



May 7, 2013

East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc.

Re: *Notice of Revitalization of the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-B,C, & D*

Dear Homeowner:

Enclosed please find the Notice of Revitalization of the Declaration of Covenants and Restrictions for East Lake Woodlands Unit Four as recently recorded in the Public Records.

Please place these with your current documents.

Sincerely,

PROGRESSIVE MANAGEMENT, INC.

Dianne Falgione, LCAM, CMCA
Community Association Manager

cc: Board of Directors



PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BLVD., SUITE A
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2013140860 05/02/2013 at 09:11 AM
OFF REC BK: 17985 PG: 1040-1133
DocType:RST RECORDING: \$800.50

**NOTICE OF REVITALIZATION OF
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EAST LAKE WOODLANDS CLUSTER HOMES UNIT FOUR-A
AND
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EAST LAKE WOODLANDS CLUSTER HOMES UNITS FOUR-B, C, & D**

Pursuant to Florida Statutes §720.403, et seq., East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., whose business address is c/o Progressive Management, Inc., 4151 Woodlands Parkway, Palm Harbor, FL 34685, files this notice that the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A and the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C, & D have been revitalized from the filing date of this notice. Copies of the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A and the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C, & D are attached hereto and made a part hereof as Exhibit "A".

Approval of the preservation of the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A and the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C, & D was approved on January 12, 2013, by a vote of not less than the majority of the owners of each of East Lake Woodlands Cluster Homes Unit Four-A and East Lake Woodlands Cluster Homes Units Four-B, C, & D, conducted at a meeting after notice to the members of the Association pursuant to Florida Statutes §720.403, et seq.

Pursuant to Florida Statutes §720.407(3), the legal description of each affected parcel of property is attached hereto as Exhibit "B," and the letter of approval of the revitalization by the Department of Economic Opportunity is attached hereto as Exhibit "C."

EAST LAKE WOODLANDS CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT FOUR,
INC.

By: Michael E. Stevens
Michael E. Stevens, as President

ATTESTED:

Nancy O'Horo
Nancy O'Horo, as Secretary

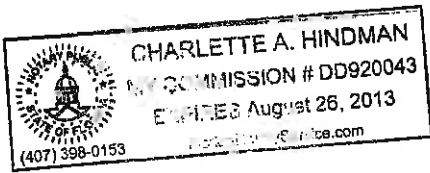
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of April, 2013, by Michael E. Stevens, as President, and Nancy O'Horo, as Secretary, of East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., a Florida not-for-Profit corporation, in their capacity as officers and on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification and did take an oath.

My Commission expires:

Charlette A. Hindman

Notary Public
State of Florida at Large



PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD, SUITE A
DUNEDIN, FLORIDA 34698

**CERTIFICATE OF AUTHENTICITY
AS TO THE
ARTICLES OF INCORPORATION AND BYLAWS
OF
EAST LAKE WOODLANDS CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT FOUR, INC.**

NOTICE IS HEREBY GIVEN that the attached Exhibit "A" constitutes a true and correct copy of the Articles of Incorporation of East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc. and the attached Exhibit "B" constitutes a true and correct copy of the Bylaws of East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., as same have been amended from time to time.

EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC. is the Homeowners Association organized for the purpose of administering a development known as East Lake Woodlands Cluster Homes Unit Four-A and East Lake Woodlands Cluster Homes Units Four-B, C, & D in Pinellas County, Florida, in accordance with that certain Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A, recorded in O.R. Book 4861, Page 1138 et seq. of the Public Records of Pinellas County, Florida. and the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C, & D, recorded in O.R. Book 4939, Page 1213 et seq. of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, Michael E. Stevens, as President, and Nancy O'Horo, as Secretary, of EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 16th day of April, 2013.

Two Witnesses as to
President:

EAST LAKE WOODLANDS CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT FOUR,
INC.

Donna Hanko
Witness Signature
Donna Hanko
Witness Printed Name

By: Michael E. Stevens
Michael E. Stevens, President

Cassandra Guenther
Witness Signature
CASSANDRA Guenther
Witness Printed Name

Attest:

Nancy O'Horo
Nancy O'Horo, Secretary

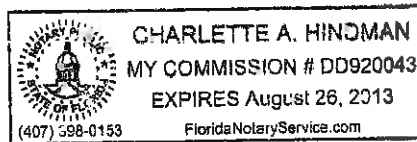
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Michael E. Stevens and Nancy O'Horo, to me known to be the President and Secretary, respectively, of EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 16th day of April, 2013.

Charlette A. Hindman
Notary Public
State of Florida

My Commission Expires:



FILED
MAY 22 3 10 PM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

EAST LAKE WOODLANDS CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT FOUR, INC.
(A Florida corporation not for profit)

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

ARTICLE 1 - NAME

The name of the corporation shall be: EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC., hereinafter sometimes referred to as the "Association".

ARTICLE 2 - PURPOSE

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

- (a) To promote the health, safety and social welfare of the members of the Association in protecting and enhancing the value of the property of the members located in the subdivisions known as East Lake Woodlands Cluster Homes Units Four A, B, C, and D, according to plats thereof recorded or to be recorded in the current public records of Pinellas County, Florida, and in additional subdivisions of lands contiguous to or nearby East Lake Woodlands Cluster Homes Units Four A, B, C, and D, all of which subdivisions are hereinafter sometimes collectively referred to as the "East Lake Subdivisions";
- (b) To endeavor to see that ad valorem taxes and assessments levied on said property of the members of the Association are uniform and fair;
- (c) To endeavor to see that adequate police and fire protection, garbage and trash removal and other conveniences and utility services are furnished to the property of the members;
- (d) To provide for the maintenance, improvement and beautification of access ways, common parcels, and other properties in the East Lake Subdivisions;
- (e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors, in its discretion, determines necessary, appropriate and/or convenient;
- (f) To operate without profit for the sole and exclusive benefit of its members, but without pecuniary gain or profit to the members of the Association.

ARTICLE 3 - GENERAL POWERS

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

- (a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation;
- (b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;
- (c) To delegate power or powers where such is deemed in the interest of the Association;

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VELL & DEAS, P.A.
FLETCHER BUILDING
JACKSONVILLE, FLA.

37704

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

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

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

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

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

(i) To purchase insurance;

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

ARTICLE 4 - MEMBERS

Every Owner of a Lot in East Lake Woodlands Cluster Homes Units Four A, B, C, or D shall be a member of the Association. The Association shall have two classes of voting membership:

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

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

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

(ii) June 1, 1982

ARTICLE 5 - TERM

This Association shall have perpetual existence.

ARTICLE 6 - INITIAL SUBSCRIBERS

The names and addresses of the subscribers hereto are:

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

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

A. George Newman 520 Broad Street
Newark, New Jersey 07101

ARTICLE 7 - DIRECTORS

The activities and affairs of the Association shall be managed by a Board of Directors who shall be elected by the members at the annual meeting of the members or at such other time as may be specified in the By-Laws. The number of Directors shall be fixed by the By-Laws. The first Board of Directors who shall serve until the annual meeting of the members to be held in 1979, shall consist of the three original subscribers hereto. All vacancies in the Board of Directors shall be filled by the remaining Directors.

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

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

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

ARTICLE 8 - OFFICERS

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

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

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

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

A. George Newman, 520 Broad Street, Newark,
New Jersey 07101, Vice-President.

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D'WELL & DEAS, P.A.
26 FLETCHER BUILDING
JACKSONVILLE, FLA.
32204

ARTICLE 9 - BY-LAWS

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

ARTICLE 10 - DISSOLUTION

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

ARTICLE 11 - STOCK

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

ARTICLE 12 - OFFICE

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

ARTICLE 13 - AMENDMENTS

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

ARTICLE 14 - CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation, or partnership shall be affected or invalidated by the fact that any director or officer of the Association is pecuniarily or otherwise interested therein. Any director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested or were not a director, member or officer of such firm, association, corporation, or partnership. It is specifically intended that officers of the Association may also be officers in or have interest in the corporations with which management or maintenance agreements are or may be entered into with respect to the East Lake Subdivisions.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 16th day of March, 1979, for the purpose of forming this corporation not for profit under the laws of the State of Florida, and we hereby make, subscribe, acknowledge, and file in the office of the Secretary of State of the State of Florida these Articles of Incorporation and certify that the facts herein stated are true.

Allan R. Rutberg
Allan R. Rutberg

Thomas A. Shapiro
Thomas A. Shapiro

A. George Newman
A. George Newman

STATE OF FLORIDA
COUNTY OF

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

WITNESS my hand and official seal this 16th day of March, 1979.

Camille D. Sparlate
Notary Public, State and County as
aforesaid, My Commission Expires:

Notary Public, State of Florida at Large
My commission expires June 5, 1984

STATE OF NEW JERSEY.
COUNTY OF ESSEX

BEFORE ME, personally appeared A. George Newman, party to the foregoing Articles of Incorporation, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he made, subscribed and acknowledged the foregoing Articles of Incorporation as his voluntary act and deed and that the facts set forth therein are true and correct.

WITNESS my hand and official seal this 16th day of March, 1979.

Spencer Roman
Notary Public, State and County as
aforesaid, My Commission Expires:

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OWELL & DEAS, P.A.
24 FLETCHER BUILDING
JACKSONVILLE, FLA.
32204

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

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

FIRST: That East Lake Woodlands Cluster Homes
Improvement Association Unit Four, Inc., desiring to organize
under the laws of the State of Florida, with its initial
registered office, as indicated in the Articles of Incorporation,
at the City of Palm Harbor, County of Pinellas, State of
Florida, has named William J. Deas, located at 1000 Riverside
Avenue, Jacksonville, Florida 32204, as its agent to accept
service of process within this state.

ACKNOWLEDGMENT

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



William J. Deas, Resident Agent

FILED
APR 22 3 10 PM '19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS

of

EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT FOUR, INC.

ARTICLE 1 - PRINCIPAL OFFICE

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

ARTICLE 2 - MEMBERS

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

Section 2 - Annual Meeting. The annual meeting of the members shall be held on the third Thursday in September of each year, if not a legal holiday, and if a legal holiday, then on the next business date immediately following, beginning with the year 1980, at seven o'clock in the evening, or at such other time and date in the month of September as may be determined by the Board of Directors. All meetings of the members shall be held at the office of the Association in the County of Pinellas, Florida, or at such other place as may from time to time be determined by the Board of Directors and specified in the notice of such meeting.

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

Section 4 - Term of Directors. At the annual meeting of members, commencing with the annual meeting to be held in the year 1980, the members shall elect by ballot the Board of Directors to serve for one year and until their successors shall be chosen and qualified.

EXHIBIT 3

Section 5 - Notice of Meetings. Notice of the annual meeting of the members shall be mailed or delivered by the Secretary or Assistant Secretary to each member at least five (5) days prior to the meeting, but failure to mail such notice to members not entitled to vote shall not affect the validity of any action taken at the meeting.

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

Section 7 - Notice of Special Meetings. Notice of each special meeting of the members, stating in substance the business proposed to be transacted, shall be mailed or delivered by the Secretary or Assistant Secretary to each member at least three (3) days prior to the meeting, but failure to mail or give such notice to members not entitled to vote shall not affect the validity of any action taken at such meeting.

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

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

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

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

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

ARTICLE 3 - BOARD OF DIRECTORS

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

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

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

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

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

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

ARTICLE 4 - OFFICERS OF THE ASSOCIATION

Section 1. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may from time to time elect

or appoint. All officers elected or appointed by the Board shall hold their respective offices only at and during the pleasure of the Board of Directors.

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

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

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

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

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

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

ARTICLE 5 - COMMITTEES

Section 1 - Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the

management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed upon it or him by law.

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

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

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

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

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

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

ARTICLE 6 - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

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

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

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

ARTICLE 7 - ACCOUNTING PERIOD AND ANNUAL REPORTS

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

ARTICLE 8 - NOTICE AND WAIVER OF NOTICE

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

Section 2 - Waiver. Any member or Director may waive in writing or by telegraph any notice required to be given under any provision of any statute, or of the Articles of

Incorporation, or of these By-Laws, either before, at or after the meeting or other event of which notice is so provided; and all members or Directors present at any meeting shall be deemed to have waived any and all notice thereof.

Section 3 - Conflicts. In the event of any conflicts between the provisions and requirements hereof or the provisions and requirements imposed by the Declarations of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A, Four-B, Four-C, and Four-D, said Declarations shall control and prevail.

ARTICLE 9 - REIMBURSEMENT AND INDEMNIFICATION
OF DIRECTORS AND OFFICERS

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

ARTICLE 10 - MAINTENANCE ASSESSMENTS.

The Board of Directors of the Association shall have the right and power to subject, and shall subject each Lot located in the subdivisions known as East Lake Woodlands Cluster Homes Units Four-A, Four-B, Four-C, and Four-D, according to the plats thereof recorded or to be recorded in the current public records of Pinellas County, Florida, to an annual maintenance assessment as provided in the covenants and restrictions applicable to said East Lake Woodlands Cluster Homes Units Four-A, Four-B, Four-C, and Four-D. The Board of Directors of the Association shall also have

the right and power to subject, and shall subject to such annual maintenance assessments, each Lot located in additional subdivisions of lands contiguous to or nearby East Lake Woodlands Cluster Homes Units Four-A, Four-B, Four-C, and Four-D, hereafter designated by the Developer of East Lake Woodlands Cluster Homes Units Four-A, Four-B, Four-C, and Four-D, if and to the extent such Developer by appropriate recorded covenants and restrictions or other recorded instrument shall so provide and authorize.

ARTICLE 11 - SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporation Not For Profit - Seal - 1979 - Florida".

ARTICLE 12 - AMENDMENTS TO BY-LAWS

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

CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF
EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT FOUR, INC.

THIS IS TO CERTIFY AS FOLLOWS:

1. That at a duly and properly called annual meeting of the Members of East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., a Florida nonprofit corporation (the "Association") on January 20, 1982, by resolution adopted and passed by an affirmative vote of all of the Membership of the Association, all in accordance with the applicable requirements of the By-Laws of the Association and of Florida law, the By-Laws of the Association were amended as follows:

(a) ARTICLE 2, Sections 2 and 3, are amended to read as follows:

Section 2 - Annual Meeting. The annual meeting of the members shall be held at a date and time in the month of January of each year beginning in the year 1983, as may be determined by the Board of Directors. All meetings of the members shall be held at the office of the Association in the County of Pinellas, Florida, or at such other place as may from time to time be determined by the Board of Directors and specified in the Notice of such meeting.

Section 3 - Quorum. At least 40% of the members present in person or by proxy, shall be requisite at the first attempt at any Members' meeting to constitute a quorum for the election of Directors or the transaction of other business, with such percentage for a quorum decreasing to 30% for any subsequent attempt at the adjourned meeting."

2. That the adoption of the resolution authorizing the aforesaid amendments to the By-Laws of the Association appear upon the minutes of the aforementioned meeting and are unrevoked.

Executed at Palm Harbor, Florida, this 22 day of May, 1982.

Signed, sealed and delivered
in the presence of:

Michelle G. Baertens
Dorinda M. Spidner

EAST LAKE WOODLANDS
CLUSTER HOMES IMPROVEMENT
ASSOCIATION UNIT FOUR,
INC., a Florida non-profit
corporation

By Max W. McNeill
As its President
Attest Carl R. [Signature]
As its Secretary

(Corporate Seal)

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

April 5, 2013

FINAL ORDER NO. DEO-13-030

Tiffany A. Grant, Esquire
Law Offices of Cianfrone & DeFurio
1964 Bayshore Blvd., Suite A
Dunedin, Florida 34698

Re: East Lake Woodlands Cluster Homes Unit Four

Dear Ms. Grant:

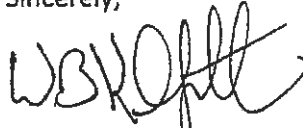
The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the East Lakes Woodlands Cluster Homes Unit Four community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact T. Christopher Long, Assistant General Counsel, at (850) 717-8530, or Rozell McKay, Community Program Administrator, at (850) 717-8480.

Sincerely,



William Killingsworth
Director, Division of Community Development

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF PUBLICATION OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX (850) 921-3230

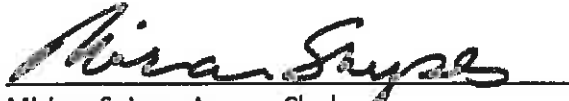
THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 5th day of April, 2013.



Miriam Snipes, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Tiffany A. Grant, Esq.
Law Offices of Cianfrone & DeFurio
1964 Bayshore Blvd., Suite A
Dunedin, FL 34698

By interoffice delivery:

T. Christopher Long, Assistant General Counsel
Rozell McKay, Community Program Manager, Division of Community Planning

79191099

O.R. 4939 PAGE 1213

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EAST LAKE WOODLANDS CLUSTER HOMES UNITS FOUR-B, C, & D

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of East Lake Woodlands Cluster Homes Units Four-B, C, & D, according to the plat thereof recorded in Plat Book 81, Page 8, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as "the Plat"); and

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

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

ARTICLE I - DEFINITIONS

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

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

(b) "Plat" shall mean and refer to that certain plat of East Lake Woodlands Cluster Homes Units Four-B, C, & D, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 81, Page 8, together with any supplements or amendments thereto.

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

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

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

HOLD:
AMERICAN TITLE INSURANCE CO.
CLEARWATER OFFICE

LAW OFFICES
HOWELL & DEAS, P.A.
406 PITCHER BUILDING
JACKSONVILLE, FLA.
32204

Cash Chg
76.00

76.00

This instrument was prepared by:
William J. Deas
Howell & Deas, P.A.
P. O. Box 40063
Jacksonville, FL 32203
Nov 7 2 49 PM '79

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of Parcels "A" or "B" as Parcels "A" or "B" are shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat. The word "Lot" may, when the context requires, be used interchangeably herein with the word "Unit". There are 62 Lots shown on the Plat and, therefore, 62 Units. The designated storage lockers for Lots 42, 47, 56, 63, 72, 79, 84, and 87 are detached from the main portions of the respective Lots and are indicated on the Plat by the designations 42-A, 47-A, 56-A, 63-A, 72-A, 79-A, 84-B, and 87-A, respectively. Similarly the designated parking areas and storage lockers for Lots 82 and 83 are detached from the main portion of the respective Lot, and are indicated on the Plat by the designations 82-A and 83-A, respectively. Also similarly the designated parking area only for Lot 84 is detached from the main portion of Lot 84, and is indicated on the Plat by the designation 84-A. All of these detached storage lockers and/or parking areas, regardless of their physical separation and distinctive designations, are and shall be deemed to be a part of the respective Lot, the same as each and every other Lot shown on the Plat.

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

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

(i) "Common Parcels" shall mean and refer to the 24 Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 15 through 38, inclusive.

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

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

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

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

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

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

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

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

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

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

ARTICLE II - RESTRICTIONS

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

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

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

damage to the Access Ways or pavements or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of the Access Ways.

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

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

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

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

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

Section 2.09 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a Unit is "open for inspection" and when and only so long as the particular Unit is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section 2.09 (a), may be displayed or placed. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

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

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

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

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

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

Section 2.14 - Trees. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Lot. No living tree having a diameter greater than four inches measured at a height of

four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land in such areas shall be made which result in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, deems detrimental to the Land.

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

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

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

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

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

Section 2.19 - Corporate Ownership. Corporate Owners, other than Developer, shall only permit the use of their Unit by its principal officers or directors or other guests, provided,

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

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

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

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

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

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

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

Section 2.26 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall

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be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

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

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

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

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

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

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Section 2.32 - Usage of Lake Parcels.

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

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

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

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

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

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

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

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

Section 2.34 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding,

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

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

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

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

ARTICLE III - UTILITIES

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

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

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

Section 3.04 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each Unit on the Land and the occupants thereof. Each property Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Lot and no sewage disposal service or facility shall be used to serve the Unit or the occupants

thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal, Access Way or Common Parcel. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or airconditioning systems shall be discharged into the sewage collection lines of the Sewage System.

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

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Access Ways and Common Parcels which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.05, supra.

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

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

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(ii) June 1, 1982.

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

**ARTICLE VI - RIGHTS AND OBLIGATIONS
OF THE ASSOCIATION**

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

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

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

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

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

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

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

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

ARTICLE VII - COVENANT FOR ASSESSMENTS

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

obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

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

Section 7.03 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$1,200.00 per Lot, consisting of an annual maintenance and reserve assessment of \$400.00 per Lot and an annual general assessment of \$800.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the annual assessment for the previous year without vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above six percent (6%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 7.04 - Special Assessments for Access Ways and Common Parcels Taxes. In the event local real property taxes in any given year are assessed to the Association as Owner of the Access Ways and Common Parcels (which, of course, assumes that the Association has acquired title to such from the Developer, which may or may not occur) in excess of the amount of \$500.00, then the amount of such excess may be specially assessed by the Board, in its discretion, against all Lots in the following manner: The amount of such excess shall be divided by the number of Lots within the Land, and the quotient thereof shall be the amount of such special assessment against each Lot. In the discretion of the Board, said special assessment may be payable in a lump sum within thirty (30) days after

notice thereof, or the same may be amortized over such number of months as the Board deems advisable. The Board shall determine whether such assessment shall be levied, and the amount thereof, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment shall not be considered an increase in the annual assessment subject to the limitations of Section 7.03, supra.

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

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

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

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

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

Section 7.10 - Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

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

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

Section 7.13 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on

the Access Ways or Common Parcels without the Committee's prior approval unless the same is within an enclosed or semi-enclosed yard, patio, or entry area and screened from view. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

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

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

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

ARTICLE IX - PARTY WALLS

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

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

Section 9.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty

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

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

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

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

ARTICLE X - REMEDIES

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

ARTICLE XI - ANNEXATION

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

LAW OFFICES

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32294

ARTICLE XII - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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606 FLETCHER BUILDING
JACKSONVILLE, FLA.

22284

Section 12.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided; be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 20 , and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shown on the Plat shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 12.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VII, *supra*, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 6.01, *supra*, with reference to the Common Parcels.

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

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

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

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

Section 12.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered

or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: 300 East Lake Woodlands Parkway
Palm Harbor, Florida 33563

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

IN WITNESS WHEREOF, Developer, East Lake Woodlands, Ltd., has caused this instrument to be duly executed, all as of the 5th day of October, 1979.

Signed and sealed in our presence:

[Signature]
Camille A. Spurlato
As to Allan R. Rutberg

EAST LAKE WOODLANDS LTD.
a Florida limited partnership
By Allan R. Rutberg
Allan R. Rutberg, as one of the two General Partners

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

Philip Romano
Mary J. Robinson
As to Muben Realty Company

R. S. [Signature]
AS ITS VICE PRESIDENT
Attest [Signature]
AS ITS SECRETARY
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of October, 1979, by Allan R. Rutberg, one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the Partnership.

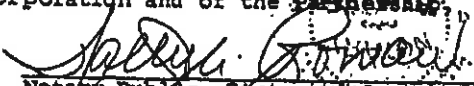
Camille A. Spurlato
Notary Public, State and County aforesaid
My commission expires:

Notary Public, State of Florida at Large
My commission expires July 2, 1982

LAW OFFICES
HOWELL & DEAS, P.A.
606 FLETCHER BUILDING
JACKSONVILLE, FLA.
32204

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 10th day of OCTOBER, 1979, by A. GEORGE NEWMAN and WALTER Y. ASHLEY, as VICE PRESIDENT and SECRETARY, respectively, of Mubon Realty Company, a New Jersey corporation, and one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the corporation and of the Partnership.



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

WALTER A. ROMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 7, 1984

LAW OFFICES
HOWELL & DEAS, P.A.
606 FLETCHER BUILDING
JACKSONVILLE, FLA.
32204

79191100

EASEMENT DEED
(Cluster Homes Units Four-B, C, & D - Access Easement)

THIS EASEMENT DEED, made and entered into this 5th day of October, 1979, between EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Grantor"), and each and every Lot owner in EAST LAKE WOODLANDS CLUSTER HOMES UNITS FOUR-B, C, & D, according to the Plat thereof as recorded in Plat Book 81, Pages 8 (hereinafter sometimes collectively referred to as "Grantees");

NOW, THEREFORE, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey to Grantees, their successors, lessees, grantees, assigns, guests, invitees, domestic help, and mortgagees, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers and representatives of properly authorized utilities, subject to the terms and conditions hereof, a perpetual, non-exclusive Easement for the purpose of vehicular, pedestrian, and utility ingress, egress, and access, over, under, across, and through, that certain property lying, situate, and being in Pinellas County, Florida, which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter sometimes referred to as the "Easement Area");

SUBJECT to all covenants, restrictions, easements, mortgages, liens, security interests, encumbrances, agreements, and reservations of record, if any, and taxes accruing subsequent to December 31, 1978.

GRANTEES, by their acceptance hereof, hereby agree as follows:

1. That the Easement granted them hereunder shall cease, terminate, and revert to Grantor if, at any time, Grantees shall abandon use of the Easement Area.
2. That the Easement granted them hereunder shall cease, terminate, and revert to Grantor if, at any time, Grantor shall convey or dedicate the Easement Area to Pinellas County, Florida, or the governing body of any municipality, or body politic then having jurisdiction over the Easement Area.
3. That the Easement granted them hereunder is non-exclusive, and shall be owned, held, and utilized by Grantees in common with Grantor, together with its successors, lessees, grantees, assigns, guests, invitees, and mortgagees.

GRANTOR covenants that it has the right to convey this Easement, and that Grantees shall have the non-exclusive possession, use, and enjoyment of the Easement Area.

ALL covenants, conditions, and terms hereof shall inure to the benefit of and be binding upon the parties hereto, together with, as applicable and appropriate, their respective heirs, successors, lessees, grantees, assigns, guests, invitees, domestic help, and mortgagees.

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

PINELLAS COUNTY
CLERK OF COUNTY COURT
NOV 7 2 50 PM '79

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41 1.70
42 10.40

AMERICAN TITLE INSURANCE CO.
CLEARWATER OFFICE

LAW OFFICES
HOWELL & DEAS, P.A.
608 FLETCHER BUILDING
JACKSONVILLE, FLA.
32254

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NOV-79
00.40

IN WITNESS WHEREOF, the Grantor has caused this Basement Deed to be executed, the day and year first above written.

Signed and sealed in our presence:

EAST LAKE WOODLANDS, LTD.
a Florida limited partnership

[Signature]
Camille M. Sparta
As to Allan R. Rutberg

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

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

[Signature]
[Signature]
As to Muben Realty Company

By [Signature]
As its VICE PRESIDENT
Attest: [Signature]
As its SECRETARY

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of October, 1979, by Allan R. Rutberg, one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the Partnership.

[Signature]
Notary Public, State and County aforesaid
My commission expires: _____
Notary Public, State of Florida at Large
My commission expires June 5, 1982

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 10th day of October, 1979, by A. GEORGE NEWMAN and WALTER I. ASHLEY, as VICE PRESIDENT and SECRETARY, respectively, of Muben Realty Company, a New Jersey corporation, and one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the corporation and of the Partnership.

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

MARYANN DISIMONE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 9, 1984

LAW OFFICES
HOWELL & DEAS, P.A.
666 FLETCHER BUILDING
JACKSONVILLE, FLA.
32204

EXHIBIT "A"

ACCESS EASEMENT

A parcel of land lying in Sections 9, 10 and 15, Township 28 South, Range 16 East, Pinellas County, Florida being more particularly described as follows:

That portion of Woodlands Drive (Parcel A) as depicted in the plat of East Lake Woodlands Cluster Homes - Unit One as recorded in Plat Book 65, Pages 52 through 54, inclusive.

AND

That portion of Woodlands Drive and South Woodlands Drive (Parcel A) as depicted in the plat of East Lake Woodlands Patio Homes Unit One - East as recorded in Plat Book 76, Pages 65 and 66, inclusive.

AND

That portion of South Woodlands Drive (Parcel A) as depicted in the plat of East Lake Woodlands Patio Homes Unit One-A East as recorded in Plat Book 79, Page 68.

AND

That portion of South Woodlands Drive (Parcel A) as depicted in the Plat of East Lake Woodlands Cluster Homes Unit Four-A as recorded in Plat Book 80, Pages 2, 3 and 4, inclusive.

LAW OFFICES

HOWELL & DEAS, P.A.

606 FLETCHER BUILDING

JACKSONVILLE, FLA.

22204

(10/3/79 - Cluster Homes Units
Four-B, C, & D - Access Easement)

PREPARED BY AND HOLD FOR:
KRUG, BERMAN & SILVERMAN, P.A.

88279923

OR 6875PG1810

01 CASH
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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS CLUSTER HOMES UNITS FOUR-B, C AND D

KNOW ALL MEN BY THESE PRESENTS, that East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., a Florida Non-Profit Corporation, pursuant to a resolution adopted and passed by the membership of the Association, all in accordance with the applicable requirements of the said Declaration, the Articles of Incorporation and Bylaws of the Association, does hereby amend the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C and D, which was recorded in Official Records Book 4939, Page 1213, et seq., Public Records of Pinellas County, Florida, as follows:

"Section 2.17: Uniform Design. All Units shall be and remain of like exterior design, shape, color and appearance as other Units of the same class or type, except for specific design alteration as may be approved by the Board of Directors for all Units of the same class or type. All plumbing and heating vents protruding from roofs of Units shall be painted the same color as the roof."

This Amendment to the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C and D is made this 3rd day of November, 1988.

WITNESS: EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC.

By: John Roberts
JOHN ROBERTS, President
Attest: Eleanor Retz
ELEANOR RETZ, Secretary

88 NOV 14 PM 5:33

STATE OF FLORIDA) 14047761 SPB 11-14-88 17:42:40
COUNTY OF PINELLAS) 11 3610 - 00090283
DCL-E LAKE WOODLANDS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared JOHN ROBERTS and ELEANOR RETZ, JOHN ROBERTS, President and Secretary respectively of EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC., to me well know, and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, this 3rd day of November, 1988.

My Commission Expires March 24, 1991
Notary Public
Bonded thru Huckleberry & Associates

PLAT RECORDED IN PLAT BOOK 81 AT PAGE 8, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

RECORDING CHG 283
REC 600
FEES
MTF
PTG
P/C
TOTAL 600

East Lake Woodlands Cluster Homes Unit Four - B, C & D
Legal Description of Properties Subject to Declaration

HELEN M MARCIK, Lot 38, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

EARL R WOKUTCH and MAUREEN A WOKUTCH, Lot 39, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

PATRICIA KLEINMAN, Lot 40, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

MARY BETH WEIR, Lot 41, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

YVONNE LAWRENCE, Lot 42, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

KAREN L LEE as Trustee of the KAREN L LEE REVOCABLE TRUST, Lot 43, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

FRED EGRE, Trustee, Lot 44, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

RONALD J PADILLA and MIRANDA J. PADILLA, Lot 45, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

HAROLD ROSENBERG and BARBARA P. ROSENBERG, Lot 46, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JUDITH A TURECK, as Trustee of the JUDITH A TURECK REVOCABLE TRUST, Lot 47, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

RICHARD E MILLER, Lot 48, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

RICHARD T BULOVA, Lot 49, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

HARRIET A WARACH, Lot 50, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

EMILIO E RIERA, Lot 51, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

CHRISTOPHER DENISCO, Lot 52, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSN., INC., Lot 53, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

SHERRILL M STEIN and PAUL E. STEIN, Lot 54, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

DEBRA A DAVIS, Lot 55, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JOSEPH J REIS, JR and URSULA REIS, Lot 56, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

DUNCAN W CANEY and FRANCISCA CANEY, Lot 57, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

ROBERT J POKLEMBA and RITA A POKLEMBA, Lot 58, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JAMES M HENDLEY, Lot 59, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

PATRICIA BOYLE, Lot 60, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

MICHAEL P O'HORO and NANCY M O'HORO, Lot 61, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

MICHAEL F POIGNEE and CAROLE A POIGNEE, Lot 62, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

VINCENT K BECKLUND and JENNIFER M BECKLUND, Lot 63, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

DAVID C STOKES, Lot 64, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

BARBARA R SHAGRIN, Lot 65, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JON E JOHNSTON and EMMY L JOHNSTON, Lot 66, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

MARY P FLETCHER, Lot 67, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JACQUELINE R FLETCHER, Lot 68, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

THOMAS R JASTREBSKI and LAURENE JASTREBSKI, Lot 69, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

RICK C CANTRELL and BARBARA A CANTRELL, Lot 70, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

DAVID GREENAWAY and WENDY FASULO, Lot 71, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

CAROL S HAYES, Lot 72, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

BRYON PATRON, as Trustee of the BRYON PATRON REVOCABLE TRUST and SANDRA L PATRON as Trustee of the SANDRA L PATRON REVOCABLE TRUST, Lot 73, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

MICHELE S DOMB, Lot 74, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JEFFREY ARTHUR MC BRIDE, Lot 75, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JOHN R & CYNTHIA J WEISS REVOCABLE TRUST, Lot 76, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

YVETTE F WILLIAMS, Lot 77, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

KAREN MILLS, Lot 78, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

EDNA BENNETT as Trustee of the EDNA BENNETT RIFKIN TRUST, Lot 79, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JEFFREY L DEZEN and SHEILA H DEZEN, Lot 80, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JAMES W CAHILL and MARY J CAHILL, Lot 81, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

HAROLD L CARLSON, Trustee and MARIE A CARLSON, Trustee, Lot 82, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

ELEANORE V RETZ, Lot 83, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

USA FEDERAL NATIONAL MORTGAGE ASSOCIATION, Lot 84, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

DAVID C BORNMANN and DIANE J KELLEHER, Lot 85, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

PETER C. HANSON, Lot 86, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

BARBARA C. LUCAS, Lot 87, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JAMES E WAMBOLD and BETTY ANN WAMBOLD, as Trustees of the JAMES E WAMBOLD & BETTY ANN WAMBOLD REVOCABLE TRUST, Lot 88, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

DIANE MARIE WATSON, BARBARA LYNN WATSON, ANDREA GAIL WATSON, RALPH J WATSON, JR, JOHN THOMAS WATSON, and MARY LOUISE WATSON SWAIN, Lot 89, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

HELEN CROWLEY, Lot 90, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

SALLY J. WHITE, Lot 91, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

RON WALKER and MARY WALKER, Lot 92, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JANICE L MARTIN, Trustee, Lot 93, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

STEVEN K BECKLUND and MARIE M. BECKLAND, Lot 94, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

MICHAEL STEVENS and PATRICIA STEVENS, Lot 95, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

CHERYL M RILEY and CARL J. SMITH, Lot 96, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

JUNE M WAITKUS, Trustee, Lot 97, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

ROBERT A QUEEN, CHRISTOPHER A QUEEN, and DAVID J. QUEEN, Lot 98, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

FRANCIS X CLARKE and NORENE M CLARKE, Lot 99, East Lake Woodlands Cluster Homes - Unit Four-B,C & D, as shown on the Plat thereof recorded in Plat Book 81, Pages 8-12, Public Records of Pinellas County, FL

SCHEDULE OF AMENDMENTS
TO
DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR
EAST LAKE WOODLANDS CLUSTER HOMES UNIT FOUR-A
AND UNITS FOUR-B, C & D

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS...

ARTICLE II - RESTRICTIONS, Section 2.34 - Insurance, of the Declarations of Covenants and Restrictions is amended to read as follows:

Section 2.34 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, ~~each owner~~ the Association shall purchase fire and extended coverage insurance insuring ~~his Unit~~ all buildings and improvements located within East Lake Woodlands Cluster Homes Unit Four for its ~~the full insurable value~~, which insurance shall include public liability, shall designate ~~the Association Owners~~ as a co-insureds thereunder, and shall be ~~charged to and paid by the Owner obtaining same~~ Association. All Owners shall be required to maintain insurance for the interior of their Units up to the point of the inside of the unfinished drywall on the exterior walls, and the unfinished ceiling and floors, and shall keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is in full force and effect.

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

EXHIBIT "A"

PREPARED BY AND RETURN TO:
Joseph R. Cianfrone, P.A.
1964 Bayshore Blvd.
Dunedin, FL 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2008028595 01/30/2008 at 08:50 AM
OFF REC BK: 16134 PG: 2007-2009
DocType:RST RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT
TO
DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR
EAST LAKE WOODLANDS CLUSTER HOMES UNIT FOUR-A
AND UNITS FOUR-B, C & D**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on December 12, 2007, by the requisite approval of the members as stated in the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A, as originally recorded in O.R. Book 4861, Page 1138, et seq., as amended, and the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Units Four-B, C & D, as originally recorded in O.R. Book 4939, Page 1213, et seq., as amended, all in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

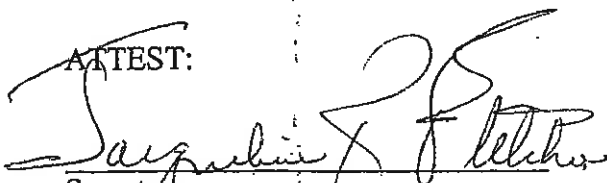
The Declarations of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A and Units Four-B, C & D are hereby amended in accordance with Exhibit "A", attached hereto and entitled "Schedule of Amendments to the Declarations of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Four-A and Units Four-B, C & D."

IN WITNESS WHEREOF, EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT FOUR, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 12th day of January, 2008.


(Corporate Seal)

EAST LAKE WOODLANDS CLUSTER HOMES
IMPROVEMENT ASSOCIATION UNIT FOUR, INC.

ATTEST:

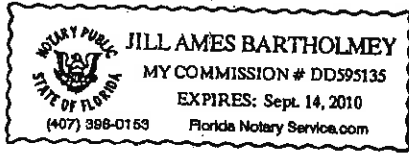

Secretary

By:


President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 12th day of January, 2008, personally appeared before me Michael Stevens, President, and Jacqueline Fletcher, Secretary of East Lake Woodlands Cluster Homes Improvement Association Unit Four, Inc., both personally known to me or identified by _____ and acknowledged the execution of this instrument for the purposes herein expressed.



Jill Ames Bartholmey
NOTARY PUBLIC
My Commission Expires: