

INST # 94-225022
AUG 8, 1994 4:34PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8749 PG 780

This instrument prepared by:
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Clearwater, FL 34616
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3C031747 MAK 08-08-1994 16:00:32
01 DCL-CREEKSIDE
RECORDING
RECORD FEES \$157.50
\$.05
TOTAL: \$157.55
CHECK AMT. TENDERED: \$162.50
CHANGE: \$4.95

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CREEKSIDE

This Declaration made on the date hereinafter set forth by T.J.S. of Pinellas, Inc., a Florida corporation, hereinafter referred to as the "Record Title Holder."

WITNESSETH:

WHEREAS, the Record Title Holder is the owner of certain real property in Pinellas County, Florida, more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Record Title Holder desires to create an exclusive residential community known as "CREEKSIDE" on the land described in Exhibit A; and

WHEREAS, Record Title Holder desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common property, and to this end, the Record Title Holder desires to subject the real property described on Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Record Title Holder has deemed it desirable for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, Record Title Holder has incorporated under the laws of the State of Florida, as a not-for-profit corporation, CREEKSIDE HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not

1 3C031746 MAK 08-08-1994 15:59:28
11 3010 - 00000550
DCL-PCREEKSIDE
RECORD FEES 9 \$16.50
MOD TRUST FUND 10 \$2.50
TOTAL: \$19.00
CHARGE AMOUNT: \$19.00

intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Record Title Holder hereby declares that the real property described in the attached Exhibit A shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth which are for the purpose of protecting the value and desirability which shall run with the real property and be binding on all parties having any right, title or interest therein, or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof, and further names U.S. Home Corporation, a Delaware corporation, as Developer under this Declaration for the purposes herein 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 U.S. Home Corporation, a Delaware corporation, together with its successors, legal representatives, grantees, and assigns. It shall not include any person or party who purchases a Lot or Building Plot, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by Developer hereunder with regard thereto.

(b) "Plat" shall mean and refer to that certain plat of Creekside according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 110, beginning at page 44, 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 and all supplements or amendments hereto, if any.

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

3C031749 MAX	08-08-1994	16:03:02
01 DCL-CREEKSIDE		
RECORDING	1	\$157.50
RECORD FEES	9	\$5.00

TOTAL:		\$162.50
CHECK AMT. TENDERED:		\$162.50
CHANGE:		\$.00

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat, and a Lot may include any portion of the Access Ways or other easements as the same are shown and described on the Plat. The term "Lot" may, when the context requires, be used interchangeably with the term "Building Plot."

(g) "Access Ways" shall mean and refer to the roadways which provide access to the Lots as shown on the Plat.

(h) "Association" shall mean and refer to Creekside Homeowners Association, Inc., a Florida corporation not for profit, together with its successors, legal representatives, and assigns.

(i) "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 or Building Plot.

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

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

(l) "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 and Bylaws.

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

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

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

(p) "Building Plot" shall mean and refer to all or parts of a Lot, Lots, or any portion of the Land and may consist of one or more contiguous Lots, all or part of one Lot or and any portion of the Land, all of one Lot and part of a contiguous Lot, Lots, or any portion of the Land, or any other combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site, provided such plot extends from any Access Ways to an existing rear or back property line as shown on the Plat. However, a Building Plot shall have an area of not less than 10,000 square feet, except that this requirements for minimum area shall not apply to a Building Plot which consists of or includes an entire Lot as shown on the Plat. No

residence shall be erected upon or allowed to occupy any Building Plot having less than such minimum area unless the Building Plot consists of or includes an entire Lot as shown on the Plat. The term "Building Plot" may, when the context requires, be used interchangeably with the term "Lot."

(q) "Interior Side Line" shall mean and refer to a Lot or Building Plot side line which is not contiguous to one or more Access Ways.

(r) "Front Building Restriction Lines" shall mean and refer to the building restriction lines referred to in Note Number 1 under Building Set-back Restrictions of the Plat which parallel and are closest in point of distance to the abutting Access Way or Ways.

(s) "Rear Building Restriction Lines" shall mean and refer to the rear building restriction lines referred to in Note Number 2 under Building Set-back Restrictions of the Plat which are furthest in point of distance to the abutting Access Way or Ways.

(t) "Side Building Restriction Lines" shall mean and refer to the side building restriction lines referred to in Note Number 1 under Building Set-back Restrictions of the Plat and which are furthest in point of distance to the abutting Access Way or Ways or to any Lot boundary line as shown on the Plat.

(u) "Detached Outbuilding" shall mean and refer to any garage, quarters for domestic servants, laundry, tool or workshop, hothouse, greenhouse, guest house, children's playhouse, summerhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure of any kind which extends more than four feet above the normal surface of the ground and which is detached from the single family residence located or to be located on the Land.

(v) "Natural Area" shall mean and refer to the Natural and Conservation Areas as delineated on the Plat and referred to in Conservation Easement Notes thereon.

(w) "Community Association" shall mean and refer to East Lake Woodlands Community Association, Inc., a Florida non-profit corporation, together with its successors, legal representatives and assigns.

(x) "Community Facilities" shall mean and refer to the various community type facilities referred to in Section 7.01, infra, and which are maintained by the Community Association.

(y) "Golf Course Parcel" shall mean and refer to any Golf Course (Unplatted) parcels as shown on the Plat, which are not, however, part of the Land.

(z) "Record Title Holder" shall mean and refer to T.J.S. of Pinellas, Inc., a Florida corporation, its successors and assigns.

(aa) "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(bb) "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as herein defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of any Common Area, medians and shoulders of publicly dedicated collector and arterial roadways, any boundary walls and entrance signs, street lighting on publicly dedicated collector and arterial roadways, and the expenses and costs incurred by the Association in performing the rights, duties and obligations set forth in this Declaration.

(cc) "Lake Parcel" shall mean and refer to any Lake Parcel(s) as shown on the Plat, which are not, however, part of the Land.

(dd) "Master Declaration" shall mean and refer to the Master Declaration of Covenants and Restrictions for Creekside as recorded in O.R. Book 8503, beginning at page 1876, public records of Pinellas County, Florida.

(ee) "Interpretation." Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Building Plots shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any Lot or other Building Plot other than a single family private residence. No buildings or other improvements, at any time situate on any Lot or other Building Plot 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 expressly permitted elsewhere in these Covenants, and except such signs erected or displayed by Developer. No building or other improvements situate on any Lot or Building Plot shall be rented or leased separately from the rental or lease of the entire Lot or Building Plot 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 or Building Plot and no building or other improvements on any Lot or Building Plot 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 Record Title Holder, together with its successors, assigns and grantees, if any. Notwithstanding the foregoing, however, in the event Record Title Holder conveys title to the Access Ways to Developer, Developer hereby reserves the right to convey title to the Access Ways to the Association. Developer, also, does hereby grant to the present and future Owners in Creekside 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 specifically authorized by Developer in writing to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may specifically designate in writing, the non exclusive 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 the 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 upon any Lot or Building Plot of Creekside.

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 pavement 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 - Conveyance 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 conveyed to the Association, the preceding provisions of Section 2.02, 2.03 and 2.04, supra, shall be of no further force or effect thereafter.

Section 2.06 - One Story Minimum Square Footage. No one-story residence shall be erected or allowed to remain on any Building Plot unless the ground floor square foot area of the residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed a minimum square footage of 1,100 square feet.

Section 2.07 - Multi-Story Minimum Square Footage. No one and one-half story residence, no split-level residence, and no two, or more, story residence shall be erected or allowed to remain on any Building Plot unless the total floor area of all floors and levels of such residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed a minimum square footage of 1,500 square feet.

Section 2.08 - Utility Yards. Each residence erected on a Building Plot shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed. Each utility yard shall be walled or fenced and the entrance thereto shall be screened, using materials and with a height and of a design approved in advance by Developer, in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view up to the height of such wall or fence. The following buildings, structures and objects must be erected and maintained and allowed to remain on the Building Plot, only if the same are located wholly within the main residence or wholly within such a Utility Yard: pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil, gas, charcoal, and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants' quarters, garbage and trash cans and receptacles, detached garages, above-ground exterior air conditioning and heating equipment and other mechanical equipment, swimming pool pumps, filters and associated equipment, together with any other structures or objects determined by Developer, in its sole discretion, to be of an unsightly nature or appearance. All clothes drying poles and devices, even though located in a Utility Yard in accordance with this paragraph, must be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 2.09 - Detached Outbuildings Prohibited. Except as provided in Section 2.10, infra, no Detached Outbuildings shall be erected or allowed to remain on any part of any Building Plot.

Section 2.10 - Detached Outbuildings Permitted. Any Detached Outbuilding may be erected and maintained within a utility yard required by Section 2.08, supra, but any such Detached Outbuilding, any part of which extends above the top of the fence or wall enclosing such Utility Yard, shall be subject to the approval of Developer, pursuant to the provisions of Section 2.12, infra. Detached Outbuildings which are not required to be located in a Utility Yard under the provisions of Section 2.08, supra, may be erected and allowed to remain on a Building Plot outside of a Utility Yard meeting the requirements of Section 2.08 if the same have been approved by Developer, pursuant to the provisions of Section 2.12, infra, but such Detached Outbuilding shall not be commenced, erected, maintained or allowed to remain on the Building Plot outside of such a Utility Yard unless and until such approval has been first obtained.

Section 2.11 - Building Restriction Lines.

(a) There are Front Building Restriction Lines, Rear Building Restriction Lines and Side Building Restriction Lines referred to on the Plat which affect each Lot.

(b) No building, Detached Outbuilding, Utility Yard, hedge, fence, wall or any type or kind of permanent structure (except walks, drives, and parking areas, the location and design of which have been previously approved by Developer), or any part of any of the same, shall be erected, placed, or allowed in the area of any Building Plot lying between the Front Building Restriction Line and the Access Ways on which the Building Plot abuts, except that with the prior written consent of Developer, and subject to the conditions and requirements of any such consent, a hedge, fence, or both, may be erected, placed and allowed in such area.

(c) No building, Detached Outbuilding, Utility Yard, hedge, fence, wall or any type or kind of permanent structure, or any part of any of same, shall be erected, placed or allowed in the area of any Building Plot or on the Land lying between the Rear Building Restriction Line and the rear or back line of the Building Plot (or, in accordance with the Conservation Easement Notes on the Plat, the nearest boundary of the Natural Area, if applicable), except that a hedge, fence or wall which extends not more than four feet above the surface of the ground and which conforms with and does not violate any provision hereof may be erected, placed, or allowed in the area between the Rear Building Restriction Line and the rear or back line of the Building Plot (or, in accordance with the Conservation Easement Notes on the Plat, the nearest boundary of the Natural Area, if applicable) and any structure other than a hedge, fence or wall which extends not more than four feet above the surface of the ground and which conforms with and does not violate other provisions hereof may be erected, placed, and allowed in any portion of said area which is located more than five feet from a side or rear line of the Building Plot.

(d) No part of any building, Detached Outbuilding, Utility Yard, hedge, fence, wall, or any type or kind of permanent structure (except drives and walks) which is located in the area of any Building Plot on the Land bounded by the Front and Rear Building Restriction Lines and the Side Building Restriction Lines or Line of the Building Plot shall be erected, placed, or allowed nearer than 7 and 1/2 feet to any Side Building Line of the building Plot, except that within the area bounded as above set forth all or any part of a Utility Yard (including structures or objects therein), hedge, fence, or wall which do not extend more than five feet above the surface of the ground and which conform with and do not violate any provisions hereof maybe erected, placed, and allowed nearer than 7 and 1/2 feet to any Side Building Line of the Building Plot, provided, however, that no such utility yard, hedge, fence, or wall shall be erected, placed or allowed nearer than three feet to any Side Building Line without the prior written consent of Developer.

(e) Notwithstanding any other provisions of these Covenants:

(1) No Utility Yard, fence, wall or any type or kind of permanent structure shall be erected, allowed, or placed within any of the areas designated on the Plat as easements. Any hedge, shrub, tree or other planting placed within any of the areas designated on the Plat as easements shall forthwith be removed by the Building Plot Owner if and when such Owner is required or requested to do so by Developer.

(2) Any Utility Yard, fence, wall, hedge, shrub, tree, or other planting or other structure or improvements erected or placed within any of the easement areas reserved or given in these Covenants, but not designated as easements on the Plat, if any, shall forthwith be removed by the Building Plot Owner if and when such Owner is required or requested to do so by Developer.

(3) In no event shall any building, Detached Outbuilding, Utility Yard, hedge, fence, wall or any type or kind of permanent or temporary structure or improvements of any type be erected, placed, or allowed within the Natural Area which shall and must remain in its present, natural state, as is referenced to in Conservation Easements Notes of the Plat.

(4) In no event shall any fence, wall or hedge be erected, placed or allowed on the portion of any Lot or Building Plot which abuts a Golf Course parcel.

Section 2.12 - Architectural Approval. For the purpose of further insuring the development of the land as a residential area of the highest quality and standards, and in order that all improvements on each Building Plot shall present an attractive and pleasing appearance from all sides and from all points of view, Developer reserves the

exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each Building Plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, Utility Yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any Building Plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Building Plot, approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as Developer shall require, including, if so required, plans for the grading and landscaping of the Building Plot, showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by Developer and until a copy of all such plans and specifications, as finally approved in writing by Developer, have been deposited permanently with Developer. Developer shall have the absolute and exclusive right (without the incurring of any liability for such) to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, as well as reasons connected with future development plans of Developer of the Land or any contiguous or adjacent lands. In this connection, Developer shall have the right to require that the outside of fences, walls, or Utility Yards be appropriately landscaped. In passing upon such building plans and specifications and lot-grading and landscaping plans, Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the Building Plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, compliance with the grading plan, and the effect and appearance of such construction as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the Building Plot Owner submitting the same, and shall consist of not less than the following: grading plans, foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the Building Plot, with all applicable building restriction liens shown thereon. In addition, there shall be submitted to Developer for approval such samples of building materials proposed to be used as Developer shall specify and require. Regardless of the preceding provisions of this Section 2.12, it shall not be necessary to submit plans and specifications to or to obtain the approval of Developer for any Detached Outbuilding which is to be erected and maintained wholly within a Utility Yard required by Section 2.08, supra, if no part of such Detached Outbuilding extends above the top of the fence or wall enclosing such utility yard. In the event that Developer fails to approve or disapprove such building

plans and specifications within 60 days after the same have been submitted to it as required above, the approval of Developer shall be conclusively and irrefutably presumed and the provisions of this Section 2.12 shall be deemed to have been complied with. However, no residence or other building, structure, or improvement which violates any of the Covenants or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Building Plot. The issuance of a building permit or license, which may be in contravention of these Covenants, shall not bar, preclude, or prevent Developer from enforcing the provisions of this section 2.12.

Section 2.13 - Garages. All garages not located within a Utility Yard meeting the requirements of Section 2.08, supra, shall have the capacity for at least two automobiles.

Section 2.14 - Vehicular Parking. No motorized wheeled vehicles of any kind and no boats may be kept or parked on any Lot, Building Plot, or anywhere within the Land, unless they are completely inside a garage attached to the main residence or within a utility yard meeting the requirements of Section 2.08, supra, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway or parking area on the Building Plot, private automobiles of guests of the occupants may also be parked in such driveway or parking area, and except further that other vehicles may be parked in such driveway or 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 motorized wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a Utility Yard shall be kept or parked in any such Utility Yard. Under no circumstances shall inoperative vehicles be parked or maintained on the Land, or repaired thereon.

Section 2.15 - Lot Plates. A plate showing the street number of the Lot shall be placed on each Improved Building Plot; and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Improved Building Plot. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.

Section 2.16 - Window Air Conditioners and Fans, Solar Devices, and Goals. Unless the prior approval of Developer has been obtained, no window air conditioning units, window fans, exhaust fans, or solar heating devices shall be installed in any side of a residence which faces an Access Way, the Community Facilities, any adjacent Golf Course Parcel, nor shall any basketball goals be installed on any portion of a Lot.

Section 2.17 - Construction. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans

and specifications approved by Developer pursuant to Section 2.12, supra, must be completed in accordance with said plans and specifications within two (2) years after the start of the first construction upon each Building Plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to completion of construction, the Owner shall install at his expense, a suitable concrete driveway from the paved portion of the abutting Access Ways to his Building Plot line and shall remove the curbing at the edge of the paved portion of the abutting Access Ways to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and also proper and continued drainage along the edge of the paved portion of the Access Ways. The design and type of material for each such driveway and curb or gutter shall first be approved by Developer in writing and the subsurface of the portion of the driveway between the Building Plot line and the paved portion of the abutting Access Ways as well as the replacement curb or gutter shall be installed prior to commencement of any construction and prior to delivery of construction materials to the Building Plot. During construction on any Building Plot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Building Plot from the Access Ways only over the installed replacement curb or gutter and driveway subsurface, and such vehicles shall not be parked at any time on the Access Ways or upon any property other than the Building Plot on which the construction is proceeding.

Section 2.18 - Prohibitions Prior to Construction. No picnic areas and no Detached Outbuildings shall be erected or permitted to remain on any Building Plot prior to the start of construction of a permanent residence thereon.

Section 2.19 - Temporary Buildings. Except for structures which are permitted by other provisions hereof to be located within the Utility Yard and referenced to in Section 2.08, supra, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Building Plot. However, this section shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of customary temporary sanitary toilet facilities for workmen during the course of such construction. Neither shall this paragraph prohibit or restrict in any way any sales office the Developer wishes to maintain under the provisions of Section 2.35 hereof and such sales office may be maintained in any type structure which, in Developer's sole discretion, is suitable for such purposes.

Section 2.20 - Temporary Residences. No trailer, basement, garage, or any outbuilding of any kind, other than guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a Building Plot, shall at any time be used as a residence, either temporarily or permanently.

Section 2.21 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Building Plot except "For Sale" signs, which signs may refer only to the particular building Plot on which displayed, shall not exceed five square feet in size, shall not extend more than five 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 Building Plot. However, when a residence on a Building Plot is "open for inspection", and when and only so long as the particular residence is attended by a representative of the owner of the residence, then and only then, a sign advertising such, which sign shall not exceed five square feet in size, and which shall meet all of the other requirements of this Section 2.21(a), may be displayed or placed. Developer may enter upon any Building Plot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in the 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 2.22 - Aerials. No exterior radio, television or any other electrical antennas or aerials or earth stations or satellite dishes or any similar device may be erected or maintained anywhere upon any portion of the Land or any Lot. Notwithstanding the above, antennas, aerials and similar devices may be maintained in the attic of individual homes so long as the antennas, aerials or other devices are not visible from the exterior of the home.

Section 2.23 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any structure located on a Building Plot which causes interference with the television or radio reception in any structures located on other Building Plots.

Section 2.24 - Pets. 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 Building Plot. No other animals, birds, or fowl shall be kept, permitted, raised or maintained on any Building Plot, except as permitted in this section. No more than two (2) dogs, not more than two (2) cats, and not more than four (4) birds may be kept on a single Building Plot 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 Building Plot. Pets are not permitted to roam free. Birds shall be kept caged at all times.

Section 2.25 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried out upon 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 thereon, nor any fire hazard be allowed to exist thereon. No Owner shall permit any use of his Lot or Building Plot or make any use of the Access Ways that will increase the cost of insurance upon the Land above that required when the property is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or be permitted to stand for any period of time on the Access Ways, except in accordance with the Regulations.

Section 2.26 - Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Building Plot. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Land, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows: (a) with the express written consent of the Association; (b) if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval. Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree. It is the express intention of this Section 2.26 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Land after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent. 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 Developer, in its sole discretion, deems detrimental to the Land, unless such is accomplished pursuant to approved construction in accordance with Section 2.12, supra.

Section 2.27 - 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 Building Plots, each of which must meet the requirements of Section 1.01(p), supra. The Covenants, in the event any of said Lots shall be resubdivided or replatted as foresaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein or shown on the Plat.

Section 2.28 - 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 and/or convey to the County, all or any part of any easements referred to herein, including any granted in or shown on the Plat.

Section 2.29 - Lot and Building Plot Maintenance. The owner of each Building Plot, subject to the provisions of Section 4.02 infra, whether such Building Plot be improved or unimproved, shall keep such Building Plot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Building Plot at all times in a neat and attractive condition. In the event the owner of any Building Plot fails to comply with the preceding sentence of this Section 2.29, Developer shall have the right, but not the obligation, to go upon such Building Plot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such Building Plot, which expense shall be payable by such owner to Developer on demand.

Section 2.30 - Duty To Maintain. All fixtures and equipment installed within a Building Plot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Building Plot, 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 any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Building Plots or their Owners.

Section 2.31 - Rights of Others. Each Owner and occupant of a Building Plot shall use the Access Ways in such a manner as shall not abridge the equal rights of the other Owners and residents of Building Plots to the use and enjoyment thereof.

Section 2.32- Fairness. No action shall at any time be taken by the Association or the Board 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 2.33 - 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 the Articles and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land, and shall be binding thereon after receipt of such.

Section 2.34 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Building Plot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Building Plot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Building Plot.

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

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

Section 2.37 - Golf Course Parcel. A parcel of property owned by another entity and adjacent to the Land is labeled as Golf Course and is shown on the Plat as "Unplatted". Regardless of the location of said parcel shown as "Unplatted", and regardless of the use to which the parcel now or hereafter may be put, said parcel is and shall remain privately owned and the sole and exclusive property of its owner (free and clear of the Covenants), together with its successors, assigns, and grantees, if any, of said parcel or of any rights or interests therein, and may be used for any purpose or

purposes as shall be determined by its owner and its successors, assigns, and grantees, if any, of such parcel 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 use of or place any structure or object on said parcel; or any right, title, interest, easement, or privilege of any kind in, to, over, upon, or with respect to said parcel, except as may be specifically set forth herein. Should the Owners of Lots or Building Plots or any occupant of the Land or any other persons be permitted or allowed any rights of the use of any part of said parcel, either by acquiescence, by the express consent of its owner, or by the provisions set forth herein, all such rights may be terminated and cancelled by its owner at any time without cause or liability of its owner.

Section 2.38 - 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 its owner. 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. Any Owner who purchases a Lot or Building Plot adjacent to the golf course shall be deemed to have assumed the risk of any damage to his residence, any part of any building, Detached Outbuilding, Utility Yard, hedge, landscaping, fence, wall, or any type or kind of permanent structure located on his Lot or Building Plot, and any item of Owner's personal property located anywhere within the Land, the Owner's Lot or Building Plot, caused accidentally by golf balls, and the liability of such shall be solely and exclusively that of the Owner.

Section 2.39 - Fences. Notwithstanding any provision of Section 2.11 to the contrary, no fences, walls or hedges, other than those initially installed by Developer shall be permitted anywhere within the Land except as approved in writing by the Board, which approval may be arbitrarily withheld.

Section 2.40 - Lake Parcel. A parcel of property owned by another entity and adjacent to the Land has been designated as a Lake Parcel and shall be so delineated and shown on the Plat as "Lake Parcel" and "unplatted." Regardless of the location of said parcel shown as "Lake Parcel", and regardless of the use to which the parcel now or hereafter may be put, said parcel is and shall remain privately owned and the sole and exclusive property of its owner (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcel 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 parcel 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 use of or place any structure or object on

said parcel; or any rights, title, interests, easements or privileges of any kind in, to, over, upon or with respect to said parcel, 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 parcel, either by acquiescence, by the express consent of the owner, or by the provisions set forth herein, all such rights may be terminated and canceled by its owner at any time without cause or liability of its owner.

Section 2.41 - Usage of Lake Parcel.

(a) A lake is presently located on portions of the Lake Parcel. Subject to the provisions of Section 2.40, supra, and of this section, and to the control of the owner of the lake, the residents of each Lot adjacent to said parcel shall have the right to use the lake, but solely at their own risk. With the prior consent of Developer, but only with such consent, others may use said lake, but again, any such use shall be solely at the risk of the user, and shall not be accomplished by crossing over a Lot owned by another without the consent of said Owner.

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

(c) Each Owner whose Lot adjoins or abuts said lake shall keep, or cause to be kept (by the Association) his Lot and the portion of the adjoining or abutting Lake 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 the owner of the lake, 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) The owner of the lake shall have the sole and absolute right, but not the obligation, to control the water level of said lake, and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria, and fungi in or on said lake.

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

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

ARTICLE III - UTILITIES

Section 3.01 - Underground Lines. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each Building plot shall be concealed and located underground so as to not be visible. Electrical service is provided by Florida Power Company through underground primary service lines running to transformers. Developer is providing an underground conduit to serve each Lot extending from the point of the applicable transformer to a point at or near the Lot line, with such conduits being located in Access Ways or other easement areas. Each Owner who requires an original or additional electric service shall be responsible to complete, at his expense, the secondary electric service conduits, wires (including those in the conduits provided by Developer), conductors and other electric facilities from the point of the applicable transformer to the residence and other buildings on the Building Plot, and all of the same shall be and remain the property of the Owner from time to time of each such Building Plot. The conduit provided by Developer to serve each such Lot shall be, become and remain the property of the Owner from time to time of that Lot. The Owner from time to time of each Building Plot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground electric system extending from the applicable transformer to the residence and other buildings on his Building Plot.

Section 3.02 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, Building Plot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot or Building Plot only by services or agencies previously approved in writing by Developer. After the erection of any building on the Lot or Building Plot, the Owner shall keep and maintain on the Lot or Building Plot covered garbage containers in which all garbage shall be kept until removed from the Lot or Building Plot. Such garbage containers shall be kept at all times within a Utility Yard.

Section 3.03 - 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 or Building Plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer. If, as, and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each Owner, on the request of Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall

receptacles attached to the residence, the size, location, design, style, and type of material for said wall receptacle to be subject to prior approval by Developer.

Section 3.04 - Wells. No wells may be drilled or maintained on any Lot or Building Plot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lot or Building Plots in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto, as well as any conditions thereto which might be imposed by Developer incident to issuance of its written approval.

Section 3.05 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each residence on the Land and the occupants thereof. Each 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 or Building Plot and no sewage disposal service or facility shall be used to serve the residence or the occupants thereof other than the Sewage System. No sewage shall be discharge onto the open ground or into any marsh, lake, pond, park, drainage ditch, canal, Natural Area or Access Ways. Except with the prior written consent of Developer and of the operator of the Sewage Systems, all sewage shall be discharged into the sewage collection lines of the Sewage System.

Section 3.06 - Right of Ways. Developer, in addition to the rights reserved in Section 2.36, supra, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage, lines, or drainage ditches, drainage systems, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, cable television systems, security systems, telephone, gas, lighting, heating, water, drainage, irrigation, 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; and on, in, over, and under a five-foot strip along the Side Building Lines of each Lot as shown on the Plat; and, for purposes of surface drainage purposes only, over and through the Natural Area. 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 3.06. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.06, 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 - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 4.01 - The Access Ways and Common Areas. 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 any portion of the Land not specifically included in a Lot or Building Plot, and all improvements thereon, and shall keep the same in good, clean, substantial, safe, attractive, and sanitary condition, order, and repair.

Section 4.02 - Right Of Entry. The Association is hereby granted a right of entry to each Lot and Building Plot 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 residence, 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 4.03 - 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 collections, and other common services to each Lot or Building Plot.

Section 4.04 - 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 to otherwise, subject to such restrictions as may from time to time be provided in the By-Laws.

Section 4.05 - 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, Building Plots, the Access Ways, or any part or portion of the Land, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 4.06 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or By-Laws, and every other right or privilege granted herein or reasonable necessary to effectuate the exercise of any rights or privileges granted herein.

Section 4.07 - Voting Rights, Membership and Assessments.

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Developer shall be a member so long as it or the Record Title Holder owns one or more Lots.

(b) Membership Classifications. The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(1) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership, the Developer shall not be a Class A member. When more than one persons or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Land, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(2) Class B. The Class B member of the Association shall be the Developer until such Class B membership is converted to Class A at Developer's

option or as hereinafter set forth. Class B Lots shall be all Lots owned by the Developer or Record Title Holder which have not been converted to Class A as provided below. The Developer shall be entitled to three (3) votes for each Class B Lot which it or Record Title Holder owns.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (1) When 75% of the Lots shown on the Plat are conveyed to Owners, other than Developer; or
- (2) On July 1, 2010; or
- (3) When the Developer waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Developer to the Land pursuant to the terms of the Declaration, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Developer and the Record Title Holder (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Developer), then any Class A Lots owned by Developer shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (2) or (3) above shall have taken place.

(d) The expenses and costs incurred by the Association in performing the rights, duties and obligations set forth in this Declaration are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the By-Laws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

(e) The Record Title Holder and Developer for each Lot within the Land hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for Common expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of

this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable 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. Commencing August 1, 1994, and on the same day of each year thereafter, each Owner of a Lot or Building Plot in Creekside, shall pay to the Association, at the office of the Association in Palm Harbor, Pinellas County, Florida, or at such other place as shall be designated by the Association, in advance, the annual maintenance assessment assessed against such Owner's Lot or Building Plot, as fixed by the Association, and of which each Owner shall be notified in writing, and such payments shall be used by the Association to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessment shall become delinquent if not paid by October 1 of the fiscal year for which assessed, and shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area, or abandonment of his Lot. The annual maintenance assessment may be adjusted from year to year by the Association as the needs of the property subject thereto may require, in the sole judgment of the Association.

(f) Such annual maintenance assessment shall be calculated by the Association as follows:

(1) Each Lot or Building Plot, improved or unimproved shall be assessed and the Owner thereof shall pay an annual maintenance charge. Such annual maintenance charge shall be assessed against such Lots or Building Plots in an equal amount to each Owner.

(2) The annual maintenance charge may not be increased each year more than ten percent (10%) above the annual maintenance charge for the immediately preceding year without the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, regardless of class.

(3) The Association, at its option, may collect the annual maintenance assessment on a monthly or quarterly basis if it deems such to be more

practical under the circumstances. The due date for special assessments shall be as established by the Board of Directors of the Association.

(g) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(h) Notice of Meeting and Quorum for Any Action Authorized Under Sections 4.07 (f) and 4.07(g). Written notice of any members meeting called for the purpose of taking any action authorized under Sections 4.07(f) or 4.07(g) of this Article shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) 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. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(i) Developer and Record Title Holder's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Developer and the Record Title Holder shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Developer shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments (after applying all income received by the Association from other sources) and the amount received from Owners, other than the Developer and the Record Title Holder, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency," and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures, the Paving Reserve Fund (as hereinafter set forth), or special assessments. The Developer may at any time give written notice to the Association prior to November 1 of a year, thereby terminating effective as of the last day of December of such year, its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Developer or Record Title Holder shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Developer. Developer or the Record Title Holder shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, the

✓ Paving Reserve Fund, or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Developer or Record Title Holder shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Developer or Record Title Holder, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Developer or Record Title Holder, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which Developer or Record Title Holder derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Developer or Record Title Holder, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

SECTION 4.08 - Minimum Assessment Requirements.

(a) The Association annually shall fix and assess against the Lots and Building Plots, and the Lot and Building Plot Owners in Creekside, shall pay, as a part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of the Association, to enable the Association to discharge the following responsibilities:

(1) To make payment of all ad valorem taxes assessed against any of the Access Ways as shown on the Plat (if such are owned by the Association), and to make payment of all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to make payment of any other taxes, including income taxes, payable by the Association;

(2) To pay all annual current expenses required for the reasonable repair and maintenance of the local drainage system, the sewage system and the Access Ways, including the paved portions thereof; and

(3) To provide a deposit to a reserve fund (hereinafter sometimes referred to as the "Paving Reserve Fund") which, with future annual deposits thereto, will be sufficient in the judgment of the Association to cover the cost of anticipated future periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the Access Ways. The funds deposited to the Paving Reserve Fund of Creekside shall not be used for any purpose other than the periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the Access Ways, and repair and maintenance of the Access Ways incidental to such major construction and reconstruction.

(b) The Association, by assessing and collecting annual maintenance assessments, shall thereby obligate itself to make the payments and deposits referred

to in Section 4.08(a), supra. In fixing the minimum rate or amount of assessment referred to in Section 4.08(a), supra, the Association may take into account any maintenance or construction work on the Access Ways assumed or to be performed by any public body or any other entity which may be responsible therefor.

Section 4.09 - Permissible Expenditures. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Land, and for the improvement and maintenance of any Common Area, for the purposes set forth in Section 4.08 of this Declaration, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws, and for the following purposes:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvements, and beautification of Access Ways and easement areas, and the acquisition, maintenance, repair, and replacement of directional markers and signs and traffic control devices, together with the costs of controlling and regulating traffic on the Access Ways;
- (c) Maintenance, improvement and operation of other drainage easements and systems, if any;
- (d) Maintenance, improvement and beautification of parks, lakes, ponds and buffer strips;
- (e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;
- (f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;
- (g) Providing fire protection, but only when and to the extent specifically authorized by the Association;
- (h) Providing emergency health care, including ambulances and emergency care medical facilities, including the equipment necessary to operate such facilities but only when and to the extent specifically authorized by the Association;
- (i) Providing insect and pest control to the extent that it is necessary to supplement the services provided by the state and local governments and agencies, but only when and to the extent specifically authorized by the Association;

(j) Providing for the improvement of fishing available to owners of Lots, but only when and to the extent specifically authorized by the Association;

(k) Providing for the operation of transportation facilities between key points of the Land and airports, other public transportation centers, and public centers serving the area surrounding the Land, but only when and to the extent specifically authorized by the Association;

(l) Paying assessments due from Owners to the Community Association.

(m) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Land neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of general benefit to the owners or occupants of the Land.

(n) Doing any other thing agreed to by the Association and by the persons then owning 75 percent or more of the improved Lots or Building Plots then located in Creekside, and any additional subdivisions of lands which may be subjected by Developer to annual maintenance assessments pursuant to the provisions of Section 4.11, infra; provided, however, that any such action is not detrimental to Developer, in Developer's sole discretion.

(o) Repayment of funds and interest thereon, borrowed by the Association and used for any of the purposes referred to herein.

Section 4.10 - Collection of Assessments.

(a) Except as otherwise provided herein, it shall not be necessary for the Association to allocate or apportion the maintenance funds or expenditures therefrom among the various purposes specified herein, and the judgment of the Association in the expenditure of the maintenance funds shall be final. The Association, in its sole discretion, may hold the maintenance funds as invested or uninvested funds, and may reserve such portions of the maintenance funds as the Association determines advisable for expenditure in years following the year for which the annual maintenance assessment was assessed.

How much to 1 1/2%
(b) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the property against or with respect to which the same shall be assessed, payable to the Association on demand, and shall be secured by a lien upon such property and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by the Association in

a court of competent jurisdiction. In the event the Association shall be required to institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the owner or owners of such property all costs, including reasonable attorneys' fees and appellate attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien. 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 attorney's 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.

(c) Each such annual lien; as between the Association in the one hand, and the owner and owners of such property and any grantee of such owner and owners on the other hand, shall attach to the property and improvements against which such annual maintenance assessment shall be assessed and fixed as of August 1 of the fiscal year for which such annual maintenance assessment shall be assessed, said date of August 1 of each fiscal year being the attachment date of each such annual lien. However, regardless of the preceding sentence of this subparagraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said property and improvements if, but only if, such mortgage was recorded in the public records of Pinellas County, Florida, prior to the attachment date of such lien. The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure, or by deed unconnected wit foreclosure, shall not affect or impair the existence, validity, or priority of the annual maintenance assessment liens subsequently assessed hereunder with respect to such property and improvements. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

(d) The foregoing provisions shall also apply to the collection for any other type of assessments by the Association.

Section 4.11 - Additional Subdivisions. Developer may hereafter plat additional subdivisions of lands contiguous to or nearby Creekside, and Developer reserves and has the right to subject the lands in any and all such additional subdivisions and the purchasers of lots therein to annual maintenance assessments, and to grant to the

Association rights, powers, duties and obligations with respect to such annual maintenance assessments, for similar objects and purposes and on substantially the same terms and conditions as those which are set forth herein in this Article IV, except that the commencement date for annual maintenance assessments applicable to such additional subdivisions may be such date as Developer shall specify in the recorded restrictions or another instrument applicable to each such additional subdivision. In the event Developer shall subject the lands in any such additional subdivision to annual maintenance assessments for similar objects and purposes and on substantially the same terms and conditions (except for commencement date) as those which are set forth herein in this Article IV, then, from and after the commencement date of such annual maintenance assessments applicable to each such additional subdivision, it shall not be necessary for the Association to allocate or apportion the maintenance funds collected by it, or the expenditures therefrom, between or among Creekside and such additional subdivisions, and said maintenance funds may be collected, commingled, and expended by the Association without regard to whether they were collected from assessments on Building Plots in Creekside, or on building plots in such additional subdivisions, except, however, that the Paving Reserve Fund provided for Creekside, in Section 4.08(a)(3), supra, and similar paving reserve funds established with respect to and for each and every such presently existing additional subdivision shall not be commingled with each other or with any other funds.

Section 4.12 - Different Assessments. Developer may heretofore or hereafter plat additional subdivisions as to which it may desire to subject the lands platted to annual maintenance assessments substantially different as to object, purposes, or terms and conditions (and commencement date) from those provided in this Article, and to grant to the Association rights, powers, duties and obligations with respect to such substantially different maintenance assessments, and Developer reserves and shall have the right so to do, but if Developer shall do so, the provisions of Section 4.11, supra, shall not apply with respect to the substantially different maintenance assessments or the subdivisions affected by same, and such additional subdivisions shall not be deemed to have been subjected to annual maintenance assessments pursuant to the provisions of said Section 4.11, supra.

Section 4.13 - Withdrawal. Developer shall have the sole and exclusive right at any time and from time to time to withdraw from the Association all of the rights, powers, privileges, and authorities granted it, as contained in this Article IV, and to transfer and assign all of such rights, powers, privileges and authorities to, and to withdraw the same from, such other person, firm, association, entity or corporation as Developer may select. In the event of such transfer and assignment, all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by Developer to be held for the purposes specified in this Article IV, and such transferee or assignee, by accepting such funds, shall assume all obligations of the Association hereunder.

Section 4.14 - Exempt Property. The following property, subject to this Declaration; shall be exempted from the annual maintenance assessment and annual maintenance assessments liens created herein: Access Ways, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 4.15 - Homesteads. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 4.16 - 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 or Building Plot shall not affect the assessment lien. However, the sale or transfer of any Lot or Building Plot 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 or Building Plot 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 or Building Plot 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 within which to cure such delinquency before instituting foreclosure proceedings against the Lot or Building Plot; 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 or Building Plot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created herein; and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE V - REMEDIES

Section 5.01 - Violations. Whenever there shall have been built, or there shall exist on any Building Plot, 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 fashion to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE VI - PROPERTY RIGHTS

Section 6.01 - Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Access Ways pursuant to Section 2.02, supra, which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to Developer by Section 3.06, supra.

Section 6.02 - 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, 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, except as are expressly provided in this Declaration. Any conveyance of the Access Ways 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, 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 shall not pass to the Owner of such Lot any rights therein, except as are expressly granted by this Declaration, but that such monument shall be a part of the Access Ways, and all rights therein shall inure to the benefit of the Association.

ARTICLE VII - COMMUNITY ASSOCIATION

Section 7.01. Each Owner will be a regular Member of the Community Association. The Community Association will be charged with the duty of maintaining all community type facilities (such as gates, security services, parkways, street lights, main thoroughfares, through streets, project signs not directly relating to marketing, walls, entrance facilities, guard houses, lakes, etc.) which are utilized by or which benefit all residents of the entire East Lake Woodlands and The Woodlands on East Lake Road communities, including Creekside (the "Community"). The Community Association will assess each associate member (i.e., each association which is presently existing as of June 1, 1983) which is a member and each regular member (i.e., each Lot Owner or Unit Owner, as the case may be, in all other and future developments within the community) its pro rata share of the cost of maintaining the community facilities on an annual basis (based upon the total number of Lots and/or Units within the Community Association plus Lots and/or Units actually or contemplated to be under construction during that year, plus a usage factor reflecting the estimated

usage of such Community Facilities by non-Lot and non-Unit Owners such as employees or country club member) with East Lake Woodlands, Ltd., a Florida limited partnership (hereinafter sometimes referred to as "East Lake") being assessed for all Units under construction and for the usage factor. East Lake further has reserved the right to contribute additional funds toward cost of operating the Community Association if it feels such would be appropriate. Each Lot Owner will take title subject to the Master Declaration.

ARTICLE VIII - MISCELLANEOUS

Section 8.01 - 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.

Section 8.02 - 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, association, entity, or corporation as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by Developer by any part, section or paragraph of the covenants or under the provisions of the Plat. If at any time hereafter, there shall be no person, firm, association, entity, or corporation entitled to exercise the rights, powers, 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, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 8.02 shall apply to or affect the provisions of Article IV, supra.

Section 8.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants, 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 Building Plot from any part of the Covenants which have been violated (including, without limiting the foregoing, violations of building restrictions lines and provisions hereof relating thereto); and

(e) Notwithstanding any provision of this Declaration to the contrary, the Developer or shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots, or any other amendment which Developer deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Land. Any such amendment shall be executed by the Developer and shall be effective upon its recording. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 8.04 - Additional Covenants. No Owner, without the prior written consent of Developer, may impose any additional covenants or restrictions on any part of the Land or amend the Covenants.

Section 8.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then Owners of a majority of the Lots shown on the Plat agreeing to terminate the Covenants at the end of such time period shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida. This Section 8.05 may not be amended.

Section 8.06 - 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 8.06 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 8.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 8.08 - 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 notice 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:

U.S. Home Corporation
311 Park Place, Suite 600
Clearwater, FL 34619

Section 8.09 - 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.

Section 8.10 - Amendment. This Declaration may be amended from time to time by recording among the Public Records of Pinellas County, Florida, an instrument signed either by:

(a) The Developer, as provided in Section 8.03 of the Declaration; or

(b) A vote of two-thirds (2/3) of the voting Members of each class of membership, at a meeting called for such purpose; or

(c) By the duly authorized officers of the Association, provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section.

Notwithstanding anything herein to the contrary, so long as Developer or Record Title Holder, or their assigns shall own any Lot, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Developer or Record Title Holder under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Developer, as evidenced by its written joinder.

ARTICLE IX - ADDITIONAL UNITS

Section 9.01. It is contemplated that there may be additional subdivisions created by Developer from time to time on lands adjacent to or near the Land, which subdivisions and the improvements therein and thereon may be operated and managed in conjunction with this development through the Association. Each such subdivision will be and remain a separate development; but may be operated and managed as aforesaid through the Association in conjunction with other subdivisions, collectively, so that there will be common control, unity of policy, procedure, management and purpose among all subdivisions and the Owners and their successors and assigns acknowledge and agree to the foregoing.

IN WITNESS WHEREOF, Record Title Holder, T.J.S. of Pinellas, Inc., a Florida corporation and Developer, U.S. Home Corporation, a Delaware corporation, have caused this instrument to be duly executed, all as of the 5th day of August, 1994.

Signed sealed and delivered
in the presence of:

Stephen M. Bennett
Printed Name: STEPHEN M. BENNETT

M. Larry Floyd
Printed Name: M. LARRY FLOYD

"RECORD TITLE HOLDER"
T.J.S. of Pinellas, Inc.
a Florida corporation

By [Signature]
Its: President

Attest: [Signature]
Its: Secretary

(CORPORATE SEAL)

"DEVELOPER"
U.S. Home Corporation,
a Delaware corporation

Stephan M. Bennett
Printed Name: STEPHAN M. BENNETT

By [Signature]
Its: DIV. PRES

Kent Jones
Printed Name: KENT JONES

Attest: [Signature]
Its: DIV. SECRETARY
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

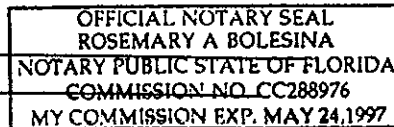
The foregoing instrument was acknowledged before me this 5th day of August 1994, by Thomas J. Shannon Jr. and Robert M. Whelan as President and Secretary, respectively, of T.J.S. of Pinellas, Inc., a Florida corporation, on behalf of the corporation, and who are known to me or who have produced (type of identification: _____) as identification.

Rosemary A. Bolesina
Signature of person taking
acknowledgment

Name printed: _____

Title or rank: _____

Serial number: _____



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 1st day of August 1994, by Andrew D. Greek II and Bill Daskalakis as Dev. President and Dev. Secretary, respectively, of U.S. Home Corporation, a Delaware

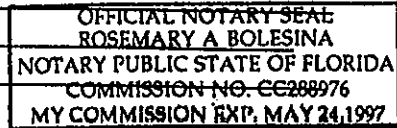
corporation, on behalf of the corporation, and who are known to me or who have
produced (type of identification: Personally known) as
identification.

Rosemary A. Bolesina
Signature of person taking
acknowledgment

Name printed: _____

Title or rank: _____

Serial number: _____



44397

EXHIBIT A

LEGAL DESCRIPTION: CREEKSIDE

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 28 SOUTH, RANGE 16 EAST, ALSO LYING IN PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION NORTH 89°24'00" WEST, A DISTANCE OF 348.91 FEET TO THE EASTERLY LINE OF EAST LAKE WOODLANDS PARKWAY AS AS RECORDED IN O.R. BOOK 8098, PAGES 1803-1826 OF THE PUBLIC RECORDS OF SAID PINELLAS COUNTY; THENCE DEPARTING SAID SOUTHERLY OF SECTION 3, ALSO BEING ALONG SAID EASTERLY LINE OF EAST LAKE WOODLANDS PARKWAY NORTH 00°50'24" WEST, A DISTANCE OF 774.34 FEET TO A POINT OF CURVATURE OF A TANGENT, CIRCULAR CURVE CONCAVE TO THE WEST; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1060.00 FEET, AN ARC DISTANCE OF 111.51 FEET, A CENTRAL ANGLE OF 06°01'38", A CHORD WHICH BEARS NORTH 03°51'13" WEST, A CHORD DISTANCE OF 111.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 06°52'02" WEST, A DISTANCE OF 695.44 FEET; THENCE DEPARTING SAID EASTERLY LINE OF EAST LAKE WOODLANDS PARKWAY, ALONG A LINE 5.00 FEET FROM AND PARALLEL WITH A LINE AS RECORDED IN CONSERVATION AND DRAINAGE EASEMENT NO. E-5, O.R. BOOK 8126, PAGES 1462 - 1471 OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTH 23°49'24" EAST, 9.73 FEET; 2) NORTH 80°57'43" EAST, 47.09 FEET; 3) SOUTH 64°25'43" EAST, 42.43 FEET; 4) SOUTH 83°15'50" EAST, 32.17 FEET; 5) SOUTH 86°08'57" EAST, 49.77 FEET; 6) NORTH 47°42'19" EAST, 27.70 FEET; 7) NORTH 64°07'36" EAST, 54.65 FEET; 8) SOUTH 85°15'00" EAST, 44.03 FEET; 9) SOUTH 60°28'57" EAST, 39.02 FEET; 10) NORTH 54°40'19" EAST, 33.87 FEET; 11) SOUTH 70°24'31" EAST, 9.64 FEET TO A POINT ON THE EASTERLY LINE OF SECTION 3; THENCE ALONG SAID EASTERLY LINE, SOUTH 03°25'55" EAST, A DISTANCE OF 1609.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.114 ACRES, MORE OR LESS.

AS SHOWN ON THE PLAT RECORDED FOR CREEKSIDE IN PLAT BOOK 110,
BEGINNING AT PAGE 44, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

JOINDER OF MORTGAGEE

The undersigned, as holder of a certain mortgage encumbering all of the Exhibit "A" land described in the Declaration of Covenants, Conditions and Restrictions to which this Joinder of Mortgagee is attached, does hereby join in, confirm and ratify said Declaration in its entirety.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF TAMPA
a State Chartered Bank

Lisa Elkins
Printed Name: Lisa Elkins

By: Donald R. Mincey
Printed Name: Donald R. Mincey
Its Sr. Vice President

Jacquelyn J. Rudie
Printed Name: Jacquelyn J. Rudie

Attest: Robert H. Dewey, III
Printed Name: Robert H. Dewey, III
Its Executive Vice Secretary President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29 day of July, 19 94 by Donald R. Mincey and Robert H. Dewey, III as Sr. Vice President and Exe. Vice Secretary, respectively, of BARNETT BANK OF TAMPA, a State Chartered Bank, on behalf of the corporation, who are personally known to me or have produced identification as

Jacquelyn J. Rudie
Signature of person taking acknowledgment
Printed Name: Jacquelyn J. Rudie
Commission Expiration Date: 10/8/96
Title or Rank: Lending Assistant
Serial Number, if any:



**BY-LAWS
OF
CREEKSIDE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I - NAME AND LOCATION

Section 1. Name. The name of the corporation is CREEKSIDE HOMEOWNERS ASSOCIATION, INC. hereinafter referred to as "The Association".

Section 2. Location. The principal office of the Association shall be located at 311 Park Place Boulevard, Suite 600, Clearwater, FL 34619, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of CREEKSIDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

Section 2. "Association" shall mean and refer to CREEKSIDE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "By-Laws" shall mean the By-Laws of the Association.

Section 5. "Developer" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Developer or "Record Title Holder" (as defined in the Declaration) for the purpose of development, and provided such rights, in whole or in part, are assigned in writing to such successors and assigns.

Section 6. "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, the terms of which are incorporated herein by reference.

Section 7. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Member" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration.

Section 11. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

Section 12. All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter, on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Voting Members.

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

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of either or both classes of

membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. Each Voting Member may vote in person or by limited proxy at all meetings of Members. Members may not vote by a general proxy, however, general proxies and limited proxies may be used to establish a quorum. All proxies shall be in writing and filed with the Secretary of the Association. A proxy shall be effective only for the specific meeting for which it was intended or for any lawfully adjourned meeting thereof occurring within ninety (90) days. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, Directors need not be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than three (3) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Provided that so long as there is a Class B member Developer shall have the right to name Directors.

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

providing that so long as there is a Class B membership Developer shall have the right to name successor Directors.

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

Section 5. Action Taken Without a Meeting. Prior to termination of Class B Membership, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors. Meetings of the Board of Directors shall be open to all Members. Notice of meetings shall be posted in a conspicuous place on the Properties at least forty-eight (48) hours in advance of the meeting, except in the case of an emergency.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal

holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

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

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

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

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

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

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

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

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

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

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

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX - COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the highest contract rate of interest permitted by Florida law from time to time, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XIII - AMENDMENT

Section 1. These By-Laws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the aggregate Class A

ARTICLE XIV - CERTIFICATION

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

ARTICLE XV - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of CREEKSIDE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 18th day of January, 1994.



Fred Sikorski, Director



John Sellinger, Director



Mary Pat Murphy, Director

CERTIFICATION

I, Fred Sikorski, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of CREEKSIDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 18th day of January, 1994.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of January, 1994.



Fred Sikorski, Secretary

(Corporate Seal)

48248

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CREEKSIDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on January 14, 1994, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H94000000477. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N94000000208.

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

Authentication Code: 894A00001635-011494-N94000000208-1/1



Jim Smith

Jim Smith
Secretary of State

FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

January 14, 1994

CREEKSIDE HOMEOWNERS ASSOCIATION, INC.
311 PARK PLACE BLVD SUITE 600
CLEARWATER, FL 34619

The Articles of Incorporation for CREEKSIDE HOMEOWNERS ASSOCIATION, INC. were filed on January 14, 1994, and assigned document number N94000000208. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H94000000477.

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

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

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

Martha Brim
Corporate Specialist
New Filings Section
Division of Corporations

Letter Number: 894A00001635

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

ARTICLES OF INCORPORATION
OF
CREEKSIDE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I - NAME

The name of this corporation is CREEKSIDE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 311 Park Place Boulevard, Suite 600, Clearwater, FL 34619, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be JULIUS J. ZSCHAU, BAYNARD, HARRELL, OSTOW & ULRICH, P.A., 28050 U.S. Highway 19 North, Suite 501, Clearwater, Florida 34621.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit "A" attached hereto and made a part hereof by reference, herein called the "Properties". The purposes of this Association shall include, without limitation of the foregoing, the maintenance and

This instrument prepared by:

Julius J. Zschau

BAYNARD, HARRELL, OSTOW & ULRICH, P.A.

28050 U.S. Highway 19 North, Suite 501

Clearwater, FL 34621

813-796-2525

Florida Bar No. 195685

architectural control of the Lots and Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Declaration of Covenants, Conditions and Restrictions relating to the Properties now or hereafter recorded among the Public Records of Pinellas County, Florida, and any amendments or modifications thereof, herein together called the "Declaration." For the foregoing purposes, this Association is empowered to:

- (1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;
- (2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;
- (3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;
- (4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members;
- (6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;
- (7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members;
- (8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration; and

(11) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the provisions of the Declaration to assessment by this Association, shall be a member of this Association. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lots which are subject to assessment, and shall be automatically transferred by the conveyance of that Lot. The Developer shall be a member of the Association so long as it owns one (1) or more Lots.

B. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(1) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Developer shall not be a Class A member. When more than one person or entity holds an interest in any Lots, the vote for such Lots shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lots nor shall any split vote be permitted with respect to such Lots. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(2) Class B. The Class B member of the Association shall be the Developer until such Class B membership is converted to Class A at Developer's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Developer which have not been

converted to Class A as provided below. The Developer shall be entitled to three (3) votes for each Class B Lot which it owns.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, then subject to the terms of this Declaration shall become Class A Lots, upon the happening of any of the following events, whichever occurs earliest:

(1) When 75% of the Lots are conveyed to Owners, other than Developer;

or

(2) On July 1, 2010; or

(3) When the Developer waives in writing its right to Class B membership.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors, and thereafter shall consist of not less than three (3) nor more than nine (9) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, directors need not be members of the Association. The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

NAME

ADDRESS

John Sellinger

311 Park Place Boulevard, Suite 600
Clearwater, FL 34619

Mary Pat Murphy

311 Park Place Boulevard, Suite 600
Clearwater, FL 34619

Fred Sikorski

311 Park Place Boulevard, Suite 600
Clearwater, FL 34619

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period

of one year, and until their successors have been duly elected and qualified. So long as Class B membership shall exist, any member of the Board of Directors may be removed, with or without cause, but only by the Class B member, and any vacancies occurring on the Board of Directors shall only be filled by appointment by the Class B member.

ARTICLE VII - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
John Sellinger	President	311 Park Place Boulevard, Suite 600 Clearwater, FL 34619
Mary Pat Murphy	Vice - President	311 Park Place Boulevard, Suite 600 Clearwater, FL 34619
Fred Sikorski	Secretary/ Treasurer	311 Park Place Boulevard, Suite 600 Clearwater, FL 34619

ARTICLE VIII - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Julius J. Zschau	28050 U.S. Highway 19 North, Suite 501 Clearwater, FL 34621

ARTICLE IX - DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of this Association, other than incident to a merger or

consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third ($1/3$) of the voting members of the Association.

(3) Except as elsewhere provided, an amendment shall be adopted if approved either:

(a) by not less than two-thirds ($2/3$) of the entire membership of the Board of Directors and also by not less than fifty-one (51) percent of the votes of the voting members duly qualified to vote; or

(b) by not less than seventy-five (75) percent of the vote of the voting members duly qualified to vote, regardless of approval of the Board of Directors.

B. No amendment shall make any change in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon Lots.

C. No amendment shall make any change in the rights of the Developer without the written approval of the Developer. No amendment shall be made that is in conflict with the Declaration.

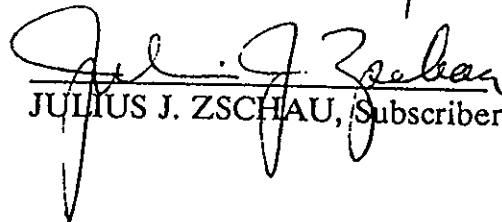
ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 13th day of January, 1994.


JULIUS J. ZSCHAU, Subscriber

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for CREEKSIDE HOMEOWNERS ASSOCIATION, INC., at the place designated in these Articles of Incorporation, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of the laws of the State of Florida relative to keeping such open office.

Dated this 13th day of January 1994.

BAYNARD, HARRELL, OSTOW &
ULRICH, P.A.

By: 

JULIUS J. ZSCHAU
Registered Agent

Registered Office:

28050 U. S. Highway 19 North, Suite 501
Clearwater, FL 34621

Principal Corporation Office:

311 Park Place Boulevard, Suite 600
Clearwater, FL 34619

USHOME\CREEKS\ART

EXHIBIT

uAⁿ

ALL-STATE LEGAL SUPPLY CO

LEGAL DESCRIPTION: CREEKSIDE

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 28 SOUTH, RANGE 16 EAST, ALSO LYING IN PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION NORTH 89°24'00" WEST, A DISTANCE OF 348.91 FEET TO THE EASTERLY LINE OF EAST LAKE WOODLANDS PARKWAY AS RECORDED IN O.R. BOOK 8098, PAGES 1803-1826 OF THE PUBLIC RECORDS OF SAID PINELLAS COUNTY; THENCE DEPARTING SAID SOUTHERLY OF SECTION 3, ALSO BEING ALONG SAID EASTERLY LINE OF EAST LAKE WOODLANDS PARKWAY NORTH 00°50'24" WEST, A DISTANCE OF 774.34 FEET TO A POINT OF CURVATURE OF A TANGENT, CIRCULAR CURVE CONCAVE TO THE WEST; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1060.00 FEET, AN ARC DISTANCE OF 111.51 FEET, A CENTRAL ANGLE OF 06°01'38", A CHORD WHICH BEARS NORTH 03°51'13" WEST, A CHORD DISTANCE OF 111.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 06°52'02" WEST, A DISTANCE OF 695.44 FEET; THENCE DEPARTING SAID EASTERLY LINE OF EAST LAKE WOODLANDS PARKWAY, ALONG A LINE 5.00 FEET FROM AND PARALLEL WITH A LINE AS RECORDED IN CONSERVATION AND DRAINAGE EASEMENT NO. E-5, O.R. BOOK 8126, PAGES 1462 - 1471 OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTH 23°49'24" EAST, 9.73 FEET; 2) NORTH 80°57'43" EAST, 47.09 FEET; 3) SOUTH 64°25'43" EAST, 42.43 FEET; 4) SOUTH 83°15'50" EAST, 32.17 FEET; 5) SOUTH 86°08'57" EAST, 49.77 FEET; 6) NORTH 47°42'19" EAST, 27.70 FEET; 7) NORTH 64°07'36" EAST, 54.65 FEET; 8) SOUTH 85°15'00" EAST, 44.03 FEET; 9) SOUTH 60°28'57" EAST, 39.02 FEET; 10) NORTH 54°40'19" EAST, 33.87 FEET; 11) SOUTH 70°24'31" EAST, 9.64 FEET TO A POINT ON THE EASTERLY LINE OF SECTION 3; THENCE ALONG SAID EASTERLY LINE, SOUTH 03°25'55" EAST, A DISTANCE OF 1609.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 12.114 ACRES, MORE OR LESS.