, shall be assessed at the same amount as is hereinabove established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the execution of the rental agreement.

Section 7.08 - Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots within the Land on the first day of June, 1981. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the

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annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 7.09 - Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 7.10 - Effect of Nonpayment of Assessments:
Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.11 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 7.12 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 7.13 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, including, specifically, the lien of the Mortgage which is currently held by Continental Bank and referred to in the Consent and Joinder attached hereto. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish

the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section; and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VIII - ARCHITECTURAL CONTROL

Section 8.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Units in the manner hereinafter provided.

Section 8.02 - Committee Authority. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 8.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved, or made by Developer, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color, and approximate cost of the same shall have been submitted to,

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J. & DEAS, P.A.
SUITE 310
VERSIDE AVENUE
LEE, FLORIDA 32204

and approved by, the Committee in writing. The Committee's approval shall not be required of any changes or alterations within an enclosed or semi-enclosed yard, patio, or entry area and screened from view; provided, however, it is expressly intended that any trees or shrubs capable of attaining a height in excess of the walls, fencing, or shrubbery, as the case may be, installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No exterior door or glass surface shall be replaced by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Access Ways or Common Parcels without the Committee's prior approval unless the same is within an enclosed or semi-enclosed yard, patio, or entry area and screened from view. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 8.04 - Procedure. As is set forth in Section 8.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend, and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself, the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 8.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Land; (b) shall protect and conserve the value and desirability of the Land as a residential community; (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 8.06 - Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE IX - PARTY WALLS

Section 9.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.02 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 9.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 9.04 - Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.05 - Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 9.06 - Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE X - REMEDIES

Section 10.01 - Violations. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing, or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XI - ANNEXATION

Section 11.01 - Annexation of Additional Property. Annexation of additional real property shall require the agreement of two-thirds of each class of members of the Association at a meeting duly called for this purpose, written

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SUITE 406

OVERTON AVENUE

MIAMI, FLORIDA 33134

notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds of the membership are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

ARTICLE XII - MISCELLANEOUS

Section 12.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 12.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 12.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

- (a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;
- (b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;
- (c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

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(d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and

(e) With the consent of the persons then owning seventy-five percent (75%) or more of the Lots to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section.

Section 12.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land.

Section 12.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 12.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 6.01, supra, with reference to the Common Parcels.

Section 12.06 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate the Covenants; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 12.06 shall be construed as cumulative of all other

remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 12.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or Court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

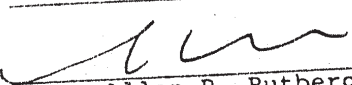
Section 12.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: P. O. Box 1675
Palm Harbor, Florida 33563

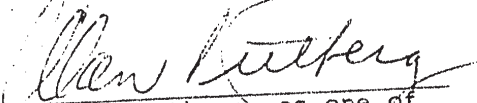
Section 12.09 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

IN WITNESS WHEREOF, Developer, P-1179, Ltd., a Florida limited partnership, has caused this instrument to be duly executed, all as of the 20TH day of MARCH, 1981.

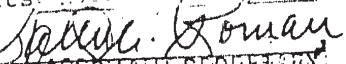
Signed, sealed and delivered in the presence of:



As to Allan R. Rutberg

P-1179, LTD., a Florida limited partnership

By 
Allan R. Rutberg, as one of the two General Partners

By MUBEN REALTY COMPANY, a New Jersey corporation, as one of the two General Partners.

By 
As its 
Attest 
As its ASSISTANT SECRETARY

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20TH day of MARCH, 1981, by Allan R. Rutberg, one

of the two General Partners of P-1179, Ltd., a Florida limited partnership, on behalf of the Partnership.

Thomas A. Slattery

Notary Public, State and
County aforesaid

My commission expires: _____

Notary Public, State of Florida at Large
My commission expires Nov. 19, 1981

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this
22nd day of April, 1981, by A. GEORGE NEWMAN
and WALTER A. ROMAN, as Vice President and
ASSISTANT SECRETARY, respectively, of Muben Realty Company, a
New Jersey corporation, and one of the two General Partners
of P-1179, Ltd., a Florida limited partnership, on behalf of
the corporation and of the Partnership.

Maryann DiSimone

Notary Public, State and
County aforesaid

My commission expires: _____

MARYANN DISIMONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 9, 1982

W OFFICES

LL & DEAS, P.A.

SUITE 608

RIVERSIDE AVENUE

VILLE, FLORIDA 32204

JOINDER AND CONSENT OF MORTGAGEE

Continental Bank, the owner and holder of a Mortgage from the Developer encumbering, inter alia, the Land, being that certain Mortgage dated January 7, 1980, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 4967, Page 662,* hereby consents to the imposition by the Developer of the foregoing Declaration of Covenants and Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Continental Bank has caused this Joinder And Consent Of Mortgagee to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 5th day of May, 1981.

Signed, sealed and delivered in the presence of:

James O. Thomson
Sharon Hanner

CONTINENTAL BANK, a
Pennsylvania banking
corporation

By: [Signature]
As its Vice Pres

Attest: [Signature]
As its Vice Pres

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 5th day of MAY, 1981, by HENRY R. McFadden and DOUGLAS R. PERARD, as Vice Pres and Vice Pres, respectively, of Continental Bank, on behalf of the corporation.

[Signature]
Notary Public, State and
County aforesaid
My Commission expires:

HELEN M. KATEIN
Notary Public, Phila., Phila. Co.
My Commission Expires Oct. 8, 1984

*and re-recorded on June 23, 1980, in Official Records,
Volume 5038, page 851

82017126

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-B

ash 11 Chg

26.00

26.00

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KNOW ALL MEN BY THESE PRESENTS: THAT O.N. 5305 PAGE 221

WHEREAS, P-1179, Ltd., a Florida limited partnership, (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of Quail Forest Cluster Homes Unit One-B, according to the plat thereof recorded in Plat Book 84, Page 46, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as the "Plat"); and

WHEREAS, Developer is presently developing said property to be known as Quail Forest Cluster Homes Unit One-B, and Developer intends and desires to place certain covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") upon the use of all of the land and improvements shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for itself and its successors, legal representatives, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the lands and improvements included on the property described in the Plat (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

ARTICLE 1 - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Developer" shall mean and refer to P-1179, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees and assigns.

(b) "Plat" shall mean and refer to that certain plat of Quail Forest Cluster Homes Unit One-B, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 84, Page 46, together with any supplements or amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this declaration, together with any supplements or amendments hereto.

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

AMERICAN TITLE INSURANCE CO
CLEARANCE OFFICE

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& DIA. P.A.
DATE 02/11/92
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EXHIBIT

RECORDED
PINELLAS CO. FLORIDA
Kathleen J. Butler
CLERK CIRCUIT COURT
FEB 13 3 12 PM '92

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat. The word "Lot" may, when the context requires, be used interchangeably herein with the word "Unit". There are 107 Lots shown on the Plat and, therefore, 107 Units. The designated parking areas for Lots 20, 21, 22, 23, 41, 42, 43, 44, 57, 58, 59, 90, 91, 92 and 93 are detached from the main portion of the respective Lot, and are indicated on the Plat by the designations 25-A, 24-A, 22-A, 23-A, 41-A, 42-A, 43-A, 44-A, 57-A, 58-A, 59-A, 90-A, 91-A, 92-A and 93-A, respectively. These detached parking areas, regardless of their physical separation and distinctive designations, are and shall be deemed to be a part of the respective Lot the same as each and every other Lot shown on the Plat.

(g) "Unit" shall mean and refer to a single family dwelling unit located on a Lot as part of a multifamily building, all as is shown on the Plat. The word "Unit" may, when the context requires, be used interchangeably with the word "Lot".

(h) "Access Ways" shall mean and refer to Parcels "A" and "B" as shown on the Plat. Parcel "B" as shown on the Plat consists of 6 physically separated parcels which may, nevertheless, and perhaps in conjunction with Parcel "A", be referred to in the singular.

(i) "Common Parcels" shall mean and refer to the 25 Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 1 through 25, inclusive.

(j) "Association" shall mean and refer to Quail Forest Cluster Homes Improvement Association, Unit One, Inc., a Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot.

(l) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Units on the Land.

(m) "Member" shall mean and refer to all members, regardless of class or classification, of the Association.

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-laws.

(o) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(p) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

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11 & DEAS, P.A.

SUITE 406

RIVERSIDE AVENUE

VILLAGE GROUNDS, FLA.

(q) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

(r) "Lake Parcel" shall mean and refer to the Lake Parcel as shown on the Plat.

(s) "Golf Course Parcel" shall mean and refer to the Golf Course Parcel as shown on the Plat, which is not, however, part of the Land.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements, at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any Lot and no building or other improvement on any Lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

Section 2.02 - Access Ways. The Access Ways are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, infra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-B and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Access Ways. Regardless of the immediately preceding provisions of Section 2.02, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of Developer, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the

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VERDE AVENUE
PHOENIX, AZ 85001

obligation, to control and prohibit parking on all or any part of the Access ways, or of the Common Parcels.

Section 2.04 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.02, 2.03 and 2.04, supra, shall be of no further force or effect thereafter.

Section 2.06 - Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles may be so parked as aforesaid if such automobile exceeds the designated dimensions of the designated parking area.

Section 2.07 - Unit Plates. A plate showing the number of the Unit shall be placed on each Unit; and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.

Section 2.08 - Window Airconditioners and Fans. Unless the prior approval of Developer has been obtained, no window airconditioning units, window fans, or exhaust fans shall be installed in any side of a Unit which faces an Access Way, or any property owned by Developer which is adjacent to the Land.

Section 2.09 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

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& DEAS, P.A.

UITE 404

ERSIDE AVENUE

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Section 2.10 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size, and design thereof shall have been approved by Developer.

Section 2.11 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in any other Unit.

Section 2.12 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Lot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times.

Section 2.13 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Unit or make any use of the Access Ways or Common Parcels that will increase the cost of insurance upon the Land above that required when the property is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or be permitted to stand for any period of time on the Access Ways or Common Parcels, except in accordance with the Regulations.

Section 2.14 - Trees. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Lot. No living tree having a diameter greater than four inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the Land in such areas shall be made which result in any permanent change in the flow and drainage of surface water

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which the Board, in its sole discretion, deems detrimental to the Land.

Section 2.15 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein.

Section 2.16 - Dedication. Developer shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality or body politic then having jurisdiction over the Land, to dedicate to the public all or any part of the following:

- (a) The Access Ways;
- (b) The Common Parcels;
- (c) Any easements referred to herein, including those shown on the Plat.

It is specifically understood and agreed that Developer, subsequent to the recordation of the Plat but prior to the recordation hereof, has conveyed to Pinellas County, Florida, at the request of Pinellas County, Florida, and for no consideration, a 50 foot wide strip of land bordering County Road 77 and including, inter alia, a portion of Common Parcel No. 25.

Section 2.17 - Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units of the same class or type. All plumbing and heating vents protruding from roofs of Units shall be painted the same color as the roof.

Section 2.18 - Common Parcels. The Common Parcels are and shall remain privately owned and the sole and exclusive property of Developer, together with its successors, assigns, and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.16, supra. Developer, however, does hereby grant to the present and future Owners in Quail Forest Cluster Homes Unit One-B, and their guests, invitees, and domestic help, and to fire protection services, police and other authorities of the law, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land, and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress, access and usage over, under, through and across the Common Parcels in accordance with the Regulations. Regardless of the immediately preceding provisions of Section 2.18, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Quail Forest Cluster Homes, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.19 - Corporate Ownership. Corporate Owners, shall only permit the use of their Unit by its principal officers or directors or other guests, provided, however, that such corporate Owner shall sign and deliver to the Association a written statement designating the name of the party

or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall exist only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any corporate Owner to remove any party given permission to use a Unit owned by such corporate Owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate Owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the Owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

Section 2.20 - Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

Section 2.21 - Clothes Lines, etc. No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Lot, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door of any Unit. Additionally, no aboveground oil or fuel storage containers, nor any aboveground gas tanks or containers are permitted.

Section 2.22 - Duty to Maintain. All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 2.23 - Rights of Others. Each Owner and occupant of a Unit shall use the Access Ways and Common Parcels in such a manner as shall not abridge the equal rights of the other Owners and occupants of Units to the use and enjoyment thereof.

Section 2.24 - Fairness. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners. The provisions of this section shall not apply to any rights reserved by or granted to Developer herein or hereby.

Section 2.25 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.26 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure

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designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.27 - Personal Property. No articles of personal property of Owners shall be placed on the Lot unless such articles are being used by Owners in accordance with the terms and conditions of the Declaration and the Regulations.

Section 2.28 - Utility Addition. No additional utility, including without limitation, water, sewage, electrical, air-conditioning, and heating systems, lines, ducts, valves, handlers, conduits, pipes, wires, or fixtures shall be added to service any Unit without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld, if such addition complies with all applicable codes, ordinances, requirements, and regulations of governmental authorities or agencies, and causes no damage, impairment, or additional cost to any other Unit.

Section 2.29 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Access Ways or Common Parcels are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration or in the case of the Common Parcels, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.30 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, Access Ways, or Common Parcels, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.31 - Golf Course and Lake Parcels. Certain parcels of property owned by Developer are variously labeled as Golf Course Parcels and Lake Parcels and are shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of the use to which the parcels now or hereafter may be put, said parcels are and shall remain privately owned and the sole and exclusive property of Developer (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcels or of any rights or interests therein, and may be used for any purpose or purposes as shall be determined by Developer and its successors, assigns and grantees, if any, of such parcels or of any rights or interests therein. The owners of Lots shall not acquire and shall not have at any time any right to go upon and make any uses of or place any structure or object on said parcels; or any rights, title, interests, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels, except as may be specifically set forth herein. Should the owners of Lots or occupants of Units or any other persons be permitted or allowed any rights to the use of any part of said parcels, either by acquiescence, by the express consent of Developer, or by the provisions set forth herein, all such rights may be terminated and cancelled by Developer at any time without cause or liability of Developer.

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Section 2.32 - Usage of Lake Parcels

(a) A lake is presently located on a portion of the Lake Parcel. Subject to the provisions of Section 2.31, supra, and of this section, and to the control of Developer, the residents of each Lot adjacent to said parcel shall have the right to use the lake, but solely at their own risk. With the prior consent of Developer, but only with such consent, others may use said lake, but again, any such use shall be solely at the risk of the user.

(b) No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed, or permitted to remain on, in, adjacent to, bordering on, or over any portion of said lake.

(c) Each Lot owner whose Lot adjoins or abuts said lake, shall keep, or cause to be kept, his Lot and the portion of the adjoining or abutting parcel between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of Developer, the shoreline contour of the lake may not be changed and no Lot may be increased in size by filling in the lake and no Lot may be dug out or dredged so as to cause the water of the lake to protrude into the Lot.

(d) Developer shall have the sole and absolute right, but not the obligation, to control the water level of said lake, and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria, and fungi in or on said lake.

(e) No boats, rafts or floating objects of any kind other than small row boats, small sail boats, and canoes, none of which shall be motor-driven, shall be brought or operated on said lake, and no swimming shall be allowed in said lake.

(f) Except with the prior written consent of Developer, no Lot owner or resident shall have the right to pump or otherwise remove any water from said lake for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from heating or airconditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in said lake.

(g) Developer may, at any time, without cause or liability, terminate all or any part of the uses hereby permitted to be made of all or any parts of said lake.

Section 2.33 - Golf Course. An easement to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to some of the Lots is hereby reserved to Developer. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damage to the land; the flight of golf balls over and upon such Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a country club.

Section 2.34 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and

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properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, shall designate the Association as a co-insured thereunder, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

Section 2.35 - Berms. Any berms which might be constructed by Developer, being an integral part of the Land, shall be kept and maintained in their existing condition and appearance and in no event shall they be removed, reduced, added to, or in any manner altered without the consent of Developer.

Section 2.36 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots, Access Ways, and Common Parcels without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.37 - Reserved Easement. Developer hereby reserves for itself, together with its successors, grantees, legal representatives, mortgagees, and assigns, a non-exclusive easement for pedestrian and utilities ingress, egress and access over, under, through and across all Lots (less the portion of some actually occupied by Units), which easement rights shall not be unreasonably exercised.

ARTICLE III - UTILITIES

Section 3.01 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot only by services or agencies previously approved in writing by Developer. The Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot.

Section 3.02 - Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

Section 3.03 - Wells. No wells may be drilled or maintained on any Lot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

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Section 3.04 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each Unit on the Land and the occupants thereof. Each property Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Lot and no sewage disposal service or facility shall be used to serve the Unit or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, drainage ditch, canal, Access Way or Common Parcel. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or airconditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.05 - Easements. Developer, in addition to the rights reserved in Section 2.37, supra, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat, including, but not limited to, the Florida Power Company easement over the rear portions of, inter alia, Lots 8 through 21 (whether such are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five-foot strip at the back and front of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.05. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.05, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, legal representatives, mortgagees, successors and assigns.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Access Ways and Common Parcels as well as any portion of a Lot which contains a paved sidewalk originally constructed by Developer to serve more than a single Unit which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.05, supra.

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Access Ways or Common Parcels adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article IX of this Declaration; any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwilling

placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and adjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4.03 - Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Access Ways or Common Parcels, except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Access Ways or Common Parcels, except as expressly provided in this Declaration. Any conveyance of the Access Ways or Common Parcels by Developer to the Association shall vest in the Association exclusively any riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Access Ways or Common Parcels, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Access Ways or Common Parcels shall not pass to the owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be a part of the Access Ways or Common Parcels and all rights therein shall inure to the benefit of the Association.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 5.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity, other than an Owner or Developer, may be a member of the Association; and a membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 5.02 - Voting. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any Lot. There shall be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting

co-owner with the secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 1983.

Section 5.03 - Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.01 - The Access Ways And Common Parcels. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to Developer in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Access Ways and Common Parcels and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 6.02 - Exterior Maintenance. In addition to maintenance of the Access Ways and Common Parcels the Association shall provide exterior maintenance upon each Lot subject to assessment hereunder, as follows: (1) repair, replace, and care for the roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas, walks, fences, and other exterior improvements installed by Developer and the replacements thereof; and (2) paint and repair exterior building surfaces of the Units. The Association's duty of exterior maintenance of Lots shall not include glass surfaces, replacement of exterior doors (but shall include routine periodic maintenance and repainting of such doors), or any trees, shrubs, lawns, or landscaped areas within an enclosed or semi-enclosed yard, patio, or entry area, except that the Association shall maintain any hedge and other landscaping, if any, installed by Developer along the boundary between any Lot, Access Way, Common Parcels, and adjacent property not within the Land and replacements thereof. Should any Owner neglect or fail to maintain any lawn or landscaped area on such Owner's Lot for which the Owner is responsible for maintenance, or neglect to maintain or replace any glass faces or exterior doors, then the Association may maintain, repair, or replace the same, as the case may be, at such Owner's expense; and the cost thereof shall be specially assessed against such Owner's Lot. In the event that the need for maintenance or repair is caused by the willful or negligent act of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitees or tenants, then the cost of such maintenance or repairs shall be added to and become a part of the assessment against that Owner's Lot.

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Section 6.03 - Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Unit, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 6.04 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Lot.

Section 6.05 - Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the By-Laws.

Section 6.06 - Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways, and Common Parcels, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6.07 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 6.08 - Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer, and except for personal property related to the maintenance of the Access Ways and Common Parcels, the Association may not authorize capital improvements to the Access Ways or Common Parcels without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Access Ways or Common Parcels, except for replacement or repair of those items installed by Developer and except for personal property related to the maintenance of the Access Ways or Common Parcels shall require the approval of two-thirds of the Owners.

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ARTICLE VII - COVENANT FOR ASSESSMENTS

Section 7.01 - Creation of a Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, which may consist of a general assessment and a reserve assessment as hereinafter defined; (2) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 7.02 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of the Access Ways and Common Parcels, and of the exteriors of the Lots (as herein provided), and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the exterior of each Lot, the Access Ways and the Common Parcels, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association, except a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder. To further effectuate the foregoing purposes, the Association shall levy an annual reserve assessment for the purpose of providing a reserve for future exterior maintenance upon each Lot which is subject to assessment hereunder, as such exterior maintenance is defined in Section 6.02, supra. The annual general assessment (which includes all costs, except a reserve for future exterior Lot maintenance) and the annual reserve assessment (which includes only a reserve for future exterior Lot maintenance) together shall comprise the "annual assessment" as such term is hereinafter used.

Section 7.03 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$1,800.00 per Lot, consisting of an annual reserve assessment of \$300.00 per Lot and an annual general assessment of \$1,500.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without vote of the membership of the Association.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may fix the annual assessment at an amount not in excess of the amounts set forth herein.

(d) The reserve assessment shall be segregated from the general assessment and shall not be used for current operating expenses.

Section 7.04 Special Assessments for Access Ways and Common Parcels Taxes. In the event local real property taxes in any given year are assessed to the Association as Owner of the Access Ways and Common Parcels (which, of course, assumes that the Association has acquired title to such from the Developer, which may or may not occur) in excess of the amount of \$500.00, then the amount of such excess may be specially assessed by the Board, in its discretion, against all Lots in the following manner: The amount of such excess shall be divided by the number of Lots within the Land, and the quotient thereof shall be the amount of such special assessment against each Lot. In the discretion of the Board, said special assessment may be payable in a lump sum within thirty (30) days after notice thereof, or the same may be amortized over such number of months as the Board deems advisable. The Board shall determine whether such assessment shall be levied, and the amount thereof within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment shall not be considered an increase in the annual assessment subject to the limitations of Section 7.03, supra.

Section 7.05 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.03 or Section 7.04 of this Article shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.06 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots. The requirement of uniformity hereby established shall not prevent assessments against specific Lots pursuant to any express provisions of this Declaration.

Section 7.07 - Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or the Articles of Incorporation or By-Laws, to the contrary, the annual assessment against any Lot in which Developer owns any interest shall, as long as there is Class "B" membership in the Association, be fixed by the Board annually in an amount not less than twenty five percent (25%), nor more than one hundred percent (100%), of the amount hereinabove established against Lots owned by the Class "A" members of the Association. Upon termination of the Class "B" membership in the Association as provided,

supra, the annual assessment against any Lot in which Developer owns any interest shall be twenty five percent (25%) of the amount established against Lots owned by Class "A" members of the Association, other than Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, shall be assessed at the same amount as is established for Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the execution of the rental agreement.

Section 7.08 - Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1982. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. Both annual and special assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 7.09 - Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 7.10 - Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.11 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof for the

purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 7.12 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 7.13 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, specifically including, but not limited to, the lien of Continental Bank referred to in the Joinder And Consent Of Mortgagee portion of this Declaration. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created herein. and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VIII - ARCHITECTURAL CONTROL

Section 8.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Units in the manner hereinafter provided.

Section 8.02 - Committee Authority. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the

provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 8.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved, or made by Developer, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color, and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. The Committee's approval shall not be required of any changes or alterations within an enclosed or semi-enclosed yard, patio, or entry area and screened from view; provided, however, it is expressly intended that any trees or shrubs capable of attaining a height in excess of the walls, fencing, or shrubbery, as the case may be, installed by Developer shall be subject to Committee approval. No Owner shall undertake any exterior maintenance of his Lot which is the duty of the Association, as hereinabove provided, without the prior approval of the Committee. No exterior door or glass surface shall be replaced by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Access Ways or Common Parcels without the Committee's prior approval unless the same is within an enclosed or semi-enclosed yard, patio, or entry area and screened from view. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 8.04 - Procedure. As is set forth in Section 8.02, *supra*, the Committee may, from time to time, adopt, promulgate, rescind, amend, and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself, the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to

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the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 8.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Land; (b) shall protect and conserve the value and desirability of the Land as a residential community; (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 8.06 - Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE IX - PARTY WALLS

Section 9.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.02 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 9.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 9.04 - Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.05 - Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 9.06 - Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent

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jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE X - REMEDIES

Section 10.01 - Violations. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing, or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XI - ANNEXATION

Section 11.01 - Annexation of Additional Property. Annexation of additional real property shall require the agreement of two-thirds of each class of members of the Association at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds of the membership are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

ARTICLE XII - MISCELLANEOUS

Section 12.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 12.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or sections of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved

by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 12.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;

(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;

(c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

(d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and

(e) With the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section.

Section 12.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land.

Section 12.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 12.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed,

modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 6.01, supra, with reference to the Common Parcels.

Section 12.06 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, the Association, or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate the Covenants; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 12.06 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 12.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or Court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: Post Office Box 1675
Palm Harbor, Florida 33563

Section 12.09 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

IN WITNESS WHEREOF, Developer, P-1179, Ltd., a Florida limited partnership, has caused this instrument to be duly executed, all as of the 16th day of December 1981.

Signed, sealed and delivered P-1179, Ltd., a Florida limited partnership in our presence:

By Allan R. Rutberg
Allan R. Rutberg as one of
the three General Partners

As to Allan R. Rutberg

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By MUBEN REALTY COMPANY, a New Jersey corporation, as one of the three General Partners

[Signature]
[Signature]
 As to Muben Realty Company

By A. George Newman
 As its Vice President
 Attest [Signature]
 As its ASSISTANT SECRETARY

(Corporate Seal)

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of December, 1981, by Allan R. Rutberg, one of the three General Partners of P-1179, Ltd., a Florida limited partnership, on behalf of the Partnership.

[Signature]
 Notary Public, State and County aforesaid
 My commission expires: March 3, 1985

STATE OF NEW JERSEY
 COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 4th day of January, 1982, by A. George Newman and [Signature], as Vice President and ASSISTANT SECRETARY, respectively, of Muben Realty Company, a New Jersey corporation, and one of the three General Partners of P-1179, Ltd., a Florida limited partnership, on behalf of the corporation and of the Partnership.

[Signature]
 Notary Public, State and County aforesaid
 My commission expires: _____

MARYANN DISAMONTE
 Notary Public, New Jersey
 My Comm. Exp. September 5, 1984

JOINDER AND CONSENT OF MORTGAGEE

Continental Bank, a Pennsylvania banking corporation, the owner and holder of a Mortgage from the Developer encumbering, inter alia, the Land, being that certain Mortgage dated January 7, 1980, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 4967, Page 662, said Mortgage having been re-executed and rerecorded in Official Records Volume 5038, Page 851 hereby consents to the imposition by the Developer of the foregoing Declaration Of Covenants And Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Continental Bank has caused this Joinder And Consent Of Mortgagee to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 20th day of JANUARY, 1982.

Signed, sealed and delivered in the presence of:

Continental Bank, a Pennsylvania banking corporation

By: [Signature]

As its Vice President

Attest: [Signature]

As its Vice President

(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 1982, by SCOTT R. BELLAH and GEORGE K. HARRISON, as Vice Pres. and Vice Pres., respectively, of Continental Bank, a Pennsylvania banking corporation, on behalf of the corporation.

[Signature]
Notary Public, Commonwealth and County aforesaid

My Commission expires:

HELEN M. KATZ

Notary Public, Phila. Bk. Co.
My Commission Expires Oct. 6, 1984

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Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33602

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A**

WHEREAS, Quail Forest Cluster Homes Unit One-A is a platted subdivision in Pinellas County, appearing in Plat Book 83, Page 65 and is subject to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A as recorded in Official Records Book 5203, Page 705, et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, Article XII, Section 12.03 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A provides that the Developer reserved and had the sole and exclusive right with the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII of the Declaration may not be amended or altered pursuant to said section; and

WHEREAS, Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A provides that the Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer, by any part or sections of the Covenants or under the provisions of the Plat. This section of said Declaration of Covenants and Restrictions further provides that if at any time thereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions thereof, the same shall be vested in and be exercised by a Committee to be elected or appointed by the owners of a majority of the Lots; and

WHEREAS, after diligent search and inquiry, it has been determined that there is no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions of said Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A; and

WHEREAS, a Committee has been elected by the owners of a majority of the Lots pursuant to the terms of Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A; and

WHEREAS, the Committee formed pursuant to Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A has assumed the rights, by powers, easements, privileges, authorities and reservations given to or reserved by the Developer pursuant to Article XII, Section 12.03; and

WHEREAS, those persons owning seventy-five percent (75%) or more of the Lots have consented to amend or alter the Covenants at the annual meeting of the members of the Quail Forest Cluster Homes Improvement Association Unit One, Inc. held March 24, 2004 and reconvened to May 4,

**Certificate of Amendment to the Declaration of Covenants and Restrictions
For Quail Forest Cluster Homes Unit One-A**

2004 in accordance with the Bylaws of said Association. Therefore, we, ROBERT BOYTON, President and MARILYN HERBST, Treasurer of Quail Forest Cluster Homes Improvement Association Unit One, Inc., hereby certify that the following amendment to the Declaration of Covenants and Restrictions was approved:

Section 12.03 of the Declaration of Covenants and Restrictions is amended to read as follows:

Section 12.03 – Developer's Rights. ~~Developer reserves and shall have the sole and exclusive right:~~

~~(a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;~~

~~(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;~~

~~(c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.~~

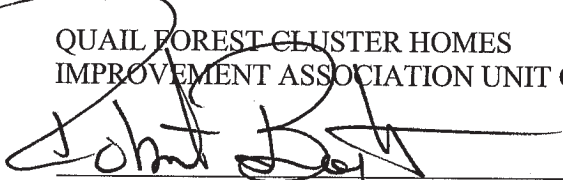
~~(d) To release any Lot from any part of the Covenants which have been violated if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and~~

(e) The Association may With upon the consent vote of the person then owning seventy-five percent (75%) or more of the Lots votes cast at a meeting of the Members where a quorum is represented in person or by proxy to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section.

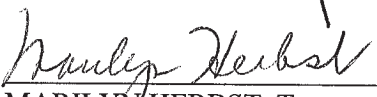
CODING: The full text to the amended is stated. New words to be inserted are double-underlined. Deleted text is stricken through.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 28th day of June, 2004 at Clearwater, Pinellas County, Florida.

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.



ROBERT BOYTON, President



MARILYN HERBST, Treasurer

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross Gardner Warren & Rudy, P.A.
Post Office Box 3913
Tampa, FL 33602

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004279832 07/12/2004 at 03:18 PM
OFF REC BK: 13698 PG: 548-550
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-B**

WHEREAS, Quail Forest Cluster Homes Unit One-B is a platted subdivision in Pinellas County, appearing in Plat Book 83, Page 65 and is subject to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B as recorded in Official Records Book 5305, Page 221, et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, Article XII, Section 12.03 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B provides that the Developer reserved and had the sole and exclusive right with the consent of the persons then owning seventy-five percent (75%) or more of the Lots, to amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII of the Declaration may not be amended or altered pursuant to said section; and

WHEREAS, Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B provides that the Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer, by any part or sections of the Covenants or under the provisions of the Plat. This section of said Declaration of Covenants and Restrictions further provides that if at any time thereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions thereof, the same shall be vested in and be exercised by a Committee to be elected or appointed by the owners of a majority of the Lots; and

WHEREAS, after diligent search and inquiry, it has been determined that there is no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions of said Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B; and

WHEREAS, a Committee has been elected by the owners of a majority of the Lots pursuant to the terms of Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B; and

WHEREAS, the Committee formed pursuant to Article XII, Section 12.02 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B has assumed the rights, by powers, easements, privileges, authorities and reservations given to or reserved by the Developer pursuant to Article XII, Section 12.03; and

WHEREAS, those persons owning seventy-five percent (75%) or more of the Lots have consented to amend or alter the Covenants at the annual meeting of the members of the Quail Forest Cluster Homes Improvement Association Unit One, Inc. held March 24, 2004 and reconvened to May 4,

**Certificate of Amendment to the Declaration of Covenants and Restrictions
For Quail Forest Cluster Homes Unit One-B**

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this 28th day of June, 2004 before me personally appeared ROBERT BOYTON, as President and MARILYN HERBST, Treasurer of Quail Forest Cluster Homes Improvement Association Unit One, Inc., and after being duly sworn, under oath, severally acknowledged, executing the same and under the authority duly vested in them by said corporation and that the Seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the county and state last aforesaid, this 28th day of June, 2004.

(SEAL)

Anita A. Laudato
NOTARY PUBLIC, State of Florida
My Commission Expires: 6-20-05

317846.5



Anita A. Laudato
Commission # DD 023357
Expires June 20, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Return to:

Brian P. Buxton
Qualified Property Management, Inc.
1301 Seminole Blvd. Ste. 110
Largo, Florida 33770

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2013186809 06/07/2013 at 04:17 PM
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENTS AND
RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants And Restrictions for Quail Forest Cluster Homes Unit One-A, as appearing in Plat Book 83, Page 65 and as described in Official Records Book 5203, Page 705, et seq. of the Public Records of Pinellas County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 6th day of June, 2013, at Clearwater, Pinellas County, Florida.

By: [Signature]
Donald Brown, President

Attest: [Signature]
Lorrie Krieger, Secretary
NANCY E. WATHEN, as Acting Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The forgoing instrument was acknowledged before me this 6th day of June, 2013, by Donald Brown as President and Lorrie Krieger as Secretary of Quail Forest Cluster Homes Unit One-A, on behalf of the Home Owners Association, who [X] is/are personally known to me or [] has/have produced a driver's license as identification.

[Signature]
Notary Public -- State of Florida
Printed Name: Dena Lee Kennedy
Commission Expires: 8/25/2015
(Seal)



**PROPOSED AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
QUAIL FOREST CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT ONE, INC.**

I. Article II, Section 2.37 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A, is created to read as follows:

Section 2.37 – Restriction Upon Leasing. No Lot or Unit may be rented or leased during the first one year of ownership of that Lot or Unit by the Owner. For purposes of this section, a Lot or Unit is deemed to be rented or leased when it is occupied for residential purposes by a person other than the Owner who is not then residing with the Owner, while the Owner resides elsewhere.

CODING: Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.

Prepared by and return to:

Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33602
(813) 204-6492
(813) 223-9620 fax

Recorded Electronically	
ID	2015087623
County	PINELLAS
Date	3-31-15
Time	10:52pm
Simplifile.com 800.460.5657	

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Page 521

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**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
QUAIL FOREST CLUSTER HOMES, UNIT ONE-B**

WHEREAS, Quail Forest Cluster Homes Unit One-B is a platted subdivision in Pinellas County, appearing in Plat Book 83, Page 65 of the Public Records of Pinellas County, Florida, and is subject to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A as recorded in Official Records Book 5305, Page 221, et seq. of the Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, Article XII, Section 12.03, subsection (e) of the Declaration provides that Quail Forest Cluster Homes Improvement Association Unit One, Inc. may, upon the affirmative vote of seventy-five percent (75%) or more of the votes cast at a meeting of the Members where a quorum is represented in person or by proxy, amend or alter the Declaration and any parts thereof in any other respects.

NOW, THEREFORE, we, NANCY WATHEN, as President, and MARILYN HERBST, as Secretary, of Quail Forest Cluster Homes Improvement Association Unit One, Inc., do hereby certify that in accordance with Article XII, Section 12.03 of the Declaration, the following amendments to Article II, Sections 2.06 and 2.38 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B was approved at the annual membership meeting held on March 18, 2015, upon the affirmative vote of seventy-five percent (75%) or more of the votes cast in person or by proxy at which a quorum was represented:

II. Article II, Section 2.06 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B is hereby created to read as follows:

Section 2.06 – Vehicular Parking. No wheeled vehicles of any kind (except bicycles, tricycles, and similar non-motorized wheeled vehicles) and no boats may be kept or parked on the Lot, except that private automobiles of the occupants of the Unit bearing no commercial signs may be parked in the designated parking area on the Lot and except also that private automobiles of guests of the occupants of the Unit may

be parked in such parking area, and except further that other vehicles may be parked in such parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. No private automobiles may be so parked as aforesaid if such automobile exceeds the designated dimensions of the designated parking area. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment, after notice has been provided to the owner of the vehicle as set forth below. This notice shall be placed in a conspicuous position on the vehicle and shall specify the time and date of the notice, the nature of the violation and a warning that if the vehicle is not removed from its current location within twenty-four (24) hours from the time and date of the notice, the Association or its agent shall tow the vehicle. If a vehicle is parked in a fire lane, blocking another vehicle, or otherwise creates a hazardous condition, as determined by the Board of Directors in its sole discretion, no notice shall be required and the Association or its agent may tow a vehicle immediately. Neither the Association nor its agent shall be responsible to any vehicle unit owner for the failure of said vehicle unit owner to observe the notice prior to the expiration of the twenty-four (24) hour period. The following is a non-exclusive list of violations which may justify the removal of a vehicle from the neighborhood by way of towing: (1) an unregistered vehicle with the State or the Association; (2) a disabled vehicle (meaning any vehicle that cannot operate on its own power, has a flat tire, broken window, substantial body damage, expired state registration, no visible tag or is otherwise not fit to be lawfully driven on the roadways of the State of Florida); (3) a vehicle blocking another unit owner's safe ingress and egress from his or her Lot, sidewalk, walkway, entrance or exit; or (4) a vehicle parked on any landscaped area within the Land. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

II. Article II, Section 2.38 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B is hereby created to read as follows:

Section 2.38 – Restriction Upon Ownership. No person, family member of that person, or any other person related by blood, adoption or marriage to an Owner shall own more than ten percent (10%) of the total number of Lots. No non-natural person, such as a corporation, limited partnership or trust may own more than ten percent (10%) of the total number of Lots and no person may have an interest in more than ten percent (10%) of the total number of Lots titled in a non-natural person, such as a corporation, limited partnership or trust. No Owner or any other person related by blood, adoption or marriage to an Owner who owns ten percent (10%) or more of the total number of Lots, as of the date of the recording of this amendment, may acquire title to an additional Lot for as long as he or she or any person related by blood, adoption or marriage to that Owner who owns ten percent (10%) or more of the total number of Lots. Any non-natural person, such as a corporation, limited

partnership or trusts or any person with an interest in any non-natural person that owns ten percent (10%) or more of the total number of Lots may not acquire title to an additional Lot for as long as the non-natural person or person having an interest in a non-natural person owns ten percent (10%) or more of the total number of Lots. This Section 2.38 shall not apply to any Institutional Mortgagee acquiring title to a Lot as a result of a foreclosure or a deed in lieu of foreclosure.

CODING: Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.

[OFFICERS' SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in
the presence of:

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT
ONE, INC.

Print name: NANCY WATHEN

By: Nancy Wathen, Pres.
Nancy Wathen, as President 3/24/15

Print name: MARILYN HERBST

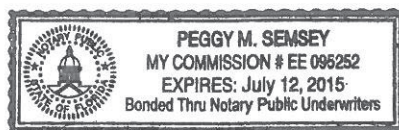
ATTEST:
By: Marilyn Herbst Sec
Marilyn Herbst, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 24th day of March, 2015, by Nancy Wathen and Marilyn Herbst, as President and Secretary, respectively, of Quail Forest Cluster Homes Improvement Association Unit One, Inc., who are personally known to me or have produced N/A as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Article II, Sections 2.06 and 2.38 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-B, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 24th day of March, 2015,

Peggy M. Semsey
NOTARY PUBLIC, State of Florida
My Commission Expires:



Prepared by and returned to:

Becker & Poliakoff, P.A.
Steven H. Mezer, Esquire
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33614

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR QUAIL FOREST CLUSTER
HOMES UNIT ONE-A**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A (the "Amendment"), is made this 26th day of March, 2020 by QUAIL FOREST CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT ONE, INC., a Florida corporation not for profit (the "Association").

RECITALS

WHEREAS, certain Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A (the "Declaration"), recorded in Official Records Book 5203, Page 705, *et seq.*, of the Public Records of Pinellas County, Florida; and

WHEREAS, Article XII, Section 12.03, subsection (e) of the Declaration provides that Quail Forest Cluster Homes Improvement Association Unit One, Inc., may, upon the vote of seventy-five percent (75%) or more of the votes cast at a meeting of the Members where a quorum is represented in person or by proxy, amend or alter the Covenants and any parts thereof in any other respects, except that the provisions of Article VII, supra, may not be amended or altered under the provisions of this section; and

NOW THEREFORE, Alex Dalessandro, President and , Eleanor Cicerchi as Secretary of Quail Forest Cluster Homes Unit One, Inc., do hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A have been approved at the annual meeting of the members held on March 17, 2020 where a quorum was represented in person or by proxy by the affirmative vote of seventy-five (75%) of the votes cast:

General Provisions. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the definitions for such terms as provided in the Declaration.

(Where applicable, the following "~~strike through~~" text will be deleted and the following new text will be added "underscoring").

Amendment No. 1: Article 2, Section 2.33 of the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A is amended to read as follows:

Section 2.33 – Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance insuring his Unit for its full insurable value, which insurance shall include public liability, shall designate the Association as a ~~co-insured~~ co-interest thereunder, and shall be charged to and paid by the Owner obtaining same. All Owners shall be required to keep said

(CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR QUAIL FOREST CLUSTER HOMES UNIT ONE-A)

coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his unit in accordance with the provisions hereof, or evidence of such, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

IN WITNESS WHEREOF, Association has executed this Amendment on behalf of the Association this 26th day of March, 2020.

WITNESSES:

(TWO)

[Signature]
Signature
THOMAS K. LANG
Printed Name

[Signature]
Signature
THOMAS K. LANG
Printed Name

QUAIL FOREST CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT ONE, INC.

BY: [Signature]
Alex Dalessandro, President

Date: 3-26-20

ATTEST: [Signature]
Eleanor Cicerchi, Secretary

Date: 3/26/20

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 26 day of MARCH 2020, by Alex Dalessandro and Eleanor Cicerchi, as President and Secretary, respectively, of Quail Forest Cluster Homes Improvement Association Unit One, Inc., a Florida Corporation, on behalf of the corporation, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants and Restrictions for Quail Forest Cluster Homes Unit One-A, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26 day of MARCH, 2020.

[Signature]
Notary Public, State of Florida
My Commission Expires:

