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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TURTLE CREEK UNIT TWO

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KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Woodlands Associates, Ltd., a Florida limited partnership (hereinafter sometimes referred to as "Developer"), is now the owner of all of the land shown on the Plat of Turtle Creek Unit Two, according to the Plat thereof recorded in Plat Book 100, Pages 44 through 49, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as the "Plat"); and

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

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

ARTICLE I - DEFINITIONS

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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 Woodlands Associates, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees, and assigns.

(b) "Plat" shall mean and refer to that certain plat of Turtle Creek Unit Two, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 100, Pages 44 through 49, together with any supplements or amendments thereto.

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

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

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

HOLD FOR
CRIMMINS TITLE COMPANY
6245 - 4th Street North
St. Petersburg, Florida 33702

Return to:

William J. Deas, Esquire
Post Office Box 40004
Jacksonville, FL 32203-0004

This instrument prepared by:

William J. Deas, Esquire
Post Office Box 40004
Jacksonville, FL 32203-0004

LAW OFFICE
WILLIAM J. DEAS, P.A.
2215 RIVER BOULEVARD
JACKSONVILLE, FL 32204

(4/5/88)

EX. 10 6 33 11 1988

EXHIBIT 1

(f) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat.

(g) "Access Ways" shall mean and refer to Parcels A, B, and C as shown on the Plat.

(h) "Association" shall mean and refer to Turtle Creek Unit One Association, Inc., a Florida non-profit corporation, 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 By-laws.

(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 Articles of Incorporation of the Association, as same may be amended from time to time.

(o) "By-Laws" shall mean and refer to the By-Laws 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 Parcels and may consist of one or more contiguous Lots, all or part of one Lot or Parcel, all of one Lot and part of a contiguous Lot, Lots, or Parcels, 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 Way 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 requirement 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 may, when the context requires, be used interchangeable 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 6 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 building restriction lines referred to in Note Number 6 of the Plat which are furthest in point of distance to the abutting Access Way or Ways.

(t) "Detached Outbuilding" shall mean and refer to any garage, quarters for domestic servants, laundry, tool or work

shop, 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.

(u) "Improved Building Plot" shall mean and refer to a Lot on which construction of a residential building has been substantially completed on January 1st of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed, regardless of whether the building is actually occupied or not. Actual occupancy of all or any part of any such residential building on or before the applicable January 1st shall be deemed to constitute irrefutably conclusive evidence that the residential building is substantially completed.

(v) "Grading Plan" shall mean and refer to the grading plan for the Land, as prepared by Developer's engineers, Bessent, Hammack & Ruckman, Inc. of Tampa, Florida, as such may be amended from time to time.

(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 the Golf Course Parcel as shown on the Plat, which is not, however, part of the Land.

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

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. 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 improvement 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 Developer, together with its successors, assigns and grantees, if any, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.28, infra. Developer, however, does hereby grant to the present and future Owners in Turtle Creek Unit Two and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police

and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Access Ways. Regardless of the immediately preceding provisions of Section 2.02, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Land or any other Units of Turtle Creek, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control, regulate, and prohibit any and 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 roadway or pavement or other improvements thereon, or are dangerous, or a nuisance, or are being operated in an unsafe manner; 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 the Access Ways.

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

Section 2.06 - 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 2,700 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 3,000 square foot.

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 may 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 clothes lines, 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.

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, supra, 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 and Rear Building Restriction Lines referred to in Note Number 6 of 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 Way or 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 all, 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 except that a hedge, fence or wall which extends not more than five 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 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 Interior Side Lines or Line of the Building Plot shall be erected, placed, or allowed nearer than 7-1/2 feet to any Interior Side 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 may be erected, placed, and allowed nearer

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 lines 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 the Building Plot, 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, 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, or any property owned by Developer which is adjacent to the Land, nor shall any basketball goals be installed on any portion of a Lot.

Section 2.17 - Construction.

(a) Within eight (8) months after the date of recording the deed from Developer, the Owner of any Building Plot must commence actual construction of a residence thereon, with said residence to be designed and constructed in accordance with the Covenants.

than 7-1/2 feet to any Interior Side 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 Interior Side 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 so to do 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.

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. At a minimum there shall be at least \$5,000 of landscaping work performed on each Building Plot. 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 property owner submitting the same, and shall consist of not less than the following: Grading plans, foundation

*The Backyard
Hops*

(b) 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 nine (9) months 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 paved driveway from the paved portion of the abutting Access Way to his Building Plot line and shall remove the curbing at the edge of the paved portion of the abutting Access Way 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 Way. 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 Way 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 material and supplies, shall enter upon such Building Plot from the Access Way only over the installed replacement curb or gutter and driveway subsurface, and such vehicles shall not be parked at any time on the Access Way or 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 referred 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.

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 these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.22 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any structure located on a Building Plot or on any portion of any Building Plot not occupied by a building or other structure unless and until the location, size, and design thereof shall have been approved by Developer.

Section 2.23 - Electrical Interference. No electrical machinery, device 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 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any 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. Not more than two dogs, not more than two cats, and not more than two 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. Birds shall be kept caged at all times.

Section 2.25 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his 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 Developer. 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 living tree having a diameter greater than six inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the Land in such areas shall be made which result in any permanent change in the

flow and drainage of surface water which 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 aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements created or reserved herein 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 the following:

- (a) The Access Ways;
- (b) Any easements referred to herein, including any granted in or shown on the Plat.

Section 2.29 - Lot 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

LAW OFFICE
WILLIAM J. DEAS, P.A.
2215 RIVER BOULEVARD
JACKSONVILLE, FL 32204

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. Developer may make such use of the unsold Lots and Access Ways, without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.36 - Reserved Easement. Developer hereby reserves for itself, together with its successors, grantees, legal representatives, mortgagees, and assigns, a non-exclusive easement for pedestrian and utilities ingress, egress and access over, under, through and across all Lots (less the 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 Developer and adjacent to the Land is labeled as a Golf Course Parcel 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 Developer (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 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 occupants of Units 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 Developer, or by the provisions set forth herein, all such rights may be terminated and cancelled by Developer at any time without cause or liability of Developer.

Section 2.38 - 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 Developer. These acts shall include, but not be limited to, the recovery of golf balls, provided such golf balls can be recovered without damage to the Land; the flight of golf balls over and upon such Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a country club. Any Owner who purchases a Lot adjacent to the golf course shall be deemed to have assumed the risk of any damage to his Lot caused accidentally by golf balls and the liability of such shall be solely and exclusively that of the Owner.

Section 2.39 - Lake Parcel. Certain parcels of property owned by Developer, adjacent to or within the Land and containing one or more lakes, will be designated by Developer as Lake Parcels and may be shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of

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

Section 2.40 - Usage of Lake Parcels.

(a) Lakes are presently located on portions of the Lake Parcels. Subject to the provisions of Section 2.39, supra, and of this section, and to the control of Developer, the residents of each Lot adjacent to each of said parcels shall have the right to use the lake, but solely at their own risk. With the prior consent of Developer, but only with such consent, others may use one or more of said lakes, but again, any such use shall be solely at the risk of the user.

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

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

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

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

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

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

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 not to 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 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 Building Plot, or any part thereof. Garbage, trash and rubbish shall be removed from the Building Plot only by services or agencies previously approved in writing by Developer. After the erection of any building on the Building Plot, the Owner shall keep and maintain on the Building Plot covered garbage containers in which all garbage shall be kept until removed from the 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 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 property 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 receptacles to be subject to prior approval by Developer.

Section 3.04 - Wells. No wells may be drilled or maintained on any 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 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 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 discharged onto the open ground or into any marsh, lake, pond, park, drainage ditch, canal, or Access Way. Except with the prior written consent of Developer and of the operator of the Sewage System, no water discharged from heating or air conditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.06 - Easements. Developer, in addition to the rights reserved in Section 2.36, supra, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, 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 conveniences 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 Interior Side Lines of each Lot as shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.06. 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 - ASSOCIATION

Section 4.01 - Assessments.

(a) Each Building Plot in Turtle Creek Unit Two, is hereby subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the fiscal year. Commencing July 1, 1988, and on the same day of each year thereafter, each Building Plot owner in Turtle Creek Unit Two, 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 Building Plot, as fixed by the Association, 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 August 1 of the fiscal year for which assessed, and shall bear interest at the rate of seventeen percent (17%) per annum from said date until paid. 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.

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

(1) Each 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 Building Plots in an equal amount to each owner.

(c) 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 vote of the Association.

(d) The Board of Directors of the Association, at its option, may elect to collect the annual maintenance assessment on a monthly or quarterly basis if it deems such to be more practical under the circumstances.

Section 4.02 - Minimum Assessment Requirements.

(a) The Association annually shall fix and assess against the Building Plots, and the Building Plot owners in Turtle Creek Unit Two, 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 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 Turtle Creek Unit Two 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 4.02(a), supra. In fixing the minimum rate or amount of assessment referred to in Section 4.02(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 4.03 - Permissible Expenditures. The maintenance funds provided by the annual maintenance assessments, to the extent not required for the purposes as set forth in Section 4.02(a), supra, may be used for the following, but only 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 per cent or more of the Improved Building Plots then located in Turtle Creek Unit Two, and any additional subdivisions of lands which may be subjected by Developer to annual maintenance assessments pursuant to the provisions of Section 4.05, infra.

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

Section 4.04 - 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.

(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.

(c) Each such annual lien, as between the Association on 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 July 1 of the fiscal year for which such annual maintenance assessment shall be assessed, said date of July 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 with 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 of any other type of assessments by the Association.

Section 4.05 - Additional Subdivisions. Developer has previously platted a subdivision known as Turtle Creek Unit One; and may hereafter plat additional subdivisions of lands contiguous to or nearby Turtle Creek Unit Two, 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 (after July 1, 1988), 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 Turtle Creek Unit Two 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 Turtle Creek Unit Two, or on building plots in such additional subdivisions, except, however, that the Paving Reserve Fund provided for Turtle Creek Unit Two, in Section 4.02(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 4.06 - 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 (other than 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 4.05, 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 4.05, supra.

Section 4.07 - 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 4.08 - Exempt Property. The following property, subject to this Declaration, shall be exempted from the annual maintenance assessment and annual maintenance assessment liens created herein:

- (a) Access Ways.

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 insure 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 Turtle Creek Unit Two (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 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 members) 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 the cost of operating the Community Association if it feels such would be appropriate. Each Lot Owner will take title subject to the Master Declaration Of Covenants And Restrictions For Turtle Creek Unit Two recorded among the current public records of Pinellas County, Florida under Clerk's No. 88116549.

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 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, other than those contained in Article IV, supra, 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 restriction lines and provisions hereof relating thereto); and

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

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.

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 25 years each, unless within six months prior to January 1, 2030, or within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shown on the Plat shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 8.05, the original Covenants, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article IV, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Access Ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas or a municipality or other body politic then having jurisdiction thereof.

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

Woodlands Associates, Ltd.
Post Office Box 860
Palm Harbor, Florida 34682-0860

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.

IN WITNESS WHEREOF, Developer, Woodlands Associates, Ltd., has caused this instrument to be duly executed, all as of the 9th day of May, 1988.

Signed and sealed in our presence:

WOODLANDS ASSOCIATES, LTD., a Florida limited partnership

By: MUBEN REALTY COMPANY, a New Jersey corporation, as its sole General Partner

John Astor
Robert Astor
As to Muben Realty Company

By: *A. George Keenan*
As its Vice President

(CORPORATE SEAL)

STATE OF NEW JERSEY
COUNTY OF ESSEX

gjn The foregoing instrument was acknowledged before me this day of May, 1988, by A. George Newman as Vice President of Mubert Realty Company, a New Jersey corporation, and the sole General Partner of Woodlands Associates, Ltd., a Florida limited partnership, on behalf of the Corporation and of the Partnership.

Mary R. Wieczenski
Notary Public, State and County
Aforesaid. My Commission
expires: _____

MARY R. WIECZENSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 10, 1989

JOINDER AND CONSENT OF MORTGAGEE

Metro Realty And Mortgage Company, a Florida corporation, the owner and holder of a Mortgage from the Developer encumbering, inter alia, the Land, being that certain Mortgage dated October 26, 1987, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 6612, Page 355-362, hereby consents to the imposition by the Developer of the foregoing Declaration Of Covenants And Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Metro Realty And Mortgage Company has caused this Joinder And Consent Of Mortgagee to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 11th day of May, 1988.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

METRO REALTY AND MORTGAGE COMPANY, a Florida corporation

By: [Signature]
As its President

Attest: [Signature]
As its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

11th The foregoing instrument was acknowledged before me this day of May, 1988, by Allan R. Rutberg and Thomas A. Shapiro, as President and Secretary, respectively, of Metro Realty And Mortgage Company, a Florida corporation, on behalf of the Corporation.

[Signature]
Notary Public, State And County Aforesaid. My Commission:

Expires: NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 28, 1991.
QUALIFIED THROUGH NOTARY PUBLIC UNDERWRITERS