

# **ESTANCIA TOWNES**

PREPARED BY AND RETURN TO:  
 Bradny & Rabin, P.A.  
 Bennett L. Rabin, Esquire  
 4830 W. Kennedy Boulevard, Suite 985  
 Tampa, Florida 33609

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 REC 44.00  
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KARLEEN F. DE BLAYER, CLERK OF COURT  
 PINELLAS COUNTY, FLORIDA

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 51 AFF-ESTANCIA TOWNES HOMEOWNERS  
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 Tit: BY: SPG: EPD:  
 RECORDING OSL PAGES 1 \$36.00  
 RECORD FEES 9 \$44.00

TOTAL: \$410.00  
 CASH AMT. TENDERED: \$1.00  
 P CHECK AMT. TENDERED: \$409.50  
 CHANGE: \$.50  
 BY \_\_\_\_\_ DEPUTY CLERK

**NOTICE OF CONSENT AND JOINDER OF LOT OWNERS OF  
 ESTANCIA TOWNES**

The assembled Lot Owners within Estancia Townes, a subdivision lying within Pinellas County, Florida, and more particularly described in Plat Book 93, Page 13, Pinellas County Public Records, whose Consents and Joinders are attached hereto and incorporated herein by reference, by and through their property owners' association, Estancia Townes Homeowners Association, Inc., a Florida not-for-profit corporation, hereby approve of the Amended and Restated Declaration of Covenants, Conditions and Restrictions relating to the subdivision, by appending hereto, and making a part hereof, the attached Consents and Joinders duly executed by the legal owners of not less than seventy-five (75%) percent of the lots in said subdivision, pursuant to Article XII, Section 12.1 of the Declaration of Covenants, Conditions and Restrictions, which were originally recorded in Official Records Book 6173, Page 1817, et. seq., aforesaid records.

The text of the attached Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended, together with its Exhibits, shall be binding upon all lot owners within the subdivision, and their successors and assigns.

WITNESSES:

ESTANCIA TOWNES HOMEOWNERS' ASSOCIATION, INC.

*[Signature]*  
 Signature of Witness #1  
 BENNETT L. RABIN  
 Printed Name of Witness #1

By: *[Signature]*  
 RAYMOND E. BACON, President

*[Signature]*  
 Signature of Witness #2  
 GLORIA S. JOYAL  
 Printed Name of Witness #2

STATE OF FLORIDA )  
 COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2000, by RAYMOND E. BACON, as President, of ESTANCIA TOWNES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation, and is personally known to me.

My Commission Expires

Notary Public



Bennett L. Rabin  
 MY COMMISSION # OCT7927 EXPIRES  
 March 31, 2002  
 BONDED BY THE FAIR FINANCE, INC.



Raymond E. Bacon  
 MY COMMISSION # OCT7927 EXPIRES  
 March 31, 2002  
 BONDED BY THE FAIR FINANCE, INC.

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
BENJAMIN L. RABIN, ESQUIRE  
BRUDNY & RABIN, P.A.  
4830 W. Kennedy Boulevard, Suite 985  
Tampa, Florida 33609-2574

PINELLAS COUNTY FLA.  
OFF. REC. BK 11098 PG 2049

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**ESTANCIA TOWNES**

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for ESTANCIA TOWNES was duly filed February 21, 1986, in Official Records Book 6173, Page 1817, et seq., in and for the Public Records of Pinellas County, Florida (the "Original Declaration"), submitting certain properties to restrictions under said Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, subsequent to the filing of the Original Declaration, said Original Declaration has been modified and amended from time to time; and

WHEREAS, the Association, ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, desires to restate and amend the Original Declaration, including all amendments made through the date hereof, and to a single document; and

WHEREAS, the said Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Amended and Restated Declaration"; the Original Declaration and the Amended and Restated Declaration are sometimes hereinafter collectively referred to as the "Declaration") has been duly adopted at a meeting of the Association on the 7th day of December, 1999, following unanimous adoption thereof by resolution of the Board of Directors proposing the Amended and Restated Declaration of Covenants, Conditions and Restrictions, the undersigned officers of ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., do hereby acknowledge and record this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Estancia Townes.

ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., with consent from, and approval by, its constituent membership, obtained in accordance with the Declaration of Covenants, Conditions and Restrictions then existing, and in accordance with its Bylaws, at a meeting called for such purpose on December 7, 1999, makes the following Amended and Restated Declaration:

Estancia Townes, as described in Plat Book 93, Pages 13, 14, and 15, of the Public Records of Pinellas County, Florida, is subject to the restrictions set forth below which shall continue to be deemed to be covenants running with the land, and imposed on and intended to benefit and burden each Lot within the Property in order to maintain within the Property a residential area of high standard.

ARTICLE I

DEFINITIONS

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

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

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modification thereof. A copy of the Articles of Incorporation of the Association are attached hereto and made a part hereof as Exhibit "A".

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof. A copy of the Amended and Restated Bylaws of the Association are attached hereto and made a part hereof as Exhibit "B".

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

1.6 "Common Area" or "Common Areas" shall mean all portions of the Property (including access roads and all other improvements and landscaping thereon) now or hereafter designated as such on any plat or plats of the Property or any part thereof, now or hereafter recorded, and/or owned by the Association for the common use and enjoyment of the Owners. The entire sprinkling system serving the Property, and sewer lines and other facilities located within the Property and now owned by a public or private provider of sewer services, shall also be deemed a part of the Common Area, and shall be the property of the Association upon installation, regardless of whether or not certain components of same shall be installed within any Lot or Lots.

1.7 Intentionally left blank.

1.8 "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Estancia Townes, recorded in Official Records Book 6173, Page 1817, of the Public Records of Pinellas County, Florida, as modified and amended from time to time. "Amended and Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Estancia Townes, as modified and amended from time to time. "Declaration" shall refer collectively to the Original Declaration and to this Amended and Restated Declaration.

1.9 "Dwelling" shall mean and refer to each and ever single-family dwelling unit constructed on any Lot.

1.10 "FHA" shall mean and refer to the Federal Housing Administration.

1.11 "Lot" shall mean and refer to any plot of land shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility.

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

1.13 "Plat" shall refer to the plat of the Property as defined below. It is hereby acknowledged that the Plat of the Property refers to the Property as "Estancia Townhomes", and said term is hereby acknowledged and declared to be interchangeable with the term "Estancia Townes". This provision is included as a clarification, and not a modification, of the terms of the Declaration and the Plat, and in no way affects the validity of the Plat or the Declaration.

1.14 "Property" shall mean the land shown on the Plat recorded in Plat Book 93, Pages 13, 14, and 15, of the Public Records of Pinellas County, Florida, and such additions as may hereafter be brought within the jurisdiction of the Association, in accordance with Article XI below.

1.15 "VA" shall mean and refer to the Veterans Administration.

## ARTICLE II

### PROPERTY RIGHTS

2.1 Owner's Easement of Enjoyment. A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Dwellings, for the benefit of the Association, the Architectural Control Committee, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and upon such conditions as may be agreed to by the members of the association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been recorded as signed

by (i) a majority of each class of members, and (ii) as long as the developer owns any Lots, the Developer;

(c) all provisions of this Declaration, including the following provisions of this Article II concerning rights of the Developer, Owners and the Association, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association;

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

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

2.2 Common Area. The Common Area shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose. Any Owner may designate, in accordance with the Bylaws, his right to enjoyment of the Common Area to his tenants or contract purchasers who reside on the Property, but shall not thereafter be permitted to use the Common Area for so long as such right to enjoyment is delegated. The Common Area shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner's Lot or Lots, as provided in Section 6.4

2.3 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and the portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair, and reconstruction of any party wall or walls and any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof; for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration; and for access to, maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair such apparatus, provided that such easement rights shall be exercised in a reasonable manner, and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise. Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot,

where the original placement of a party wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended to cover in part on one Lot and extend over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point, and shall survive damage or destruction of the Dwelling or part thereof causing the encroachment, so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction of the encroaching Dwelling. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof. Notwithstanding the foregoing, in no event shall there be any easement for an overhang or encroachment if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

2.4 Easements for Utilities and Drainage. Perpetual non-exclusive easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to any assignee of The Babcock Company ("Developer") over all utility and drainage easement areas shown on any plat of the Property or any part thereof now or hereafter recorded, or encumbered by recorded easements as of the date of recording hereof (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas). The Developer, and the Association, with the approval of a majority of each class of members, shall each have the right hereafter to convey such additional easements, permits and licenses encumbering the Common Area for utilities, roads and other purposes as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property; provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association. The easement rights reserved pursuant to this section shall not impose any obligation on Developer or the Association to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas, no structure, plating, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in over or under the Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance by the Association, the easement areas of such Lot and all above-ground improvements in such easement

areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or public or private utility company is responsible. With regard to specific easements for drainage, Developer shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot unless the Owner of such Lot shall consent to such alteration.

2.5 Developer and Association Easement. Developer reserves for itself, the Association and the Architectural Control Committee, and their respective grantees, successors, legal representatives, agents and assigns, an easement for access to, over and across each Lot, and the right to enter upon each Lot for the purpose of exercising their respective rights and obligations under this Declaration. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

2.6 Easements Serving Other Property. Developer reserves a blanket easement, and the right to grant and record specific easements, encumbering all portions of the Property as reasonably required to provide access and utilities services to serve adjacent lands owned by Developer, its successors and assigns, whether or not any part or all of said lands are submitted to the terms of this Declaration. Without limiting the foregoing, Developer reserves the right to grant and record easements encumbering the areas within Estancia Boulevard South and Estancia Boulevard East as shown on the Plat to allow access over such areas to and from (a) the two professional developments adjacent to Estancia Boulevard, a dedicated right-of-way, (b) Estancia, a Condominium, and the properties north of same and generally described as Winding Creek Condominiums, Casa Del Sol Condominiums, and Brookfield Subdivision, and (c) any lands owned by Developer, its successors and assigns. Developer further reserves the right to dedicate Estancia Boulevard South and Estancia Boulevard East to Pinellas County or any other public authority. Any specific easements granted pursuant to this Section 2.6 shall not unreasonably interfere with the use and enjoyment of the Property by the Owners.

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

2.8 Association to Cooperate. In the event Developer shall exercise its rights under this Article II to grant easements and/or to deed, dedicate or otherwise convey any portion of the Property and/or utilities facilities within the Property to any public authority or public or private



provided of utilities, and if such authority or provider of utilities shall request that the Association execute any deed, easement, plat or other document in order to effectuate such dedication or other conveyance, the Association shall cooperate with Developer and shall promptly execute each such document presented to effectuate the dedication or other conveyance. If the Association shall refuse or fail to execute any such document within thirty (30) days after presentation of the document for signature, the Developer may bring an action for specific performance of this provision in the Circuit Court of Pinellas County, Florida, and the Association shall bear and shall indemnify and hold harmless Developer for and from all fees and costs, including attorneys' fees on appeal or otherwise, incurred by the Developer in connection therewith, whether or not such action results in a final judgment or order, and including fees and costs incurred in enforcing Developer's rights to indemnity as set forth herein.

### ARTICLE III

#### THE ASSOCIATION

3.1 Powers and Duties. The Association shall have the powers and duties set forth herein and in the Articles and Bylaws, including the right to enforce the provisions of this Declaration, and the right to collect assessments for expenses relating to the Common Areas, and such additional rights as may reasonably be implied therefrom. As provided in the Bylaws, the Association may by written action without a meeting take any action authorized hereunder to be taken at a meeting.

3.2 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot.

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

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

3.4 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot, and the cost thereof may be included in the assessments for maintenance described in Article IV below.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and attorney's fees, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors. The provisions of Section 6.4 regarding interest, costs, and attorney's fees and foreclosure shall apply to the lien established in this Section 4.1.

4.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property, including expenditures made and liabilities incurred by the Association in connection with its rights and obligations hereunder, such as (but without limitation) payments for garbage removal from the Property and for the improvement and maintenance of the roads, streetlights, sewer facilities, and other improvements within the Common Area and other property to be maintained by the Association hereunder, including the roofs and exterior painting of all Dwellings.

4.3 **Reserves.** The Association shall establish and maintain reserve funds for the periodic maintenance, repair, and replacement of improvements within the Common Area and any other improvements which the Association is obligated to maintain hereunder. The reserve funds shall be funded as part of the annual assessment levied by the Association. Separate reserve funds shall be established for (i) the repair, maintenance and replacement of the roof, and (ii) repainting the exterior of each separate building within the Property, and each Owner of a Dwelling shall contribute to the reserve fund. Each Owner will be assessed equally for any shortfall in reserves, due to painting, roofing or street repairs.

4.4 **Maximum Annual Assessment.** The Board of Directors may fix the annual assessments at an amount not in excess of the maximum stated herein, including authorized increases. The maximum monthly assessment shall be \$33.05 per Lot. Maximum assessment shall be \$33.05 per month per Lot until an increase in assessments is deemed necessary by the Board of Directors to meet the expenses of the Association.

(a) The maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the members of the Association.

(b) The maximum annual assessment may be increased above fifteen percent (15%) by a majority vote of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

4.5 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 reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area, provided that any such assessments in excess of \$5,000.00 shall have the assent by a majority vote of each class of membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix any special assessment not in excess of said limitation. Without limiting the generality of the foregoing, in the event that the annual assessments are not sufficient to defray the cost of painting the exterior of the Dwellings incurred by the Association pursuant to Section 6.2 hereof, the Association may levy a special assessment to collect such cost pursuant to the terms of this Section 4.5. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.

4.6 Notice and Quorum for Association Meetings Regarding Assessments. Written notice of any meeting called for the members of the Association to approve annual or special assessments shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. Should a quorum fail to be present at such meeting, then within sixty (60) days of such meeting, another meeting may be called pursuant to the notice provisions above, and at such meeting the presence in person or by proxy of members entitled to cast fifty-one percent (51%) of all of the vote shall constitute a quorum. No meeting shall be held pursuant to the preceding sentence more than sixty (60) days following the preceding meeting.

4.7 Rate and Collection. Annual assessments shall be collected on a monthly basis. Both annual and special assessments must be fixed at a uniform rate for all Lots, subject to the following:

(a) As described in Section 4.3, the cost of and reserve for the maintenance, repair and replacement of the roof and exterior repainting of each building within the Property shall be the obligation of the Association.

(b) The cost of painting any structure, addition or improvement added by an Owner shall, at the option of the Association, be borne exclusively by the Owner, and his successors

in interest, of the Dwelling and Lot to which such structure, addition or improvement is appurtenant, and shall be assessed only against such Lot.

The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the Association's fiscal 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 annual assessment shall be sent to every Owner subject thereto.

4.9 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum permitted by Florida law from time to time, which shall be paid as a "late charge" along with the delinquent assessment. The Association may impose a minimum "late charge", not to exceed \$15.00, for administrative expenses incurred in connection with each delinquent assessment. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or may file and foreclose a lien against the Lot in the same manner described in Section 6.4, including without limitation the provisions set forth in Section 6.4 regarding administrative charges, attorneys' fees, costs and interest. Interest on the amount of each assessment shall accrue from the due date of the assessment. 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.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is recorded prior to the recording of a notice of lien as to the portion of the Property encumbered by such mortgage. Sale or transfer of a Lot shall not affect the assessment lien against the Lot. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage as described in this section, or any proceeding in lieu thereof, shall extinguish the lien of assessments only as to those payments which became due prior to such sale or transfer. No sale or transfer shall release any Lot from liability for assessment payments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Control. No Dwelling, building, wall, fence, pavement or other improvement of any nature shall be erected, placed or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the improvement shall have been approved in writing by the Architectural Control Committee. Each improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approval. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any grounds including purely aesthetic grounds, which in the reasonable discretion of the Architectural Control Committee deem sufficient. Any change in the exterior appearance of any Dwelling, building, wall, pavement, other structure or improvement, and any change in the finished ground elevation, shall be a change requiring approval under this Section 5.1. In the event the Committee shall fail to approve or disapprove any plans or specifications within thirty (30) days of submission, approval of such plans or specifications shall be deemed given. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this section. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. In the absence of specific appointment, the Board of Directors shall serve as the Architectural Control Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate representatives or agents to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

5.2 Intentionally left blank.

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

ARTICLE VI

MAINTENANCE AND COMMON AREAS; DAMAGE; INSURANCE

6.1 Maintenance of Common Area, Lawns and Landscaping. All of the Common Area and all personal property owned by the Association shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. In the event that the need for maintenance or repair of the Common Area, any personal property owned by the Association, or any other items to be maintained by the Association as provided in Section 6.3 below is caused by the willful or negligent act of an Owner, his tenants, family, guests or invitees, the cost of such maintenance or repair shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 6.4. The Owner of each Lot shall be responsible for all improvements within his Lot, including without limitation trees, grass, shrubs and plantings, private driveways, drainage easements, all walks lying within his Lot, and all other improvements of whatever nature within the boundaries of his Lot.

6.2 Maintenance of Roof and Exterior of Dwellings. The Association, subject to the provisions of Sections 4.7(b) and 6.1 hereof, shall be responsible for the painting of the exterior of the Dwellings and the maintenance, repair and replacement of all roofs of Dwellings. Such painting, maintenance, repair and replacement shall be performed at such times and by such persons as may be designated by the Board of Directors. All other maintenance of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner.

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

6.4 Lien Rights: Foreclosure. To secure reimbursement of the cost of performing any work described in Section 6.3, or to secure any other sum payable by a defaulting Owner under the terms of this Declaration, the Association, and in the case of any sum described in Section 6.5 or 6.6 an Owner, shall be entitled to file in the Public Records of Pinellas County, Florida, a notice of its claim of lien by virtue of this contract with the defaulting Owner. Said notice shall state the sum payable and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the obligation or expense is incurred, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense due to the Association or to another Owner pursuant to Article IV or Article

VI hereof, and for any other sums due hereunder from the defaulting Owner to the Association or to another Owner, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand for payment, and in any action to enforce payment the Association, or the Owner to whom payment is determined to be due, shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The defaulting Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure, and if the Association is foreclosing the lien, then all assessments levied through the date a judgment of foreclosure is entered shall be secured by the lien foreclosed. The Association shall have the right to bid at any foreclosure sale and acquire title to the Lot being sold. The lien herein provided shall be subordinate to the lien of any mortgage recorded prior to the recording of a notice of lien, in favor of any institutional lender or mortgage company or insured by the FHA or guaranteed by the VA; provided, however that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

6.5 Utilities, Equipment and Fixtures. All fixtures and equipment serving only one Dwelling, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures installed within the Property serve more than one Dwelling, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the person causing the damage shall be liable for all expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be paid by the Owner reasonably deemed responsible by the Board of Directors, and if it cannot reasonably be determined which owner was responsible, the cost shall be borne equally by all owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost payable by an Owner pursuant to this Section which is paid on behalf of such Owner by another Owner or by the Association shall be repaid upon demand, and shall be secured by a lien upon such Owner's Lot as provided in Section 6.4.

6.6 Party Walls.

(a) Each wall which is built as a part of the original construction of the Dwellings and placed or intended to be placed on the dividing line between any two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 6.6, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party walls shall be shared by the Owners who make use of the wall in proportion to such use.

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

(d) Notwithstanding any other provision of this section, and Owner who by any negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner and the obligation of any Owner to make contribution under this Section 6.6 shall be appurtenant to the land, and shall pass to each such Owner's successors in title. As to any specific contribution required from a defaulting Owner, the right of the non-defaulting Owner to payment thereof shall be secured by a lien upon the defaulting Owner's Lot as provided in Section 6.4.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Section 6.6, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the dispute shall be settled by a majority decision of all the arbitrators. Said decision shall be enforceable in any court of competent jurisdiction. Should any party fail to appoint an arbitrator within ten (10) days after written request therefor, the Board shall, upon request and within a reasonable time, select an arbitrator for the party which failed to do so. All costs of arbitration shall be shared equally by the Owners involved in the dispute.

6.7 Damage: Reconstruction: Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements within the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. Without limiting the generality of the foregoing, where grassed and/o landscaped areas are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace such



improvements in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Architectural Control Committee. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners. Each Owner shall at all times maintain, for each Lot owned, adequate casualty insurance to provide for complete reconstruction of all improvements on such Lot after casualty, and liability insurance coverage in such amounts as may be required by the Association from time to time. Upon any Owner's failure to obtain the required insurance, the Association may, after three (3) days written notice, procure the required insurance, and the cost thereof shall be immediately due and payable from the defaulting Owner and shall bear interest and be secured by a lien as provided in Section 6.4.

## ARTICLE VII

### GENERAL USE RESTRICTIONS

7.1 Residential Use: Rental. All of the Property shall be known and described as residential property and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Section 2.3. No Dwelling may be divided into more than one residential dwelling, and no more than one family shall reside within any Dwelling. No Owner may rent or lease or sublet the Owner's Dwelling without the prior written approval of the Board of Directors. For purposes of this section, any occupancy by any person other than the Owner or the Owner's family, in the absence of the Owner, for a period of in excess of fourteen (14) days shall be deemed to be a lease. The Board of Directors shall not approve more than ten percent (10%) of the Dwellings for rental at any time. The Board of Directors may establish additional rules and regulations governing the application and approval process, including the publication of an application for lease approval that must be submitted prior to consideration of any proposed tenancy. Any tenancy of a Dwelling which is not approved by the Board of Directors shall be void. Any tenancy existing at the time of the recording of this Declaration shall be grandfathered, notwithstanding the fact that more than ten percent (10%) of the Dwelling may be then leased. However, in order to preserve the tenancies status as grandfathered, the Owner must advise the Board of Directors of the tenancy within thirty (30) days from the recording date of this Amended and Restated Declaration. Any tenancy existing after thirty (30) days from the recording date of this Amended and Restated Declaration which is not the subject of a written notice by the Owner shall be deemed a new tenancy and subject to the ten percent (10%) limitation. The right to use the Common Areas shall pass to each tenant of a Dwelling, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to use the Common Areas during any period that his Dwelling is leased. No Dwelling which is under lease from the Owner shall be occupied by more than one family; this occupancy restriction shall apply only to tenants and not to Owners residing in a Dwelling. The Association shall be provided with a copy of each proposed lease for approval as aforesaid, and may collect an administrative fee of up to Fifty Dollars (\$50.00) in connection with

review of each lease submitted. No Dwelling may be rented for a period of one (1) year after the Owner obtains title to that Lot.

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

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

7.4 Animals. Any combination of two (2) pets may be kept on a single Lot. No dog which is entirely or partially of the Rottweiler or Pit Bull breed may be kept, permitted or maintained on any Lot by any person. No animals shall be kept, permitted, raised or maintained on any Lot, except as permitted in this section for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, subject to the express or implied consent of the Association, which may be revoked for cause. All dogs must be kept on a leash when off their home property, and a pooper scooper used to maintain the cleanliness of the entire Property. Penalties for non-compliance will apply as follows: first offense - warning; second offense - a fine of \$15.00; third or subsequent offense - a fine of \$25.00.

7.5 Temporary Structures. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or stage room, either permanently or temporarily.

7.6 Fences and Spas/Hot Tubs. No wood, chain link or any other type of fence shall be constructed on any Lot or the Common Area, except in accordance with this Section 7.6. Subject to compliance with all applicable governmental regulations, both fences and/or spas/hot tubs may be constructed within the specifications and conditions previously approved by the Architectural Control Committee in accordance with Section 5.1. Each such improvement shall be maintained and insured against casualty solely at the expense of the Owner of the Lot upon which it is constructed,

with the Association having the same rights upon the Owner's default of said obligation as provided in Section 6.3.

7.7 Intentionally left blank.

7.8 Vehicular Parking. No Owners' or tenants' vehicles shall be parked on the street, and no boats or recreational vehicles shall be parked on any Lot or the Common Area, except that private vehicles, used by the occupants of a Lot may be parked only within the garage and driveway lying within the boundaries of the Lot. Without limiting the generality of the foregoing, no commercial vehicle and no recreational or other vehicle larger than a standard passenger van shall be parked within the Property, unless such vehicle is completely enclosed within a garage on such Lot. For purposes of this section, a commercial vehicle is one with signage, lettering, colors, logos, tools or equipment indicating the trade, occupation, or business of the owner or operator of the vehicle. The term commercial vehicle shall not include governmental vehicles such as military vehicles, police cars, and vehicles bearing a governmental license tag. If there are three adults and three vehicles, with written request to the Board of Directors from the owner, permission may be granted to park one vehicle in the visitors parking area; otherwise, Owners are prohibited from parking in the visitors parking area. Any vehicle parked within the subdivision in violation of this section is subject to being towed at the expense of the owner or operator of the motor vehicle.

7.9 Gas Tanks: Water Softeners No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings. No gas tanks, gas containers, or gas cylinders shall be installed underground unless this provision is first specifically waived in writing by the Architectural Control Committee, which waiver may specify conditions as to design, construction, location and/or installation.

7.10 Dwelling Plates. A plate showing the number of the Dwelling shall be placed on each Dwelling.

7.11 Intentionally Left Blank.

7.12 Garbage/Trash Collection. Garbage shall be collected from each Lot and shall be arranged for by the Association as a common expense of all Owners to be paid from regular maintenance assessments. No trash, garbage, rubbish, debris, waste material, or other refuse shall be allowed to accumulate or remain on any part of any Lot, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of any Lot. Owners shall deposit all garbage in plastic bags within appropriate containers. No garbage containers shall be placed or remain outside of a Dwelling upon any Lot except the night prior to garbage collection is to be made from such Lot.

7.13 Laundry Hanging. Laundry hanging shall not be permitted.

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

7.15 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale" and/or "Open for Inspection" sign upon each Lot not exceeding 36" x 24", fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground.

7.16 Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described herein. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls.

7.17 Intentionally left blank.

7.18 Wells: Oil and Mining Operations. Water wells may be drilled and maintained only by the Association on the Common Areas for the specific purpose of maintaining the Common Areas.

7.19 Electrical Interference: Antennas. No electrical machinery, device or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. No exterior radio, television or other electronic antennas and acrias shall be allowed, unless installed so as to be completely concealed from public view, such as in attics.

7.20 Solar Devices. Solar devices may, with the approval of the specifications by the County and the Board of Directors, be installed. This device shall not extend above the peak of the roof. If a solar device is installed, it shall then become the owner's responsibility to maintain that portion of the roof, for repairs, not replacement, and the Association will be held harmless. In the event of roof replacement, it shall be the owner's responsibility to remove and reinstall the panel.

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

#### ARTICLE VIII

#### RESERVATION OF RIGHTS BY DEVELOPER

This entire Article has been intentionally left blank.

ARTICLE IX

SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF FNMA

9.1 Information. The Association shall make available to all Owner and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Lot, ~~copies~~ copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association. Copies of any of the foregoing and the books and records of the Association shall be available for inspection, upon request, during normal business hours, and copies will be provided for a reasonable charge not to exceed the cost of photocopying.

9.2 Contracts. The Association shall not be bound to any contract (including any management contract) or lease prior to transfer of control by the Developer to other Owners, unless the contract or lease contains a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Developer, and upon not more than ninety (90) days notice to the other party to such contract or lease.

9.3. Intentionally left blank.

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

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

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

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by the mortgage in question.

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

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

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

9.7 Insurance and Bonding. All insurance and fidelity bond coverage obtained by the Association shall comply with the requirements in the FNMA Lending Guide, Chapter Three, Part 5.

9.8 Intentionally left blank.

#### ARTICLE X

##### RESTRICTIONS ON TRANSFER

10.1 Intentionally left blank.

#### ARTICLE XI

##### ADDITIONS TO PROPERTY

This entire Article has intentionally been left blank.

#### ARTICLE XII

##### MISCELLANEOUS

12.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the Owners of Lots within the Property, has been recorded in the Public Records of Pinellas County, Florida, which instrument may alter or rescind this Declaration in whole or in part. This Declaration may be amended or modified only by the affirmative vote of at least seventy-five percent (75%) of the representative membership, present in person or by proxy, at a meeting where a quorum is attained. No amendment of this Declaration pursuant to this section, however, shall require a Lot Owner to remove any structure constructed in compliance with this Declaration as the same existed on: (i) the date on which the construction of such structure commenced; or (ii) the date on which the Owner took title to his Lot, if the construction of such structure commenced within ninety (90) days of his taking title; nor shall any amendment pursuant hereto require Developer to relinquish any rights reserved to it under this

Declaration. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of Pinellas County, Florida.

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

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

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

12.5 **Interpretation.** Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term "including" shall mean "including without limitation"; and any reference to "attorney's fees" shall mean "reasonable attorney's fees incurred before, during and after litigation, including appellate proceedings". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

12.6 Intentionally left blank.

12.7 **Approvals.** Whenever herein the consent or approval of the Association or the Architectural Control Committee is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on

behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and on its behalf, by its duly authorized officer, this the 24th day of October, 2000.

ESTANCIA TOWNES HOMEOWNERS  
ASSOCIATION, INC.

By: Raymond E. Bacon  
RAYMOND E. BACON, President

[Signature]  
Signature of Witness #1  
Bernett L. Rabal  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2  
GLORIA J. JOYAL  
Printed Name of Witness #2

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 24th day of October, 2000, by RAYMOND E. BACON, as President, of ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation, who is personally known by me.

My Commission Expires:

[Signature]  
NOTARY PUBLIC - State of Florida at Large



Bernett L. Rabal  
MY COMMISSION # C0229871 EXPIRES  
March 31, 2002  
SOCIETY TRUST FUND INSURANCE, INC.



THIS DOCUMENT OR A PORTION  
OF THIS DOCUMENT IS OF POOR  
QUALITY AND MAY BE ILLIBLE.

PINELLAS COUNTY FLA.  
OFF. REC. BK 11098 PG 2071

ARTICLES OF INCORPORATION  
OF  
ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents 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

The name of the corporation is Estancia Townes Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II

OFFICE

The principal office of the Association is located at 2431 Estancia Boulevard, Building B2, Clearwater, Florida 33519.

ARTICLE III

REGISTERED AGENT

William Lopez, whose address is 2431 Estancia Boulevard, Building B2, Clearwater, Florida 33519, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Area within the Property described in Exhibit "A" attached hereto and made a part hereof (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. In furtherance of these purposes, the Association is empowered to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Estancia Townes, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded in the Public Records of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) enforce the provisions of the Declaration in its name;

(c) fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith and 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;

THIS DOCUMENT OR A PORTION  
OF THIS DOCUMENT IS OF POOR  
QUALITY AND MAY BE ILLUSORY.

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

(e) borrow money, and with the assent of a majority of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;

(f) dedicate, sell or transfer all or any part of the Common Area or its other property 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 of dedication or transfer has been signed by a majority of each class of members, with the formalities from time to time required for a deed under the laws of the State of Florida;

(g) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of a majority of each class of members;

(h) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the terms of the Declaration and these Articles;

(i) have and exercise (if and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise.

#### 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 by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. So long as Class B membership exists, Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. If more than one person holds an interest in any Lot, all such persons shall be members, and the vote for

such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association in order to entitle the voting co-owner to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary of the Association applicable to all votes until rescinded.

Class B. The Class B member shall be the Declarant, and 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 one of the following events, whichever first occurs:

- (a) Four (4) months after 75% of the Lots have been conveyed to Owners other than the Developer; or
- (b) Ten (10) years following conveyance of the first Lot to an Owner other than the Developer; or
- (c) Recording of a written relinquishment, executed by the Developer, of the Developer's right to Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this 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, but at no time shall be less than three (3). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the members shall elect one Director for a term of three years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

NAME	ADDRESS
William Lopez	2431 Estancia Boulevard, Building B1 Clearwater, FL 33519
Ronald R. Roocio	2431 Estancia Boulevard, Building B1 Clearwater, FL 33519
Elizabeth D. Delaware	2431 Estancia Boulevard, Building B1 Clearwater, FL 33519

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

William Lopez	President
Ronald R. Roscio	Vice President
Elizabeth D. Delawara	Secretary
Robert L. Bass	Treasurer

ARTICLE IX  
INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Article or any agreement executed by the Association.

ARTICLE X  
DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than a majority 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 granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent by vote of a majority of the votes entitled to be cast by the entire membership. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast twenty-five

percent (25%) of the votes entitled to be cast by the entire membership.

ARTICLE XIII

INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. In the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

ARTICLE XIV

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 or the Veterans Administration: annexation of additional properties (except property within the lands described in Article "C" to the Declaration), mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XV

SUBSCRIBERS

The names and residences of the subscribers of these Articles are as follows:

NAME	ADDRESS
William Lopez	2431 Estancia Boulevard, Building B2 Clearwater, FL 33519
Ronald K. Roscio	2431 Estancia Boulevard, Building B2 Clearwater, FL 33519
Elizabeth D. Delaware	2431 Estancia Boulevard, Building B2 Clearwater, FL 33519

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 7<sup>th</sup> day of October, 1985.

  
William Lopez

  
Ronald K. Roscio

  
Elizabeth D. Delaware

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority personally appeared WILLIAM LOPEZ, who, after being first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 10th day of October, 1983.

*Guillermo V. Gaudin*  
Notary Public  
My commission expires: PUBLIC  
Notary Public State of Florida  
E. Commission Expires Publicly Notary  
I. of 1/10/84 Notary Public

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority personally appeared RONALD R. ROSCIO, who, after being first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 10th day of October, 1983.

*Guillermo V. Gaudin*  
Notary Public  
My commission expires: PUBLIC  
Notary Public State of Florida  
E. Commission Expires Publicly Notary  
I. of 1/10/84 Notary Public

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority personally appeared ELIZABETH D. DELANARE, who, after being first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 10th day of October, 1983.

*Guillermo V. Gaudin*  
Notary Public  
My commission expires: PUBLIC  
Notary Public State of Florida  
E. Commission Expires Publicly Notary  
I. of 1/10/84 Notary Public

Having been named to accept Service of Process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

*William Lopez*  
William Lopez  
Registered Agent  
Date: 10/17/83

RE42-12-09245



PINELLAS COUNTY FLA.  
OFF. REC. BK 11088 PG 2077

FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

January 5, 2000

BRUDNY & RABIN, P.A.  
ONE URBAN CENTRE, SUITE 985  
4830 WEST KENNEDY BOULEVARD  
TAMPA, FL 33609-2574

Re: Document Number N12270

The Articles of Amendment to the Articles of Incorporation of ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on December 20, 1999.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Doug Spitzer  
Document Specialist  
Division of Corporations

Letter Number: 900A00000459

Exhibit "A" - Page 7 of 9 Pages

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

FILED

99 DEC 20 PM 3:28

TAMPA, FLORIDA

Prepared By and Return to:  
Bernard L. Rabin, Esquire  
Brudny & Rabin, P.A.  
4830 W. Kennedy Blvd., Suite 935  
Tampa, Florida 33609

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION  
OF ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC.

This is to certify that at a duly called annual meeting of the members of Estancia Townes Homeowners Association, Inc. (the "Association") held on December 7, 1999, in accordance with the requirements of the applicable Florida Statutes and the documents, the Amendment to the Articles of Incorporation of Estancia Townes Homeowners Association, Inc., attached hereto, were duly adopted by the membership. Pursuant to F.S. Section 617.1006(3), the number of votes cast for the amendment was sufficient for approval. The Articles of Incorporation were originally filed with the Secretary of State on November 21, 1985, bearing document number N12270.

IN WITNESS WHEREOF, ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 15<sup>th</sup> day of December, 1999.

ESTANCIA TOWNES  
HOMEOWNERS ASSOCIATION, INC.

Gail E. Bacon  
Signature of Witness #1

GAIL E. BACON  
Printed Name of Witness #1

Jacqueline A. Keller  
Signature of Witness #2

Jacqueline A. Keller  
Printed Name of Witness #2

By: Raymond E. Bacon  
Signature

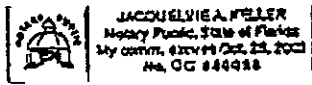
RAYMOND E. BACON PRES  
Printed Name and Title

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1999 by Raymond E. Bacon as President of ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced Florida Driver's Lic as identification.

My Commission Expires:  
October 25, 2003

Jacqueline A. Keller  
Notary Public





APPROVED AMENDMENTS TO  
ARTICLES OF INCORPORATION OF  
ESTANCLIA TOWNES HOMEOWNERS ASSOCIATION, INC.

Insertions are underlined; deletion are ~~stricken through~~

1. Modify Article VII of the Articles of Incorporation as follows:

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed, ~~in accordance with the By-Laws,~~ by a Board of ~~three (3)~~ five (5) Directors, who ~~and are~~ shall be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than ~~three (3)~~ five (5). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the members shall elect one Director for a term of three years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

- \* \* \*

END OF APPROVED AMENDMENTS

Prepared By and Return to:  
Michael J. Brudny, Esquire  
Brudny & Rabin, P.A.  
28100 U.S. Highway 19 N., Suite 300  
Clearwater, Florida 33761

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2005162764 04/29/2005 at 08:55 AM  
OFF REC BK: 14278 PG: 1893-1894  
DocType:RST RECORDING: \$18.50

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
OF  
ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Estancia Townes Homeowners Association, Inc. (the "Association") held on March 10, 2005, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Article VII, Section 1 of the Amended and Restated Bylaws attached hereto as Exhibit A was duly adopted by the membership. The Amended and Restated Bylaws for Estancia Townes Homeowners Association, Inc. was originally recorded in Official Records Book 11098, Page 2080, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., INC., has caused this instrument to be signed by its duly authorized officer on this 18<sup>th</sup> day of April, 2005.

ESTANCIA TOWNES HOMEOWNERS  
ASSOCIATION, INC.

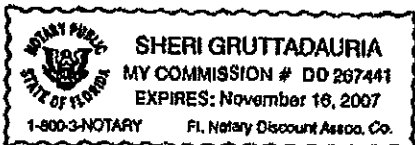
By: [Signature]  
Signature  
Eric Scharber President  
Printed Name and Title

[Signature]  
Signature of Witness #1  
Catherine C. Grangloff  
Printed Name of Witness #1  
[Signature]

Signature of Witness #2  
Sheri Gruttadauria  
Printed Name of Witness #2

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 200<sup>5</sup>, by Eric Scharber as President of ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced as identification.



[Signature]  
Notary Public  
Sheri Gruttadauria  
Printed Name

ADOPTED AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
OF ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC.

The following is an adopted amendment to the Amended and Restated Bylaws of Estancia Townes Homeowners Association, Inc., originally recorded at Official Records Book 11098, Page 2080, Public Records of Pinellas County, Florida, and as subsequently amended.

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

Item No. 1: A new Subsection (f) has been added to Article VII, Section 1 to read as follows:

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

\* \* \*

(f) In addition to the other remedies provided for in the Declaration, Bylaws and applicable statutes, the Association may levy reasonable fines against a Lot Owner, and/or suspend the right of the owner to use common areas operated or maintained by the Association. Similar fines and suspensions may be imposed against the tenants, guests or invitees of an owner who are occupying a parcel or using the common areas. A fine or suspension may be imposed by the Board for failure to comply with any provision of the Declaration, Bylaws or reasonable rules and regulations adopted by the Association. Unless specifically authorized by future amendments to the Florida Statutes, no fine may exceed \$100.00 per violation; however, a fine may be levied on the basis of each day of a continuing violation, of up to \$100.00 per day and a maximum of \$1000.00 for any single, continuing violation. No fine or suspension may become final until at least fourteen (14) days notice of the proposed fine is provided to the person(s) sought to be fined, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association. Such committee members shall not be officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association, except as otherwise permitted by law. If the committee, by majority vote, agrees to overrule the Board and to eliminate or reduce a proposed fine, the fine will be imposed in accordance with the decision of the committee. Otherwise, the fine will stand as proposed by the Board. The Board of Directors and the committee may adopt additional rules and procedures in connection with the adoption of fines, and the hearing and other procedures to be followed. A lien may be filed against the property of a person against whom a fine has been adopted to the extent permitted by law. The Association will be entitled to recover all costs and attorneys' fees in connection with the adoption and collection of the fine.

END OF ADOPTED AMENDMENT

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
BENNETT L. RABIN, ESQUIRE  
BRUDNY & RABIN, P.A.  
4830 W. Kennedy Boulevard, Suite 985  
Tampa, Florida 33609-2574

PINELLAS COUNTY FLA.  
OFF. REC. BK 11099 PG 2080

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC.**

The name of the corporation is ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., herein referred to as the "Association". The principal office of the corporation shall be located at the then President's current address, or such other address as may be determined by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

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

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Declarant" or "Developer" shall mean and refer to The Babcock Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and provided such rights, in whole or in part, are assigned in writing to such successors and assigns.

Section 4. "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Estancia Townes, recorded in Official Records Book 6173, Page 1317, et seq., in and for the Public Records of Pinellas County, Florida. "Amended and Restated Declaration" shall refer to that Amended and Restated Declaration of Covenants, Conditions and

Restrictions for Estancia Townes to be recorded in the Public Records of Pinellas County, Florida. "Declaration" shall refer collectively to the Original Declaration and to the Amended and Restated Declaration".

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. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration of Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at such reasonable hour as may be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors, or upon written request of the members who are entitled to vote 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 option of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at such meeting, 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 case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting in person or by proxy of Members entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented without proxy.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

**Section 6. Action Taken Without a Meeting.** The Members 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 the holders of the necessary number of votes which would have been required to take such action at a meeting, if a meeting had been called. Any action so taken shall have the same effect as though taken at a meeting of the Members.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

**Section 2. Term of Office.** All Directors shall serve for a term of three (3) years unless the term of such Director shall end prior to such term by death, resignation or removal.

**Section 3. Removal, Death, Resignation.** Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, 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 V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each 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.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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 (2) 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.

## ARTICLE VII

### 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 the personal conduct of the Members and their guests thereon;

(b) suspend the voting rights and right to use of the Common Area 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 sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

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

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

(a) keep a record of its acts and corporate affairs;

(b) supervise all offices, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(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 subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within sixty (60) days after the due date, or bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or 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 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 the Common Area and other property owned by the Association;

(f) cause all officers or employees of the Association dealing with funds of the Association to be covered by fidelity bonds, to be procured from time to time at the expense and for the benefit of the Association; and

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association. One person may hold more than one office at the same time. That two members of an immediate family, residing in the same household, could not serve on the Board of Directors at the same time.

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 the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

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

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

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

**Section 7. 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 are carried out, shall sign all leases, mortgages, deed 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.

**Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall 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.

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, shall keep proper books of account, shall cause an annual audit of the Association books to be made 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 the conclusion of December's accounting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and the Board and the Members shall appoint 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 obligations and privileges.

ARTICLE X

BOOKS AND RECORDS

The books and records of the Association, upon written request, will be made available for inspection by any member. The Articles of Incorporation, the Bylaws and Declaration shall be made available for inspection upon written request, and copies of these may be purchased at a reasonable fee.

ARTICLE XI

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 Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Florida law from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs, and reasonable attorneys' fees

of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Area or abandonment of his Lot.

ARTICLE XII

CERTIFICATION

An instrument signed by any executive officer of the Association, and attested by the Secretary of the Association under the Association's seal, is conclusive evidence that any required approval has been obtained as to persons without actual knowledge to the contrary.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Article shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and on its behalf, by its duly authorized officer, this the 24<sup>th</sup> day of October, 2000.

ESTANCIA TOWNES HOMEOWNERS  
ASSOCIATION, INC.

By: *Raymond E. Bacon - Pres*  
RAYMOND E. BACON, President

*[Signature]*  
Signature of Witness #1  
*BENJAMIN L. RABIN*  
Printed Name of Witness #1

*[Signature]*  
Signature of Witness #2  
*GLORIA S. JOYAL*  
Printed Name of Witness #2

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 24<sup>th</sup> day of October, 2000, by RAYMOND E. BACON, as President of ESTANCIA TOWNES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation, who is personally known by me.

My Commission Expires:

RAM  
NOTARY PUBLIC - State of Florida at Large



Donald L. Noble  
MY COMMISSION EXPIRES  
March 31, 2002  
DONOR TO THE FLORIDA NOTARY ASSOCIATION, INC.