

Bayside Key Homeowner's Association

Declaration of Covenants, Conditions and Restrictions of Bayside Key

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DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS OF BAYSIDE KEY

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

This instrument prepared by and
after recording should be returned to:

James Mancuso, Esquire
615 Fox Hunt Circle
Longwood, Florida 32750

Nancy Mercer
FIDELITY NATIONAL TITLE INS. CO.
SOUTH TAMPA DIVISION
5810 WEST CYPRESS STREET SUITE E
TAMPA, FLORIDA 33607
(813) 289-9777 / 281-2605 (FAX)

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BAYSIDE KEY**

THIS DECLARATION, is made and entered into this 14 day of OCTOBER 1994 by Pulte Home Corporation, a Michigan corporation authorized to transact business in the State of Florida, hereinafter referred to as "Declarant".

RECITALS:

A. Declarant is the owner of certain property in the County of Hillsborough, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

B. Declarant intends to develop the Property into a community to be known as Bayside Key.

C. At the time of the recordation of the plat for Bayside Key, Declarant shall encumber the Property with these covenants and restrictions and be bound to these regulations and other Governing Documents (as hereinafter defined).

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Bayside Key Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean and refer to every person or entity who is an Owner, as hereinabove described, and in being such an Owner comprises the Membership of the Association.

Section 4. "Property" or "Properties" shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and those areas dedicated to Hillsborough County, Florida, easements, and party walls which the Declarant has elected to maintain. The Common Areas to be owned by the Association at the time of conveyance of the first Lot are described as follows:

Tracts A, B, and C of Bayside Key, according to the Plat thereof, as recorded in Plat Book 75, Page# 4 through — inclusive, Public Records of Hillsborough County, Florida.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to Pulte Home Corporation, a Michigan corporation authorized to transact business in the State of Florida, and its successors and assigns. The Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed the Declarant and may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Bayside Key.

Section 9. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code and operated, maintained and managed in a manner consistent with any applicable Southwest Florida Water Management District permit (the "Permit").

Section 10. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 11. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

Section 12. "Undeveloped Parcel" shall mean and refer to that certain real property described on Exhibit "B" attached hereto and by this reference made a part hereof, which is presently an unimproved and undeveloped parcel of land that the Developer may, but is not obligated to, develop, improve and, by annexation, subject to this Declaration.

Section 13. "Governing Documents" shall mean and collectively refer to the Declaration and the Articles of Incorporation and Bylaws of the Association.

ARTICLE II **PROPERTY RIGHTS**

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

(a) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer approved by two thirds (2/3) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for

installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other utilities or means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to the Declaration, including but not limited to, the functions of the Association contained in Article V hereof. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 8. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) any private streets, sidewalks, access ways, and parking areas constructed on the Common Areas from time to time; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the private streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either

designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 9. Lot Line Encroachments. Certain dwellings and other Improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, gutters or fences, may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line (as well as that portion of the adjoining Lot or Common Area subject to such encroachment) between the Lot upon which said dwelling is located and either an adjoining Lot or a portion of the Common Area. In all such cases, said adjoining Lot or portion of the Common Area shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching Improvement, including meter reading. All of such Improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section unreasonably interfere with the use of the Lot subject to same.

Section 10. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, 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 by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or
- (b) the date exactly six (6) years after the recording of this Declaration; or
- (c) At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Declarant and the Association reserve the right to add or cause to be added other real property, not now included within the Property to the Property, and such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation Without Association Approval. The Declarant may from time to time within six (6) years of the date of this Declaration bring, in whole or in part, the Undeveloped Parcel under the provisions hereof by recorded supplemental declarations which shall not require the consent of the existing Owners or the Association, or any mortgagee, or the Federal Housing Administration and the Veterans Administration as long as the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general development plan heretofore approved by this Declaration. Nothing herein, however, shall prevent the Declarant from adding additional or other property to the Property under such common scheme.

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Hillsborough County, Florida of an amendment or supplement hereto properly executed by the Declarant and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall

be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel.

Section 4. Additions or Modifications. Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Undeveloped Parcel, which is the subject of such amendments or supplements to the Declaration, and are not inconsistent with the scheme of this Declaration, as determined by the Declarant. Further, such amendments or supplements to the Declaration may contain provisions relating to such Undeveloped Parcel, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such Property and pertaining to all or part of such Undeveloped Parcel to the exclusion of other portions of the Property.

Section 5. Other Annexation of Property. Land, other than land annexed in accordance with section 3 of this Article, may be annexed to the Property with the consent of two-thirds (2/3rds) of each class of Member of the Association and with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Hillsborough County.

Section 6. Platting. As long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

Section 7. Amendment. As long as there is a Class B membership, the provisions of this Article cannot be amended without the written consent of the Declarant, and any amendment of this Article without the written consent of the Declarant shall be deemed null and void.

Section 8. Recordation. Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement to this Declaration in the Official Records of Hillsborough County, Florida, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

Section 9. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's rights or ability to merge with any other association as the Board may feel is in the best interests of the Association and its Members. Upon a merger or consolidation of the Association with another association, all Common Area, rights and

obligations shall by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

ARTICLE V FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors (hereinafter the "Board"); the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specified in the Association Articles or Bylaws, the Association, or its management company if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- A. All painting and maintenance of the Common Area, and all improvements thereon, as and when deemed necessary by the Board.
- B. Maintenance and care for all landscaped areas within the Common Area and Lots, including but not limited to, as applicable, the front yards, side yards, court yards (if any) and garden areas (if any), of each Lot, including but not limited to, lawns, trees, shrubs, hedges, bushes, and plantings, if any, and including irrigation of all portions of each Lot, and maintenance of irrigation equipment and facilities within each Lot. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the extent of Lot maintenance and the time of day or night that various portions of the Common Area and the Lots will be irrigated.
- C. Maintenance of any and all streets, roads, parking areas, sidewalks, lead walks, paths and entry features, road and Lot drainage, including curbs, gutters, storm sewers and swales, located throughout the Common Area or within any portions of the Property which may now or hereafter be dedicated to the public or to any governmental body.

D. Payment of ad valorem and commercial personal property taxes, if applicable, with respect to the Common Area, both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes prior to conveyance of legal title is fair in light of the Members' use and benefit of such property by virtue of easements created herein.

E. Operation of the Common Area in accordance with the Rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Association.

★ F. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Association Articles or Bylaws.

G. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

H. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

I. Acceptance of any instrument of conveyance with respect to any Common Area delivered to the Association.

Section 3. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Lighting of roads, sidewalks, walks and paths throughout the Property;

B. Fire protection and prevention;

C. Garbage and trash collection and disposal;

D. Conducting recreation, sport, craft and cultural programs of interest to Owners, including their families, tenants, guests and invitees;

E. Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse;

- F. Maintenance of electronic and other surveillance devices;
- G. Installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property;
- H. Such other services as are authorized in the Association Articles or Bylaws;
- I. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;
- J. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project, including, but not limited to party wall repairs as stated in Article VI hereof.

Section 4. Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Project. An easement is hereby created over the Common Area in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the Southwest Florida Water Management District and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the Property including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association.

Section 5. Irrigation System. A non-exclusive easement is hereby created over the applicable and necessary portions of the Common Area and the Lots in favor of the Association, including its agents or other designees, for the installation and maintenance of the irrigation system for the Property; provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authority from time to time, and provided that such easement shall not unreasonably interfere with the Declarant's or any Owner's (including their respective agents or other designees) intended or permitted use of the Common Area and/or the Lots.

Section 6. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time.

ARTICLE VI **PRIVACY WALLS**

Section 1. Privacy Wall. The Declarant may construct privacy walls or fences within the Property ("Privacy Wall(s)"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Privacy Walls. The Association shall be responsible for the maintenance of Privacy Walls situated on their respective Lot or Lots.

Section 3. Easement for Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant or the Association, or their agents, as provided herein, may occur without notice and shall not be deemed a trespass.

ARTICLE VII **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, 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; (2) special assessments for capital improvements; and (3) assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System. All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and

reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way areas adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Twelve Hundred and 00/100 Dollars (\$1200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by five percent (5%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than five percent (5%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Privacy Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least a 2/3rds vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the

Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect to pay twenty-five percent (25%) of the annual assessment on each such unoccupied Lot. Should Declarant so elect to pay this reduced assessment, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. This obligation of the Declarant shall hereinafter be referred to as the Declarant's "Deficiency Obligation". Irrespective of any election on the part of the Declarant, any dwelling located on any lot owned by the Declarant which is occupied shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each lot owned by the Declarant at the time said revocation is presented to the Association.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title; the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or

hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby; provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 10. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created

ARTICLE VIII ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX USE RESTRICTIONS

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all common areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one single-family dwelling and ancillary residential structures approved by the Board.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property, except under the limited provisions set forth hereafter. Owners are discouraged from any outside drying or hanging of laundry on a Lot. If any Owner does proceed with outside drying or hanging of laundry, such activity shall be restricted to the rear yard of the Lot, which

must be enclosed by wall or privacy fence. Further, such drying or hanging of laundry shall be fully concealed so as not to be visible from outside the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use.

Section 5. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. The Association will approve an outside antenna, antenna pole, antenna mast, satellite television reception device, electronic device, antenna tower or citizens' band (CB) or amateur band (HAM) antenna only if it is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

Section 6. Games and Play Structures. All game and play structures shall be located at the side or rear of the improvement, or on the inside portion of the corner Lots within the set back lines. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the improvement constructed thereon.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type, construction, and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 9. Common Area. Nothing shall be stored, constructed within or removed from any Common Area other than by the Declarant, except with the prior written approval of the Board of Directors.

Section 10. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 11. Surface Water/Stormwater Management System.

- (a) The Association shall operate, maintain and manage the surface water or stormwater management system(s), denoted on the Plat of the Property in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall be required to assist in the monitoring and successful establishment of the Mitigation Areas, if any, to the extent that the activities of the Association do not conflict with the terms of the Permit, and as further defined below. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the Southwest Florida Water Management District.
- (b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, Hillsborough County, and the Southwest Florida Water Management District.
- (c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Hillsborough County, or the Southwest Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Association, the Southwest Florida Water Management District, Hillsborough County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
- (d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System that have been or may be created by easement without the prior written consent of the Association, Hillsborough County, and the Southwest Florida Water Management District.
- (e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater

Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the Southwest Florida Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

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

(g) The covenants and restrictions regarding the Surface Water/Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Hillsborough County or the Southwest Florida Water Management District will maintain as part of their governmental obligation, agreement with the Declarant, or as provided in any permits or ordinances.

Section 12. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The Association or the Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 13. Signs. No signs, except a "for sale" sign not exceeding four square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 14. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas

tanks shall be allowed without the express written consent of the Board of Directors and the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 15. Vehicles and Recreational Equipment. No truck or commercial vehicle, (except police or other governmental automobiles), mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot. For the purposes of this rule the following definitions shall apply:

(a) "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a truck. "Pick-up trucks" with a cargo capacity of one ton or less shall be permitted on the Property.

(b) "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial marking, signs, displays, or otherwise indicates a commercial use. Commercial Vehicles shall not include regular passenger automobiles or permitted pick-up trucks that have commercial markings, signs, or logos, if used for transportation to and from work.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant.

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 if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion 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.

Section 16. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within two (2) hours from its immobilization or the vehicle must be removed.

Section 17. Prohibited Structures. No structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Property at any time without the express written permission of the Association or Board of Directors.

Section 18. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final.

Section 19. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be paid for by the Owner as a Special Assessment as provided in Article VII. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 20. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the Association. However, once the Association promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Association modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the Association.

Section 21. Common Area. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the Association.

- (a) No activities constituting a nuisance shall be conducted upon any Common Area.
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Association.
- (d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.
- (e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 22. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in

accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 23. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

Section 24. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Article by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Declarant or Association for each day a violation continues after notification by the Declarant or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Special Assessment as provided in Article VII.

Section 25. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 26. Rights of Declarant. Notwithstanding anything in this Article to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE X ENFORCEMENT OF NONMONETARY DEFAULTS

Section 1. Nonmonetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the

provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the violation is not capable of being cured within the seven (7) day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

Section 2. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Special Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association and collectible as any other Special Assessment under this Article or Article VII.

Section 3. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of ten percent (10%) per annum.

Section 4. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

Section 5. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6. Enforcement By or Against the Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Section 7. Certificate as to Default. Upon request by any Member, or Owner, or mortgagee holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI

INDEMNIFICATION

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonable entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board of Directors, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owners' association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3rds) vote of each class of members in the Association, provided, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest. The foregoing sentence may not be amended. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the foregoing paragraph, the Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veteran's Administration, or Federal National Mortgage Association. As long as there is Class B membership, as that term is defined in Article III Section 2 hereof, the Federal Housing Administration or Veterans Administration must approve any amendment to this Declaration other than those to correct scrivener's errors or clarify any ambiguities herein.

The Declarant shall have the right at any time within six (6) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, MUST HAVE THE PRIOR APPROVAL OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

Section 6. Communication. All communication from individual Owners to the Declarant, its successors or assigns; the Board of Directors of the Association; or any Officer of the Association shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

Section 10. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Hillsborough County, Florida.

Section 11. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration (the "FHA") or the Veterans Administration (the "VA"); annexation of additional properties, mergers and consolidations; dedication of Common Areas; mortgaging of Common Areas; and amendment of this Declaration. FHA or VA approval is also required for any amendments of the Association's Bylaws, the Articles of Incorporation or in the event of the Association's dissolution.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.

WITNESSES:

PULTE HOME CORPORATION, a Michigan corporation, authorized to transact business in the State of Florida

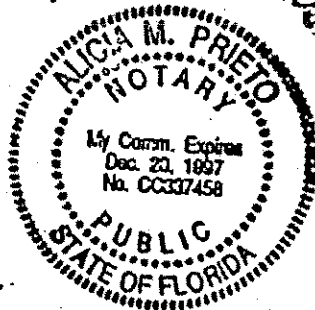
Witness
Name: V. E. HUEY
Address: _____

By: [Signature]
Print name: SCOTT GRIFFITH
Its: Attorney-in-Fact
12973 Telecom Parkway N.
Tampa, Florida 33637

Witness
Name: [Signature]
Address: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of Oct. by R. Scott Griffith, as Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation authorized to transact business in the State of Florida. He is personally known to me and did not take an oath.



[Signature]
Signature of Notary Public
ALICIA M. PRIETO
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: 12-20-97

BAYSIDE KEY PHASE I

OFF. REC. 7561 PM 1602

A portion of Section 34, Township 28 South, Range 17 East, Hillsborough County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 34; thence S.88°59'42"E., along the Northerly boundary line of the Southwest 1/4 of said Section 34, 279.79 feet the Southerly right-of-way line of Hillsborough Avenue (State Road 580); thence S.54°14'00"E., 1313.86 feet along said right-of-way line to the Easterly right-of-way line of Longboat Boulevard East; thence S.35°46'00"W., 232.51 feet along said Easterly right-of-way line to the POINT OF BEGINNING; thence S.54°14'00"E., 262.49 feet; thence S.35°46'00"W., 237.00 feet; thence S.54°14'00"E., 61.00 feet; thence S.35°46'00"W., 78.00 feet; thence S.54°14'00"E., 156.50 feet; thence S.35°46'00"W., 184.07 feet; thence S.00°46'56"W., 289.14 feet; thence N.89°13'04"W., 8.10 feet; thence S.75°45'45"W., 106.96 feet; thence S.46°43'52"W., 69.83 feet; thence S.18°15'56"W., 68.79 feet; thence S.08°52'11"E., 66.45 feet; thence S.04°23'39"E., 61.28 feet; thence S.06°11'55"W., 74.49 feet; thence S.00°32'35"W., 65.22 feet; thence S.12°21'29"E., 63.61 feet; thence S.76°55'45"W., 21.12 feet to the said Easterly right-of-way line of Longboat Boulevard East; thence along said Easterly right-of-way line the following two(2) courses and three(3) curves:

Northwesterly 154.57 feet along the arc of a non-tangent curve concave to the Southwest having a radius of 609.16 feet through a central angle of 14°32'20" (chord bears N.20°20'27"W., 154.16 feet); thence N.27°36'36"W., 100.04 feet to the beginning of a curve concave to the East having a radius of 505.17 feet; thence Northwesterly 279.54 feet along said curve through a central angle of 31°42'20" (chord bears N.11°45'27"W., 275.99 feet); thence N.04°05'42"E., to the beginning of a curve concave to the East having a radius of 1078.16 feet; thence Northeasterly 595.98 feet along said curve through a central angle of 31°40'18" (chord bears N.19°55'51"E., 588.42 feet); thence N.35°46'00"E., 35.49 feet to the POINT OF BEGINNING.

LESS a parcel of land (Lift Station) as recorded in O.R. Book 3951, on Page 199 of the Public Records of Hillsborough County, Florida, as Described as follows:

COMMENCE at the West 1/4 corner of said Section 34 and run S.88°59'42"E., along the East / West centerline of said Section 34, a distance of 279.79 feet to a point intersecting the Southwesterly right-of-way line of Hillsborough Avenue (State Road 580, 100.00 feet right-of-way); thence run S.54°14'00"E., along said right-of-way line, a distance of 1313.86 feet to a point intersecting the Easterly right-of-way line of Longboat Boulevard; leaving said right-of-way line and remaining with said right-of-way line of Longboat Boulevard, run the following courses:

S.35°46'00"W., a distance of 268.00 feet to the P.C. of a curve; thence run Southerly along the arc of a curve to the left, a distance of 595.98 feet to the P.T., said curve having a radius of 1078.16 feet, a delta of 31°40'18", a chord of 588.42 feet bearing S.19°55'51"W.; thence run S.04°05'42"W., a distance of 362.49 feet to the P.C. of a curve; thence run Southerly along the arc of a curve to the left, a distance of 279.54 feet to the P.T., said curve having a radius of 505.17 feet, a delta of 31°42'18", a chord of 275.99 feet, bearing S.11°45'27"E.; thence run S.27°36'38"E., a distance of 100.04 feet to the P.C. of a curve; thence run Southerly along the arc of a curve segment to the right, a distance of 125.01 feet to a P.O.C., said curve having a radius of 609.16 feet, a delta of 11°45'29", a chord of 124.79 feet, bearing S.21°43'52"E., said P.O.C. also being the POINT OF BEGINNING:

Leaving said right-of-way line, run N.72°40'20"E., a distance of 10.56 feet to a point; thence run N.74°03'37"E., a distance of 11.40 feet to a point; thence run S.15°19'21"E., a distance of 29.32 feet to a point; thence run S.75°16'36"W., a distance of 22.36 feet to a P.O.C. on the aforementioned right-of-way line; thence run Northerly along the arc of a curve segment to the left, along said right-of-way line, a distance of 28.60 feet to a P.O.C., said curve segment having a radius of 609.16 feet, a delta of 02°41'25", a chord of 28.60 feet, bearing N.14°30'25"W., said P.O.C. also being the Point of Beginning.

Containing 7.95 acres more or less.

BAYSIDE KEY PHASE II

A portion of Section 34, Township 28 South, Range 17 East, Hillsborough County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 34; thence S.88°59'42"E., along the Northerly boundary line of the Southwest 1/4 of said Section 34, 279.79 feet to the Southerly right-of-way line of Hillsborough Avenue (State Road 580); thence S.54°14'00"E., 1313.86 feet along said right-of-way line to the point of intersection with the Easterly right-of-way line of Longboat Boulevard East being the POINT OF BEGINNING; thence S.54°14'00"E., 480.00 feet along said Southerly right-of-way line; thence South 35°46'00"W., 547.50 feet to a point on the boundary line of BAYSIDE Key Phase I, as recorded in Plat Book _____, Page _____, of the Public Records of said County; thence along said boundary line the following five (5) courses:

N.54°14'00"W., 156.50 feet; thence N.35°46'00"E., 78.00 feet; thence N.54°14'00"W., 61.00 feet; thence N.35°16'00"E., 237.00 feet; thence N.54°14'00"W., 262.14 feet to the said Easterly right-of-way line of Longboat Boulevard East; thence N.35°45'48"E., 232.50 feet along said Easterly right-of-way to the POINT OF BEGINNING.

Containing 4.03 acres more or less.

REC: 7674PG 847

Prepared By
James Mancuso, Esq.
315 Fox Hunt Circle
Longwood, Florida 32750

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Return to: ✓
Pulte Home Corporation
P.O. Box 291909
Tampa, Florida 33687

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BAYSIDE KEY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAYSIDE KEY is made as of the 6 day of February, 1995, by PULTE HOME CORPORATION, a Michigan corporation, 12973 Telecom Parkway N., Tampa, Florida 33637 (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, the Declarant made and entered into that certain Declaration of Covenants, Conditions and Restrictions of Bayside Key dated the 14th day of October 1994, and recorded the 24th day of October 1994, in Official Records Book 7561 page 1573 et seq., Public Records of Hillsborough County, Florida (hereinafter the "Declaration"); and

WHEREAS, Declarant wants to amend the Declaration to change the initial maximum annual assessment to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per Lot; and

WHEREAS, Article XII section 5 of the Declaration provides for the amendment of the Declaration by instrument signed by not less than 2/3 of the Owners; and

WHEREAS, the Declarant owns 100% of the Lots.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article VII section 3 is hereby amended as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by five percent (5%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the Membership.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than five percent (5%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jean Andersen
Witness
Jean Andersen
Print Name

Martha Smith
Witness
Martha Smith
Print Name

PULTE HOME CORPORATION, a Michigan
corporation, authorized to transact business in
the State of Florida

By: R. Scott Griffith
Print name: R. Scott Griffith
Its: Attorney-in-Fact
12973 Telecom Parkway N.
Tampa, Florida 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of February, 1995, by R. Scott Griffith as Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation authorized to transact business in the State of Florida. He is personally known to me.

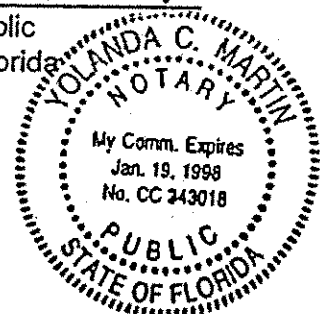
Yolanda C. Martin
Signature of Notary Public

YOLANDA C. MARTIN

Print name of Notary Public

Notary Public State of Florida

My Commission Expires:



Return To: Pulte Home Corp.
12973 Telecom Pkwy N.
Tampa, FL 33637

American Title Insurance Co.
12981 Telecom Parkway
Tampa, FL 33637

Prepared By
James Mancuso, Esquire
555 Winderley Place, Suite 129
Maitland, Florida 32751

OFF: 7839PC 778
REC: 7839PC 778

3

6

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BAYSIDE KEY

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BAYSIDE KEY is made as of the 28th day of July, 1995, by PULTE HOME CORPORATION, a Michigan corporation (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, the Declarant made and entered into that certain Declaration of Covenants, Conditions and Restrictions of Bayside Key dated the 14th day of October 1994, and recorded the 24th day of October 1994, in Official Record Book 7561 page 1573 et seq., Public Records of Hillsborough County, Florida and a First Amendment to Declaration of Covenants, Conditions and Restrictions of Bayside Key dated the 6th day of February 1995, and recorded the 21st day of February 1995, in Official Record Book 7674 page 847 et seq., Public Records of Hillsborough County, Florida (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Declarant wants to amend the Declaration to correct a scrivener's error wherein certain services provided by the Association were not included in Article V of the Declaration; and

WHEREAS, Article XI section 6 of the Declaration provides that The Declarant shall have the right at any time within six (6) years from the date of the Declaration to amend the Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein..

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NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article V section 2 (H) is hereby amended as follows:

H. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board, including but not limited to, general liability and blanket property insurance policies covering the building structures located on the Lots, which blanket insurance policies shall be in the name of the Association, individually and as agent for the Owners covered by the policies, without naming them and as agents for their mortgagees without naming them.

2. The following provision is hereby added to the Declaration as Article V section (2) (J):

J. Painting and non-structural, cosmetic maintenance of the exterior surfaces of walls, privacy walls, fences and trim of any Improvement on any Lot; and painting of any front doors, side doors, rear doors and garage doors and framing or casings thereof, located on each house on any Lot; and painting and structural maintenance, repair or replacement, of roofs, including gutters, downspouts and skylights, as the Board and/or the Association deems proper, in their sole discretion, provided, however, that such painting and structural maintenance, repair or replacement shall be for ordinary wear and tear from time to time and not for damages caused by fire, hazards or any other perils or any casualty loss. The foregoing shall not preclude insurance payments from blanket insurance policies covering the building structures in the name of the Association, individually and as agent for the Owners covered by the policies. The Association shall not be responsible for maintenance, repair or replacement of each house and related structures within or on any Lot, including, but not limited to, any structural repairs (other than roof, including gutters, downspouts and skylights), any windows, window screens, door screens, patio screens, screened enclosures, if any, front doors, side doors, rear doors, garage doors, and the framing or casings of any of the foregoing, any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
BAYSIDE KEY HOMEOWNERS ASSOCIATION, INC.,
a corporation not for profit**

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Bayside Key Homeowners Association, Inc., a corporation not for profit organized under Chapter 617 of the Florida Statutes (hereinafter referred to as the "Association").

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 12973 Telecom Parkway North, Tampa, Florida 33637, which shall be the initial registered office of the Association.

**ARTICLE III
REGISTERED AGENT**

R. Scott Griffith, whose address is 12973 Telecom Parkway North, Tampa, Florida 33637, is hereby appointed the initial registered agent of the Association.

ARTICLE IV PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide the architectural control of the residence lots and common area within that certain tract of property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. In connection therewith, the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in a Declaration of Covenants, Conditions and Restrictions of Bayside Key, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, Hillsborough County, Florida and as the same may be amended from time to time as therein provided;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer unless otherwise set forth in the Declaration;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) To annex additional property and common areas in the manner set forth in the Declaration;

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise;

(i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures, and drainage easements; and

(j) To operate, maintain, and manage the surface water or stormwater management system in a manner consistent with the Southwest Florida Water Management District permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described in Article VI hereof. The foregoing shall not to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: Class A members shall be all owners, with the exception of the Declarant, of any lot shown upon any recorded plat of the Property ("Lot" or "Lots"). Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant (as defined in the Declaration), who shall be entitled to three (3) votes for each Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events:

- (a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) six (6) years from the date of the original recording of the Declaration in the public records of Hillsborough County, Florida; or

ARTICLE VII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The Board of Directors shall be elected at the First meeting of the Association in the manner described in the Bylaws.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE IX DURATION

The Association shall exist perpetually.

ARTICLE X AMENDMENTS

The Association shall have the right to amend these Articles at any time upon the affirmative vote of a 2/3rds of the voting interests of the Association as described in Article VI hereof. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XI BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

**ARTICLE XII
FHA/VA APPROVAL**

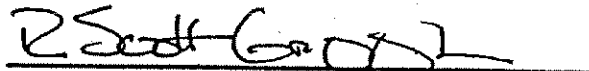
As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: annexation of additional properties; mortgaging of common areas; dedication and conveyance of common areas; amendment of these Articles of Incorporation or the Declaration; and merger, consolidation, and/or dissolution of this corporation.

**ARTICLE XIII
INCORPORATOR**

The name and address of the Incorporator is:

R. Scott Griffith
12973 Telecom Parkway North
Tampa, Florida 33637

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 21 day of July, 1994.



Incorporator

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

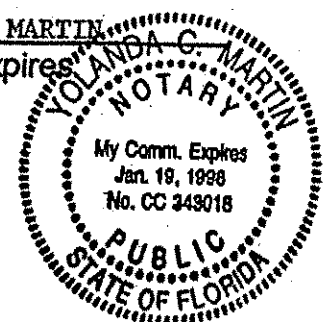
The foregoing instrument was acknowledged before me this 21 day of July, 1994, by R. Scott Griffith, who is personally known to me and who did not take an oath.



Notary Public

Name: YOLANDA C. MARTIN

My Commission Expires



FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CONSENT OF REGISTERED AGENT

HAVING BEEN NAMED as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with and agree to accept the obligations of Registered Agent.


Registered Agent

SAN MARINO KEY OVERALL

SAN MARINO KEY PHASE I

A portion of Section 34, Township 28 South, Range 17 East, Hillsborough County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 34; thence S.88°59'42"E., along the Northerly boundary line of the Southwest 1/4 of said Section 34, 279.79 feet to the Southerly right-of-way line of Hillsborough Avenue (State Road 580); thence S.54°14'00"E., 1313.86 feet along said right-of-way line to the Easterly right-of-way line of Longboat Boulevard East; thence S.35°46'00"W., 232.51 feet along said Easterly right-of-way line to the POINT OF BEGINNING; thence S.54°14'00"E., 262.49 feet; thence S.35°46'00"W., 237.00 feet; thence S.54°14'00"E., 61.00 feet; thence S.35°46'00"W., 78.00 feet; thence S.54°14'00"E., 156.50 feet; thence S.35°46'00"W., 184.07 feet; thence S.00°46'56"W., 289.14 feet; thence N.89°13'04"W., 8.10 feet; thence S.75°45'45"W., 106.96 feet; thence S.46°43'52"W., 69.83 feet; thence S.18°15'56"W., 68.79 feet; thence S.08°52'11"E., 66.45 feet; thence S.04°23'39"E., 61.28 feet; thence S.06°11'55"W., 74.49 feet; thence S.00°32'35"W., 65.22 feet; thence S.12°21'29"E., 63.61 feet; thence S.76°55'45"W., 21.12 feet to the said Easterly right-of-way line of Longboat Boulevard East; thence along said Easterly right-of-way line the following two(2) courses and three(3) curves:

Northwesterly 154.57 feet along the arc of a non-tangent curve concave to the Southwest having a radius of 609.16 feet through a central angle of 14°32'20" (chord bears N.20°20'27"W., 154.16 feet); thence N.27°36'36"W., 100.04 feet to the beginning of a curve concave to the East having a radius of 505.17 feet; thence Northwesterly 279.54 feet along said curve through a central angle of 31°42'20" (chord bears N.11°45'27"W., 275.99 feet); thence N.04°05'42"E., 362.49 feet to the beginning of a curve concave to the East having a radius of 1078.16 feet; thence Northeasterly 595.98 feet along said curve through a central angle of 31°40'18" (chord bears N.19°55'51"E., 588.42 feet); thence N.35°46'00"E., 35.49 feet to the POINT OF BEGINNING.

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COMMENCE at the West 1/4 corner of said Section 34 and run S.88°59'42"E., along the East / West centerline of said Section 34, a distance of 279.79 feet to a point intersecting the Southwesterly right-of-way line of Hillsborough Avenue (State Road 580, 100.00 feet right-of-way); thence run S.54°14'00"E., along said right-of-way line, a distance of 1313.86 feet to a point intersecting the Easterly right-of-way line of Longboat Boulevard; leaving said right-of-way line and remaining with said right-of-way line of Longboat Boulevard, run the following courses:

S.35°46'00"W., a distance of 268.00 feet to the P.C. of a curve; thence run Southerly along the arc of a curve to the left, a distance of 595.98 feet to the P.T., said curve having a radius of 1078.16 feet, a delta of 31°40'18", a chord of 588.42 feet bearing S.19°55'51"W.; thence run S.04°05'42"W., a distance of 362.49 feet to the P.C. of a curve; thence run Southerly along the arc of a curve to the left, a distance of 279.54 feet to the P.T., said curve having a radius of 505.17 feet, a delta of 31°42'18", a chord of 275.99 feet, bearing S.11°45'27"E.; thence run S.27°36'38"E., a distance of 100.04 feet to the P.C. of a curve; thence run Southerly along the arc of a curve segment to the right, a distance of 125.01 feet to a P.O.C.,

and curve having a radius of 609.16 feet, a delta of $11^{\circ}45'29''$, a chord of 124.79 feet, bearing $S.21^{\circ}43'52''E.$, said P.O.C. also being the POINT OF BEGINNING:

Leaving said right-of-way line, run $N.72^{\circ}40'20''E.$, a distance of 10.56 feet to a point; thence run $N.74^{\circ}03'37''E.$, a distance of 11.40 feet to a point; thence run $S.15^{\circ}19'21''E.$, a distance of 29.32 feet to a point; thence run $S.75^{\circ}16'36''W.$, a distance of 22.36 feet to a P.O.C. on the aforementioned right-of-way line; thence run Northerly along the arc of a curve segment to the left, along said right-of-way line, a distance of 28.60 feet to a P.O.C., said curve segment having a radius of 609.16 feet, a delta of $02^{\circ}41'25''$, a chord of 28.60 feet, bearing $N.14^{\circ}30'25''W.$, said P.O.C. also being the Point of Beginning TOGETHER WITH

SAN MARINO KEY PHASE II

A portion of Section 34, Township 28 South, Range 17 East, Hillsborough County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of said Section 34; thence $S.88^{\circ}59'42''E.$, along the Northerly boundary line of the Southwest 1/4 of said Section 34, 279.79 feet to the Southerly right-of-way line of Hillsborough Avenue (State Road 580); thence $S.54^{\circ}14'00''E.$, 1313.86 feet along said right-of-way line to the point of intersection with the Easterly right-of-way line of Longboat Boulevard East being the POINT OF BEGINNING; thence $S.54^{\circ}14'00''E.$, 480.00 feet along said Southerly right-of-way line; thence South $35^{\circ}46'00''W.$, 547.50 feet to a point on the boundary line of San Marino Key Phase I, as recorded in Plat Book _____, Page _____, of the Public Records of said County; thence along said boundary line the following five (5) courses:

$N.54^{\circ}14'00''W.$, 156.50 feet; thence $N.35^{\circ}46'00''E.$, 78.00 feet; thence $N.54^{\circ}14'00''W.$, 61.00 feet; thence $N.35^{\circ}16'00''E.$, 237.00 feet; thence $N.54^{\circ}14'00''W.$, 262.14 feet to the said Easterly right-of-way line of Longboat Boulevard East; thence $N.35^{\circ}45'48''E.$, 232.50 feet along said Easterly right-of-way to the POINT OF BEGINNING.

All Containing 11.98 acres more or less.



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

August 10, 1994

JAMES MANCUSO
615 FOX HUNT CIRCLE
LONGWOOD, FL 32750

The Articles of Incorporation for BAYSIDE KEY HOMEOWNERS ASSOCIATION, INC. were filed on August 8, 1994, and assigned document number N94000003922. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Nancy Hendricks
Corporate Specialist
New Filings Section
Division of Corporations

Letter Number: 794A00036639

BYLAWS
OF
BAYSIDE KEY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Bayside Key Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 12973 Telecom Parkway North, Tampa, Florida 33637, but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors (the "Directors").

ARTICLE II
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of Bayside Key Homeowners Association, Inc.

Section 2. "Association" shall mean and refer to Bayside Key Homeowners Association, Inc., its successors and assigns.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Bayside Key, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 7. "Declarant" shall mean and refer to Pulte Home Corporation, a Michigan corporation, authorized to transact business in the State of Florida, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Bayside Key recorded in the Public Records of Hillsborough County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

Section 10. "Governing Documents" shall mean and collectively refer to the Bylaws and Articles of Incorporation of Bayside Key Homeowners Association and the Declaration of Covenants, Conditions and Restrictions for Bayside Key.

Section 11. Non-Defined Terms. All terms not defined in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

ARTICLE III MEMBERS

Section 1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

Section 2. Member Register. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within thirteen (13) months of the previous annual meeting, at 7:00 p.m., unless a different time is established by the Board of Directors. The Board of Directors shall not hold the annual meeting on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all of the votes of the Class A membership.

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

← 15 day notice

Section 4. Attendance at Meetings. Any person entitled to cast the votes of a Member, and in the event any Lot is owned by more than one (1) person, all co-owners of a Lot may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

Section 5. Organization. At each meeting of the Members, the President, or in his absence, the Vice President, shall act as Chairman of the Meeting. The Secretary, or in his absence any person appointed by the Chairman of the Meeting, shall act as Secretary of the meeting.

Section 6. Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members or their authorized representatives, and the Members of the Board of Directors, at any reasonable time.

Section 7. Quorum. The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than eleven (11) months prior to such meeting unless such proxy specifically provides for a longer period of time. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 9. Voting by Co-Owners. If a Lot associated with the membership of a Member is owned by more than one individual or entity, the vote of the Member may be cast at any meeting by any co-owner. If at the time when the Members are voting a dispute arises between the co-owners as to how the vote shall be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall continue to be counted for purposes of determining the existence of a quorum.

Section 10. Parliamentary Rules. Roberts' Rules of Order (latest addition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

ARTICLE V BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of a minimum of three (3) and a maximum of seven (7) Directors, who need not be Members of the Association. The number of Directors shall always consist of an odd number.

Section 2. Term of Office. At the first annual meeting of the Members the Members shall elect directors for a term of one year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the

Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members or non-members of the Association may be nominated.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At the election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The use of proxies will be in accordance with the provisions set forth above in Article IV, Section 8.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as determined from time to time by a majority of the Board of Directors.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board of Directors.

Section 4. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Members or the Directors, at any reasonable time.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof;

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents;

(d) declare the office of a Member of the Board of Directors to be vacant in the event a Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board of Directors which may include any powers which may be exercised by the Board of Directors.

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

(a) cause to be kept a complete record of all its actions and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period.

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Area to be maintained.

(h) supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.

(i) maintain bank accounts on behalf of the Association and designate signatories required therefor.

(j) enter into and upon any portion of the Property, including any Lot(s) when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.

(k) perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

ARTICLE IX OFFICERS AND THEIR DUTIES

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

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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

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

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such

resignation shall take effect on the date of receipt of such notice or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

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

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual

budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to each of the Members.

ARTICLE X INDEMNIFICATION

The Directors and Officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

ARTICLE XI COMMITTEES

The Board of Directors shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall be required to make available to perspective purchasers of any Lot, current copies of the Governing Documents and the most recent annual financial statement of the Association.

ARTICLE XIII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, or as set by the Board of Directors as permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to

the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Bayside Key Homeowners Association Inc., the year "1994" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

ARTICLE XV AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership in existence.

ARTICLE XVI MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the Rules and Regulations of the Association shall govern, in that order.

Section 4. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Bayside Key Homeowners Association, Inc., a Florida corporation not for profit, and,

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 14 day of October, 1994.

Alice Pick
Secretary

BAYSIDE KEY HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

SIGNS

No advertising or third party signs are permitted. One "for sale" or "for rent" sign is permitted.

PETS

Animals must be leashed, their waste cleaned up immediately and restrained from excessive barking or creating a nuisance. Two pets (dogs, cats, birds) are allowed per unit and pets are not allowed in the pool area or the ponds.

APPURTENANCES / EXTERIOR ALTERATIONS

Any and all exterior modifications to the buildings must have the approval of the Architectural Control Committee. One satellite dish per lot is allowed. The dish shall not be attached to the building and should be placed in a landscape bed. Storm doors of white aluminum are permitted and rear porches can be screened or glassed in with white aluminum structural components. One potted plant can be placed on a front porch. No other yard decorations are allowed.

Unapproved exterior alterations may be removed or modified by the Association upon thirty days notice.

VEHICLES

Permitted vehicle parking is allowed in designated parking spots only. Parking spots with no numbers are available on a first come first served basis. With the exception of police vehicles or pick up trucks of less than one ton capacity, commercial or cargo truck parking is not permitted. Trailers of any kind, mobile homes, recreational vehicles, campers and boats are also not permitted to be parked in the community. Permitted vehicles are allowed to have commercial markings as long as they are being used for transportation to and from work. The parking of untagged vehicles is prohibited. On site vehicle repairs are limited to a two hour maximum.

Any vehicle parked in violation of these rules for 24 consecutive hours or 48 non-consecutive hours in a 7 day period will be towed. No owner notification is required.

WATERWAYS

No fishing, swimming or watercraft of any kind is allowed on the ponds.

BAYSIDE KEY HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

TRASH DISPOSAL

All trash must be placed in the dumpster/compactor. Please place garbage all the way into the dumpster past the ledge. If an item is small enough to fit in the dumpster door, please put it into the compactor. In the case of an equipment problem, please call the property manager immediately. Trash storage outside is prohibited.

TRAFFIC REGULATION

Both motorized and non-motorized vehicles of any kind (scooter, motorcycle, etc.) are prohibited from all sidewalks and common areas other than streets in the community. The street speed limit is 15 miles per hour.

POOL / RECREATION RULES

The pool and recreation areas are reserved for the use of townhouse owners and their tenants or guests. Guests must be accompanied by an owner. The pool and recreation area hours are dawn to dusk, parties must be approved by the Association. The pool gate must be kept closed at all times, no glass containers are allowed in recreation areas and children under the age of 12 must be accompanied by an adult of at least 18 years old.

FLAGS

One American flag is allowed per lot. Seasonal flags or decorations are permitted with a 15 day time limit (exception, Christmas holiday season – 30 days).

STORAGE

Outside storage of any kind is not permitted.

WINDOW TREATMENTS

No window treatments which obstruct the clear window area of any exterior window shall be of any color other than white or beige.

GENERAL ENFORCEMENT PROCEDURES

1. Initial violation letter with call for action or written response within 14 days
2. Response requesting appeal or consideration guarantees no further action until board or appropriate committee meets.
3. The Association has the option of imposing fines for continuing violations.
4. Parking offenders will be towed. Notification is not required.

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