

MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURTLE CREEK UNIT TWO

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, Page 44 et. seq. 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, parcels or tracts shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

ARTICLE I - DEFINITIONS

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

(a) "Developer" shall mean and refer to Woodlands Associates, Ltd., 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, 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 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.

(f) "Community" shall mean and refer to the entire East Lake Woodlands and The Woodlands On East Lake Road planned unit developments.

Return To: William J. Deas, Esquire 2215 River Boulevard Jacksonville, FL 32204

This instrument prepared by: William J. Deas, Esquire 2215 River Boulevard Jacksonville, FL 32204

(4/5/88)

EXHIBIT 7

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

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

RECORDING 1 \$76.00 CHECK AMT. TENDERED: \$76.00 TOTAL: \$76.00

stitute the presence of that director for the purpose of determining a quorum.

Section 12 - Open Meetings. All meetings of the board of directors shall be open to any member.

ARTICLE 4 - OFFICERS OF THE ASSOCIATION

Section 1 - Slate Of Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may from time to time elect or appoint. All officers elected or appointed by the Board shall hold their respective offices only at and during the pleasure of the Board of Directors.

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

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

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

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

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

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

Section 8 - Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

ARTICLE 5 - COMMITTEES

Section 1 - Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which commit-

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

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

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

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

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

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

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

ARTICLE 6 - CONTRACTS; CHECKS; DEPOSITS AND FUNDS

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

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

Section 3 - Deposits. All funds of the Association shall be deposited or invested from time to time to the

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HOWELL & DEAS, P.A.

SUITE 606

1000 RIVERSIDE AVENUE

JACKSONVILLE, FLORIDA 32204

credit of the Association in such banks, trust companies or other depositaries or in such other forms of investments as the Board of Directors may select.

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

Section 5 - Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made. If an audit is not required by Florida law, it may be waived by the board of directors of the Association, who may substitute an unaudited financial statement.

Section 6 - Bonds. Fidelity bonds shall be required by the board of directors from all persons controlling or disbursing Association funds. The amount of those bonds and the sureties shall be determined by the directors. The premiums on the bonds shall be paid by the Association.

Section 7 - Access to Records And Policies. All members, and their authorized representatives, shall have full access to all accounting records and insurance policies of the Association.

ARTICLE 7 - ACCOUNTING PERIOD AND ANNUAL REPORTS

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

ARTICLE 8 - NOTICE AND WAIVER OF NOTICE

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

Section 2 - Waiver. Any member or Director may waive in writing or by telegraph any notice required to be given under any provision of any statute, or of the Articles of Incorporation, or of these By-Laws, either before, at or after the meeting or other event of which notice is so provided; and all members or Directors present at any meeting shall be deemed to have waived any and all notice thereof.

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ARTICLE 9 - REIMBURSEMENT AND INDEMNIFICATION
OF DIRECTORS AND OFFICERS

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

ARTICLE 10 - MAINTENANCE ASSESSMENTS

The Board of Directors of the Association shall have the right and power to subject, and shall subject each member its proportionate share of the costs of the Association in the manner set forth in the Articles Of Incorporation of the Association.

ARTICLE 11 - SEAL

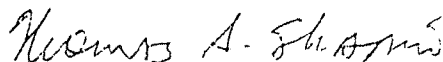
The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporation Not For Profit - Seal - 1983 - Florida".

ARTICLE 12 - AMENDMENTS TO BY-LAWS

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

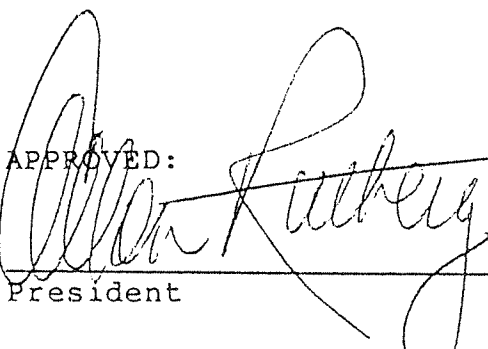
The foregoing were adopted by the By-Laws of EAST LAKE WOODLANDS COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation, at the first meeting of the board of directors on August 19, 1983.

SUBMITTED:



Secretary

APPROVED:


President

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HOWELL & DEAS, P.A.

SUITE 606

1000 RIVERSIDE AVENUE

JACKSONVILLE, FLORIDA 32204

(g) "Community Facilities" shall mean and refer to all community type facilities (such as gates, security services, parkways, streetlights, main thoroughfares, through streets, project signs not directly related to marketing, walls, entrance facilities, guard houses, lakes, etc.) which are utilized by or which benefit all residents of the Community.

(h) "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.

(i) "Roads" shall mean and refer to that portion of the Community Facilities consisting of leasehold or other interest in the parkways, main thoroughfares, and through streets including, but not limited to, the property described in Exhibit "A" attached hereto. If there is, at any time, a question as to the extent or location of the Roads Developer will execute and record an instrument which shall define and describe such more particularly.

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

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

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

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

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

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

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

(q) "East Lake" shall mean and refer to East Lake Woodlands, Ltd., a Florida limited partnership.

ARTICLE II - RESTRICTIONS

Section 2.01 - Roads. The Roads are and shall remain privately owned and the sole and exclusive property of East Lake, together with its successors, assigns and grantees, if any, including but not limited to Developer, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.06, infra. Developer, which owns and holds certain a non-exclusive easement right thereon from East Lake, 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 State mail carriers, representatives of utilities specifically and expressly authorized by Developer in writing to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Roads; but subject, however, to the provisions hereof and the Regulations. Regardless of the immediately preceding provisions of Section 2.01, 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 2.02 - 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 Roads, including the right to prohibit use of the Roads by traffic which, in the sole opinion of Developer, would or might result in damage to the Roads or pavements 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 Roads.

Section 2.03 - 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 Roads.

Section 2.04 - Termination Of Roads. In the event of and to the extent that the Roads or easements over, under, through and across the Roads for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.01, 2.02 and 2.03, supra, shall be of no further force or effect thereafter.

Section 2.05 - Security Stops. The Association's security personnel shall have the right to stop and question persons on the Community Facilities and to require satisfactory evidence of any such person's right to be where he is stopped. Any such person who fails to establish that right may be required to leave the Community Facilities (even if he actually is entitled to be where he is stopped but fails to satisfactorily prove that he is); and the Association shall have no liability for such action.

Section 2.06 - Dedication. East Lake and/or Developer, as the case may be, 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 Roads and Land, to dedicate to the public all or any part of:

(a) The Roads;

(b) Any easements referred to herein, including those shown on the Plat, if any.

Section 2.07 - Maintenance. The Association shall, at all times, maintain the Community Facilities pursuant to the Declaration, the Articles, the By-Laws, and the Regulations.

Section 2.08 - Rights Of Others. Each Owner and occupant of a Lot shall use the Community Facilities in such a manner as shall not abridge the equal rights of the other Owners and occupants of Lots to the proper use and enjoyment thereof.

Section 2.09 - Fairness. No action shall at any time be taken by the Association or its 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 2.10 - Proviso. Provided, however, that until Developer and/or East Lake has completed all of the contemplated improvements and closed the sales of all of the Lots within the Community, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots.

Section 2.11 - Community Facilities. At the present time all of the Community Facilities (including the Roads) are privately

owned and the sole and exclusive property of East Lake, together with its successors, assigns, and grantees, including East Lake. However, Owners, along with other Members, shall have the use and benefit of such Community Facilities in accordance herewith and subject to the provisions hereof, such usage (except as to the Roads) to be deemed to be a license. If Developer elects to convey any or all of the Community Facilities to the Association, the Association shall be obligated and required to accept such.

ARTICLE III - PROPERTY RIGHTS

Section 3.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Roads which shall be appurtenant to and shall pass with the title to every Lot.

Section 3.02 - 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 Roads 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 Roads except as expressly provided in this Declaration. Any conveyance of the Roads or Community Facilities 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 Roads or Community Facilities, notwithstanding the fact that any Lot is shown or described as abutting the same.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 4.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 4.02 - Voting. The Association shall have only one class of voting membership which is the Founder Member who is East Lake Woodlands, Ltd., which has reserved the right in the Articles to amend them to grant voting rights to other members.

Section 4.03 - Amplification. The provisions of this Declaration are amplified by the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles or the By-Laws, this Declaration shall govern, control, and prevail.

ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 5.01 - The Community Facilities. 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 Community Facilities and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 5.02 - 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.

Section 5.03 - Rules And Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the appearance and use of the Community Facilities, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Copies of such shall be furnished by the Association to all Owners and residents of the Land, and shall be binding thereon after receipt of such.

Section 5.04 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

ARTICLE VI - COVENANT FOR ASSESSMENTS

Section 6.01 - Creation Of A Lien And Personal Obligation Of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, and appellate attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 6.02 - Purpose Of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of all of the Community Facilities regardless of location and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the Community Facilities including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association. The annual general assessment (which includes all costs) shall comprise the "annual assessment" as such term is hereinafter used.

Section 6.03 - Uniform Rate Of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots.

Section 6.04 - Date Of Commencement Of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1988. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. The annual assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 6.05 - Lien For Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 6.06 - Effect Of Nonpayment Of Assessments: Remedies Of The Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6.07 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, sue, and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 6.08 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 6.09 - Subordination Of The Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section

shall be given to the mortgagee. Any mortgagee holding a lien on 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 VII - MISCELLANEOUS

Section 7.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 7.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of the Covenants. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by a majority of the Members. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7.03 - 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;

Section 7.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land. The provisions of this Section shall not apply to any such action by Developer.

Section 7.05 - 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 within the Community, 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 7.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VI, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Roads have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 5.01, supra, with reference to the Roads.

Section 7.06 - 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 the Association 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 the Covenants; 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 7.06 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 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 7.07 - 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 7.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

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

Section 7.09 - Headings. The article and section 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, sealed and delivered in the presence of:

WOODLANDS ASSOCIATES, LTD., a Florida limited partnership

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

[Signature]
[Signature]
As to Muben Realty Company

By A. George Newman
As its Vice President

(CORPORATE SEAL)

STATE OF NEW JERSEY)
COUNTY OF ESSEX)

9th The foregoing instrument was acknowledged before me this 9th day of May, 1988, by A. George Newman, as Vice President, of Muben 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.

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

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

TC1/16-msd/ksl
4/5/88

EXHIBIT "A"

That certain leasehold estate, rights and interest created by and subject to the terms, conditions, limitations, restrictions, and other provisions of that certain Lease recorded among the current public records of Pinellas County, Florida, in Official Records Book 5289, Page 742 [NOTE: All recording references herein are and shall be to the current public records of Pinellas County, Florida], as amended by that certain Amendment To Lease recorded in Official Records Book 6400, Page 761, which pertains to the property which is more particularly described in Exhibit A-1 which is attached hereto and is, by this reference thereto, made a part hereof.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS:

Parcel "A" of East Lake Woodlands Cluster Homes Unit Five in accordance with the Plat thereof recorded in Plat Book 82, Page 70 [SUNFLOWER INITIAL PARCEL].

AND

A tract of land situated in and being a part of Section 15, Township 28 South, Range 16 East, Tallahassee Meridian, Pinellas County, Florida; and also lying entirely within East Lake Woodlands Cluster Homes Unit Five Access Easement as recorded in Official Record Book 5137, Pages 1874-1877, more particularly described as follows:

Commencing at the Northeast corner of East Lake Woodlands Cluster Homes Unit Five, a subdivision as recorded in Plat Book 82, Pages 70 through 73; thence along the Northerly boundary of the said subdivision South 43°15'17" West, 56.62 feet to the point of intersection with the Easterly boundary of the said East Lake Woodlands Cluster Homes Unit Five Access Easement, said point also being the Point Of Beginning of the herein described tract; thence continuing along the Northerly boundary of the said subdivision also being the Southerly boundary of the said Access Easement South 43°18'17" West, 72.59 feet; thence departing the said boundary North 00°13'59" West, 153.90 feet; thence departing the said boundary North 00°13'59" West, 50.00 feet to a point on the Northerly boundary of the said Access Easement; thence along the said Northerly boundary North 89°46'01" East, 50.00 feet to the point of intersection with the Easterly boundary of the said Access Easement; thence along the said Easterly boundary South 00°13'59" East, 151.28 feet to the Point Of Beginning [SUNFLOWER ADDITIONAL PARCEL].

AND

A tract of land situated in and being a part of Section 15, Township 28 South, Range 16 East and also being part of Section 10,

Township 28 South, Range 16 East, Tallahassee Meridian, Pinellas County, Florida; and being more particularly described as follows:

Commencing at the Northwest corner of the said Section 15; thence proceed Easterly along the Northerly boundary of Section 15, South $89^{\circ}22'21''$ East, a distance of 2669.79 feet to the North Quarter corner of Section 15, said North Quarter corner also being the Point Of Beginning of the herein described tract; thence from the Point Of Beginning proceed Southerly along the Easterly line of the Northwest Quarter of said Section 15, South $00^{\circ}13'59''$ East, a distance of 1099.68 feet to the point of curvature of a non-tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 434.26 feet, a central angle of $05^{\circ}26'54''$, an arc distance of 41.29 feet, the chord for which bears South $11^{\circ}11'35''$ West, a chord distance of 41.28 feet to the point of tangency of the said curve; thence tangent with the preceding curve South $13^{\circ}55'02''$ West, a distance of 104.20 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve, having a radius of 176.42 feet, a central angle of $14^{\circ}09'01''$, an arc distance of 43.57 feet, the chord for which bears South $06^{\circ}50'31''$ West, a chord distance of 43.46 feet to the point of tangency of the said curve; thence tangent with the preceding curve South $00^{\circ}13'59''$ East, a distance of 234.28 feet to the Northeast corner of the East Lake Woodlands Cluster Homes Unit Five Access Easement, as recorded in Official Records Book 5137, Pages 1874-1877; thence perpendicular with the preceding course and along the Northerly boundary of the said recorded Access Easement, South $89^{\circ}46'01''$ West, a distance of 50.00 feet to a point; thence perpendicular with the preceding course and departing the Northerly boundary of the said recorded Access Easement, North $00^{\circ}13'59''$ West, a distance of 234.28 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 226.42 feet, a central angle of $14^{\circ}09'01''$, an arc distance of 55.92 feet, the chord for which bears North $06^{\circ}50'31''$ East, a chord distance of 55.78 feet to the point of tangency of the said curve; thence tangent with the preceding curve North $13^{\circ}55'02''$ East, a distance of 63.92 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 544.03 feet, a central angle of $14^{\circ}09'01''$, an arc distance of 134.36 feet, the chord for which bears North $06^{\circ}50'31''$ East, a chord distance of 134.02 feet to the point of tangency of the said curve; thence tangent with the preceding curve North $00^{\circ}13'59''$ West, a distance of 1034.73 feet to a point on the Northerly line of the Northwest Quarter of the said Section 15; thence Westerly along the said Northerly line, North $89^{\circ}22'21''$ West, a distance of 10.00 feet; thence departing the said Northerly line of Section

15, proceed North $00^{\circ}13'59''$ West a distance of 4.81 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 312.84 feet, a central angle of $45^{\circ}59'34''$, an arc distance of 251.12 feet, the chord for which bears North $22^{\circ}45'48''$ East, a chord distance of 244.44 feet to the point of tangency of the said curve; thence tangent with the preceding curve, North $45^{\circ}45'35''$ East, a distance of 1008.56 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 265.00 feet, a central angle of $24^{\circ}57'27''$, an arc distance of 115.43 feet, the chord for which bears North $58^{\circ}14'18''$ East, a chord distance of 114.52 feet to a point which lies on the Southerly line of the Florida Power Corporation Right-Of-Way, as recorded in Official Record Book 4264, Page 1037; thence non-tangent with the preceding curve proceed Easterly along the said Southerly right-of-way line, South $89^{\circ}56'11''$ East, a distance of 968.80 feet to a point; thence departing said Southerly right-of-way line along the arc of a non-tangent circular curve concave to the Northwest having a radius of 290.00 feet, a central angle of $39^{\circ}07'41''$, a arc distance of 198.04 feet, the chord for which bears South $70^{\circ}29'58''$ West, a chord distance of 194.22 feet to the point of tangency of the said curve; thence tangent with the preceding curve North $89^{\circ}56'11''$ West, parallel to and 65.04 feet South of the aforesaid Southerly Florida Power Corporation Right-Of-Way Line a distance of 246.93 feet to a concrete monument marking the Northernmost corner of East Lake Woodlands Pinewinds Cluster Homes Unit One-B, as recorded in Plat Book 93, Pages 93-95, said point also being the Northeast corner of East Lake Woodlands Pinewinds Cluster Homes Unit One-A, as recorded in Plat Book 91, Pages 6-8; thence along the Northerly boundary of the said Pinewinds Cluster Homes Unit One-A, North $89^{\circ}56'11''$ West, a distance of 358.20 feet to a concrete monument marking a Northwest corner of the said Pinewinds Cluster Homes Unit One-A; thence departing the said Northerly boundary, North $89^{\circ}56'11''$ West, a distance of 92.87 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 185.00 feet, a central angle of $44^{\circ}18'14''$, an arc distance of 143.05 feet, the chord for which bears South $67^{\circ}54'42''$ West, a chord distance of 139.51 feet to the point of tangency of the said curve; thence tangent with the preceding curve, South $45^{\circ}45'35''$ West, a distance of 51.52 feet to a concrete monument marking a Northwest corner of the said Pinewinds Cluster Homes Unit One-A; thence along the Northwesterly boundary of the said Pinewinds Cluster Homes Unit One-A, South $45^{\circ}45'35''$ West, a distance of 160.65 feet to a concrete monument marking the Westernmost corner of the said Pinewinds Cluster Homes Unit One-A and the Northernmost corner of East Lake Woodlands Woods Landing Townhomes Unit One, as recorded in Plat Book 88, Pages 20-24; thence proceed

along the Westerly boundary of the said East Lake Woodlands Woods Landing Townhomes Unit One, South $45^{\circ}45'35''$ West, a distance of 796.39 feet to a concrete monument and the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 232.84 feet, a central angle of $45^{\circ}59'34''$, an arc distance of 186.91 feet, the chord for which bears South $22^{\circ}45'48''$ West, a chord distance of 181.93 feet to a concrete monument and the end of the said curve; thence South $00^{\circ}12'57''$ East, a distance of 6.05 feet to a concrete monument and the Southwest corner of the said East Lake Woodlands Woods Landing Townhomes Unit One, said corner lying on the Northerly boundary of the Northeast Quarter of the said Section 15; thence departing the boundary of the said East Lake Woodlands Woods Landing Townhomes Unit One, proceed Westerly along the Northerly line of the Northeast Quarter of the said Section 15, North $89^{\circ}14'25''$ West, a distance of 20.00 feet to the Point Of Beginning [SUNFLOWER EXTENSION PARCEL].

AND

Those certain rights, privileges, and easements expressly reserved in that certain Deed recorded in Official Records Book 2174, Page 474; and in that certain Special Warranty Deed recorded in Official Records Book 4264, Page 1037, over that certain piece, parcel, or tract of land lying, being, and situate in Pinellas County, Florida, and being more particularly described as follows:

A parcel of land situated in and being a part of Section 10, Township 28 South, Range 16 East, Tallahassee Meridian, Pinellas County, Florida; and being more particularly described as follows:

COMMENCING at the Southeast corner of the said Section 10; thence along the East line of the Southeast Quarter of Section 10, North $00^{\circ}50'17''$ West, a distance of 1028.34 feet to a point on the Southerly line of the Florida Power Corporation Right-Of-Way, as recorded in Official Records Book 4264, Page 1037; thence along the said Southerly line of the right-of-way North $89^{\circ}56'11''$ West, a distance of 834.97 feet to the Point Of Beginning of the herein described parcel; thence continue along the said Southerly line North $89^{\circ}56'11''$ West, a distance of 183.01 feet to a point; thence departing said Southerly line North $00^{\circ}03'49''$ East, a distance of 14.96 feet to the point of curvature of a non-tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 210.00 feet, a central angle of $79^{\circ}15'00''$, an arc length of 290.47 feet, the chord for which bears North $50^{\circ}26'19''$ East, a chord distance of 267.86 feet to the point of tangency of the said curve; thence North $10^{\circ}48'49''$ East, a distance of 286.72 feet to a point on the Northerly line of the Florida Power Corporation Right-Of-Way, as recorded in Official Records Book 2174, Pages 474-476; thence along the said Northerly

line South $89^{\circ}56'11''$ East, a distance of 81.43 feet to the Southwesterly corner of Greenhaven Unit One as recorded in Plat Book 92, Pages 94-08; thence departing the said Southwesterly corner of Greenhaven Unit One and the said Northerly right-of-way line South $10^{\circ}48'49''$ West, a distance of 301.91 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 290.00 feet, a central angle of $40^{\circ}07'19''$, an arc length of 203.08 feet, the chord for which bears South $30^{\circ}52'29''$ West, a chord distance of 198.95 feet to the Point Of Beginning of the parcel herein described [SUNFLOWER CROSSING PARCEL].

AND

A parcel of land situated in and being a part of Section 10, Township 28 South, Range 16 East, Tallahassee Meridian; Pinellas County, Florida; and being more particularly described as follows:

COMMENCING at the Southeast corner of the said Section 10; thence along the East line of the Southeast Quarter of Section 10 North $00^{\circ}50'17''$ West a distance of 1495.88 feet to the Southeast Corner of Greenhaven Unit One as recorded in Plat Book 92, Pages 94-97; thence along the Southerly boundary of the said subdivision, also being the Northerly line of the Florida Power Corporation Right-Of-Way as recorded in Official Record Book 2174, Pages 474-476, North $89^{\circ}56'11''$ West a distance of 669.40 feet to the Southwest corner of said Greenhaven Unit One; thence continue North $89^{\circ}56'11''$ West, along the aforesaid Northerly Florida Power Corporation Right-Of-Way line, a distance of 40.71 feet to the Point Of Beginning.

The parcel herein described being an eighty (80.00) foot wide strip of land lying forty (40.00) feet on each side of the following described centerline:

From the Point Of Beginning, depart the said Northerly right of way line, the Easterly boundary of the herein described strip abutting the Westerly line of said Greenhaven Unit One, run North $10^{\circ}48'49''$ East, a distance of 151.69 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 257.91 feet, a central angle of $29^{\circ}07'16''$, an arc length of 131.08 feet, the chord for which bears North $03^{\circ}44'48''$ West a chord distance of 129.68 feet to the point of tangency of the said curve; thence North $18^{\circ}18'27''$ West a distance of 98.07 feet to a point; thence from said point, the Easterly boundary of the herein described strip departing the Westerly boundary of said Greenhaven Unit One, continue North $18^{\circ}18'27''$ West a distance of 239.69 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 267.95 feet, a central angle of $12^{\circ}22'16''$, an arc length of

57.85 feet, the chord for which bears North $12^{\circ}07'21''$ West a chord distance of 57.74 feet to the point of tangency of the said curve; thence North $05^{\circ}56'11''$ West a distance of 111.35 feet to a point; thence from the said point the Easterly boundary of the herein described strip abutting the Westerly boundary of the said Greenhaven Unit One, continue North $05^{\circ}56'11''$ West, a distance of 184.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 250.00 feet, a central angle of $56^{\circ}09'13''$, an arc length of 245.02 feet, the chord for which bears North $34^{\circ}00'47''$ West, a chord distance of 235.33 feet to the point of tangency of the said curve; thence North $62^{\circ}05'24''$ West a distance of 63.48 feet to a point; thence from the said point, the Easterly boundary of the herein described strip departing the said Westerly boundary of Greenhaven Unit One, continue North $62^{\circ}05'24''$ West a distance of 110.00 feet to the Point Of Terminus of the herein described centerline, the said point lying on the Southeasterly line of East Lake Woodlands Parkway Extension as recorded in Official Record Book 6384, Pages 336-339.

It is the intent of this description that the Easterly and Westerly lines of the first course of the herein described 80.00 foot wide strip be extended or shortened to terminate on the said Northerly Florida Power Corporation Right-Of-Way line so that the Southerly boundary (width) of the herein described strip abuts the said Right-Of-Way line without overlap or hiatus. The Northerly boundary (width) of the herein described strip being perpendicular to the last centerline course recited and abutting the Southeasterly boundary of East Lake Woodlands Parkway Extension right of way as recorded in Official Record Book 6384, Pages 336-339.
[SUNFLOWER CONNECTION PARCEL]

ROADS:ss

9.23.87

EXHIBIT "A-1"

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

For a point of reference, commence at the Northwest corner of the Northeast Quarter of the aforementioned Section 9; thence South $89^{\circ}07'12''$ East along the Northerly boundary of the said Northeast Quarter of Section 9, a distance of 302.58 feet to a point on the Easterly right-of-way boundary of East Lake Road (County Road 77), recorded in Deed Book 1543, Page 299; thence South $10^{\circ}57'04''$ West along the said right-of-way boundary, a distance of 885.92 feet to a point of curvature on the said right-of-way boundary; thence along a curve to the left an arc distance of 563.72 feet, the said curve having a radius of 2814.93 feet and a central angle of $11^{\circ}28'27''$, subtended by a chord of 562.78 feet; chord bearing South $05^{\circ}12'51''$ West to a point of tangency; thence South $00^{\circ}31'23''$ East along the said right-of-way boundary, a distance of 1048.84 feet to a point of curvature on the said right-of-way boundary; thence along a curve to the right an arc distance of 220.57 feet, the said curve having a radius of 623.69 feet and a central angle of $20^{\circ}15'46''$ subtended by a chord of 219.42 feet, chord bearing South $09^{\circ}36'30''$ West to a point on the curve for a Point Of Beginning. Thence South $65^{\circ}12'05''$ East, a distance of 567.46 feet to a point of curvature; thence along a curve to the left an arc distance of 694.54 feet, the said curve having a radius of 945.00 feet and a central angle of $42^{\circ}06'36''$, subtended by a chord of 679.01 feet, chord bearing South $86^{\circ}15'23''$ East to a point of tangency; thence North $72^{\circ}41'19''$ East, a distance of 610.17 feet to a point of curvature; thence along a curve to the right an arc distance of 971.10 feet, the said curve having a radius of 805.00 feet and a central angle of $69^{\circ}07'04''$, subtended by a chord of 913.28 feet; chord bearing South $72^{\circ}45'09''$ East to a point on the Westerly boundary of the aforementioned Section 10, the said point being North $00^{\circ}25'44''$ West, a distance of 2325.39 feet from the Southwest corner of the said Section 10; thence continue along the said curve having a radius of 805.00 feet an arc distance of 5.69 feet, the said curve having a central angle of $00^{\circ}24'18''$, subtended by a chord of 5.69 feet, chord bearing South $37^{\circ}59'28''$ East, to a point of tangency; thence South $37^{\circ}47'19''$ East, a distance of 379.80 feet to a point of curvature; thence along a curve to the left an arc distance of 197.11 feet, the said curve having a radius of 545.00 feet and a central angle of $20^{\circ}43'18''$, subtended by a chord of 196.03 feet, chord bearing South $48^{\circ}08'58''$ East; thence South $58^{\circ}30'37''$ East, a distance of 110.56 feet to a point on a curve, tangent bearing of the curve North $35^{\circ}24'27''$ East; thence along the curve to the right an arc distance of 542.08 feet, the said curve having a radius of 805.00 feet and a central angle of $38^{\circ}34'56''$, subtended by a chord of

531.89 feet, chord bearing North $54^{\circ}41'55''$ East to a point on the said curve; thence South $16^{\circ}00'37''$ East on a radial line through the said point, a distance of 110.00 feet to a point on a curve that is concentric with the aforementioned curve, tangent bearing of the said curve being South $73^{\circ}59'23''$ West; thence along the curve to the left an arc distance of 515.53 feet, the said curve having a radius of 695.00 feet and a central angle of $42^{\circ}30'00''$, subtended by a chord of 503.79 feet, chord bearing South $52^{\circ}44'23''$ West to a point of tangency; thence South $31^{\circ}29'23''$ West, a distance of 342.58 feet to the Northerly boundary of a 467.50 foot wide Florida Power Easement established by deeds recorded in Official Records Book 1825, Pages 673, 674, and 675; Official Records Book 2174, Pages 474, 475, and 476; Official Records Book 4264, Pages 1037 and 1038; thence continue South $31^{\circ}29'23''$ West, a distance of 139.18 feet to a point of curvature; thence along a curve to the right an arc distance of 205.83 feet, the said curve having a radius of 1878.69 feet and a central angle of $06^{\circ}16'38''$, subtended by a chord of 205.72 feet, chord bearing South $34^{\circ}37'42''$ West to a point of tangency; thence South $37^{\circ}46'01''$ West, a distance of 226.67 feet to the Southerly boundary of the said Florida Power Easement; thence continue South $37^{\circ}46'01''$ West, a distance of 5.75 feet to a point of curvature; thence along a curve to the left an arc distance of 30.85 feet, the said curve having a radius of 1824.83 feet and a central angle of $00^{\circ}58'07''$, subtended by a chord of 30.85 feet, chord bearing South $37^{\circ}16'57''$ West to a point on the Easterly boundary of the aforementioned Section 9, the said point being North $00^{\circ}25'44''$ West, a distance of 940.35 feet from the Southeast corner of the said Section 9; thence continue along the said curve having a radius of 1824.83 feet an arc distance of 259.76 feet, the said curve having a central angle of $08^{\circ}09'21''$, subtended by a chord of 259.54 feet, chord bearing South $32^{\circ}43'13''$ West to a point of tangency; thence South $28^{\circ}38'33''$ West, a distance of 310.20 feet to a point of curvature; thence along a curve left an arc distance of 366.65 feet, the said curve having a radius of 778.06 feet and a central angle of $27^{\circ}00'00''$, subtended by a chord of 363.27 feet, chord bearing South $15^{\circ}08'33''$ West to a point of tangency; thence South $01^{\circ}38'33''$ West, a distance of 92.43 feet to a point on the Northerly boundary of the aforementioned Section 16, the said point being North $89^{\circ}01'39''$ West a distance of 393.62 feet from the Northeast corner of the said Section 16; thence continue South $01^{\circ}38'33''$ West a distance of 372.72 feet to a point of curvature; thence along a curve to the right an arc distance of 445.48 feet, the said curve having a radius of 655.00 feet and a central angle of $38^{\circ}58'06''$, subtended by a chord of 436.95 feet, chord bearing South $21^{\circ}07'36''$ West to a point of tangency; thence South $40^{\circ}36'39''$ West, a distance of 254.47 feet; thence South $34^{\circ}54'01''$ West, a distance of 100.50 feet; thence South $40^{\circ}36'39''$ West, a distance of 196.00 feet to a point on the Northerly right-of-way

boundary of State Road 584, an occupied 100.00 foot right-of-way; thence North $49^{\circ}23'21''$ West along the said right-of-way boundary, a distance of 130.00 feet; thence North $40^{\circ}36'39''$ East, a distance of 196.00 feet; thence North $46^{\circ}19'17''$ East, a distance of 100.50 feet; thence North $40^{\circ}36'39''$ East, a distance of 254.47 feet to a point of curvature; thence along a curve to the left, an arc distance of 370.67 feet, the said curve having a radius of 545.00 feet and a central angle of $38^{\circ}58'06''$, subtended by a chord of 363.57 feet, chord bearing North $21^{\circ}07'36''$ East to a point of tangency; thence North $01^{\circ}38'33''$ East, a distance of 371.44 feet to a point on the Southerly boundary of the aforementioned Section 9, the said point being North $89^{\circ}01'39''$ West, a distance of 503.63 feet from the Southeast corner of the said Section 9; thence continue North $01^{\circ}38'33''$ East, a distance of 93.72 feet to a point of curvature; thence along a curve to the right an arc distance of 418.49 feet, the said curve having a radius of 888.06 feet and a central angle of $27^{\circ}00'00''$, subtended by a chord of 414.63 feet and a chord bearing of North $15^{\circ}08'33''$ East to a point of tangency; thence North $28^{\circ}38'33''$ East, a distance of 310.20 feet to a point of curvature; thence along a curve to the right an arc distance of 230.07 feet, said curve having a radius of 1934.83 feet and a central angle of $06^{\circ}48'47''$, subtended by a chord of 229.94 feet, chord bearing North $32^{\circ}02'56''$ East to the Southerly boundary of the aforementioned Florida Power Easement; thence continue along the said curve having a radius of 1934.83 feet and an arc distance of 78.05 feet, the said curve having a central angle of $02^{\circ}18'41''$, subtended by a chord of 78.05 feet, chord bearing North $36^{\circ}36'40''$ East to a point of tangency; thence North $37^{\circ}46'01''$ East, a distance of 109.30 feet to a point on the Westerly boundary of the aforementioned Section 10, the said point being North $00^{\circ}25'44''$ West, a distance of 1118.67 feet from the Southwest corner of the said Section 10; thence continue North $37^{\circ}46'01''$ East, a distance of 123.13 feet, to a point of curvature; thence along a curve to the left an arc distance of 193.77 feet, the said curve having a radius of 1768.69 feet and a central angle of $06^{\circ}16'38''$, subtended by a chord of 193.68 feet, chord bearing North $34^{\circ}37'42''$ East to a point of tangency; thence North $31^{\circ}29'23''$ East, a distance of 71.96 feet to the aforementioned Northerly boundary of the said Florida Power Easement; thence continue North $31^{\circ}29'23''$ East, a distance of 354.90 feet; thence North $58^{\circ}30'37''$ West, a distance of 108.68 feet to a point of curvature; thence along a curve to the right an arc distance of 236.89 feet, the said curve having a radius of 655.00 feet and a central angle of $20^{\circ}43'18''$, subtended by a chord of 235.60 feet, chord bearing North $48^{\circ}08'58''$ West to a point of tangency; thence North $37^{\circ}47'19''$ West, a distance of 241.43 feet to a point on the Easterly boundary of the aforementioned Section 9, the said point being North $00^{\circ}25'44''$ West, a distance of 2144.15 feet from the Southeast corner of the said Section 9; thence continue North

37°47'19" West, a distance of 138.37 feet to a point of curvature; thence along a curve to the left an arc distance of 843.31 feet, the said curve having a radius of 695.00 feet and a central angle of 69°31'22", subtended by a chord of 792.52 feet, chord bearing North 72°33'00" West; thence South 72°41'19" West, a distance of 610.17 feet to a point of curvature; thence along a curve to the right an arc distance of 775.38 feet, the said curve having a radius of 1055.00 feet and a central angle of 42°06'36", subtended by a chord of 758.05 feet, chord bearing North 86°15'23" West to a point of tangency; thence North 65°12'05" West, a distance of 567.46 feet to a point on a curve on the aforementioned Easterly right-of-way boundary of East Lake Road (County Road 77), tangent bearing of the curve North 29°51'28" East; thence along the said curve to the left, an arc distance of 110.14 feet, the said curve having a radius of 623.69 feet and a central angle of 10°07'05", subtended by a chord of 110.00 feet, chord bearing North 24°47'55" East to the Point Of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS A and B:

PARCEL A

A parcel of land lying in Section 9, Township 28 South, Range 16 East, Pinellas County, Florida; more particularly described as follows:

For a point of reference, commence at the Northwest corner of the Northeast Quarter of the aforementioned Section 9; thence South 89°07'12" East along the Northerly boundary of said Northeast Quarter of Section 9, a distance of 302.58 feet to a point on the Easterly right-of-way boundary of East Lake Road (County Road 77), recorded in Deed Book 1543, Page 299; thence South 10°57'04" West along the said right-of-way boundary, a distance of 885.92 feet to a point of curvature on the said right-of-way boundary; thence along a curve to the left an arc distance of 563.72 feet, the said curve having a radius of 2814.93 feet and a central angle of 11°28'27", subtended by a chord of 562.78 feet, chord bearing South 05°12'51" West to a point of tangency; thence South 00°31'23" East along the said right-of-way boundary, a distance of 1048.84 feet to a point of curvature on the said right-of-way boundary; thence along a curve to the right an arc distance of 220.57 feet, the said curve having a radius of 623.69 feet and a central angle of 20°15'46", subtended by a chord of 219.42 feet, chord bearing South 09°36'30" West to a point on the curve, the said point also being on the Northerly right-of-way boundary of Woodlands Parkway; thence South 65°12'05" East along the said Northerly boundary, a distance of 15.43 feet; thence South 24°47'55" West, a distance of 43.50 feet for a Point Of Beginning; thence South 65°12'05" East, a distance of 88.50 feet; thence South 24°47'55" West, a distance of 23.00 feet; thence North

65°12'05" West, a distance of 88.50 feet to a point of curvature; thence along a curve to the right an arc distance of 36.13 feet, the said curve having a radius of 11.50 feet and a central angle of 180°00'00", subtended by a chord of 23.00 feet, chord bearing North 24°47'55" East to a point of tangency and the Point Of Beginning.

PARCEL B

A parcel of land lying in Section 16, Township 28 South, Range 16 East, Pinellas County, Florida; more particularly described as follows:

For a point of reference commence at the Northeast corner of the said Section 16; thence North 89°01'39" West along the Northerly boundary of the said Section 16, a distance of 393.62 feet to the Easterly right-of-way boundary of East Lake Woodlands Parkway; thence along the said Easterly right-of-way boundary the following calls, South 01°38'33" West, a distance of 372.72 feet to a point of curvature; thence along a curve to the right an arc distance of 445.48 feet, the said curve having a radius of 655.00 feet and a central angle of 38°58'06", subtended by a chord of 436.95 feet, chord bearing South 21°07'36" West to a point of tangency; thence South 40°36'39" West, a distance of 254.47 feet; thence South 34°54'01" West, a distance of 100.50 feet; thence South 40°36'39" West, a distance of 95.50 feet; thence North 49°23'21" West leaving the said Easterly right-of-way boundary, a distance of 49.50 feet for a Point Of Beginning; thence South 40°36'39" West, a distance of 84.50 feet to a point of curvature; thence along a curve to the right an arc distance of 48.69 feet, the said curve having a radius of 15.50 feet and a central angle of 180°00'00", subtended by a chord of 31.00 feet, a chord bearing North 49°23'21" West to a point of tangency; thence North 40°36'39" East, a distance of 84.50 feet; thence South 49°23'21" East, a distance of 31.00 feet to the Point Of Beginning [BASIC PARKWAY PARCEL].

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A tract of land situated in and being part of Section 10, Township 28 South, Range 16 East, Tallahassee Meridian, in Pinellas County, Florida, and being more particularly described as follows:

COMMENCING at the Northeast corner of the said Section 10; thence along the East line of the Northeast Quarter of Section 10, South 00°50'24" East, a distance of 2686.82 feet to the East Quarter corner of Section 10; thence along the East line of the Southeast Quarter of Section 10, South 00°50'17" East, a distance of 793.27 feet to a point; thence perpendicular to the said East line of the Southeast Quarter of Section 10, South 89°09'43" West, a distance of 4840.05 feet to the Point Of Beginning of the herein described

tract, the said Point Of Beginning also being located at the Northeasterly terminus of the existing centerline of East Lake Woodlands Parkway as recorded in Official Records Book 4367, Pages 837-842.

The tract herein described being a 110 foot wide strip of land lying 55 feet on each side of the following described centerline:

From the Point Of Beginning, along the arc of a circular curve concave to the Southeast being tangent to the said existing centerline of East Lake Woodlands Parkway and a continuation of the arc thereof, an arc distance of 1008.04 feet, subtended by a radius of 750.00 feet and a central angle of $77^{\circ}00'30''$, the chord for which bears North $69^{\circ}59'38''$ East, a chord distance of 933.86 feet to the point of tangency of the said curve; thence South $71^{\circ}30'07''$ East, a distance of 250.33 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve an arc distance of 276.18 feet, subtended by a radius of 750.00 feet and a central angle of $21^{\circ}05'55''$, the chord for which bears South $82^{\circ}03'05''$ East, a chord distance of 274.62 feet to the point of tangency of the said curve; thence North $87^{\circ}23'58''$ East, a distance of 395.78 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve an arc distance of 347.17 feet, subtended by a radius of 1145.92 feet and a central angle of $17^{\circ}21'30''$, the chord for which bears South $83^{\circ}55'17''$ East, a chord distance of 345.84 feet to the point of tangency of the said curve; thence South $75^{\circ}14'32''$ East, a distance of 201.90 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve an arc distance of 678.69 feet, subtended by a radius of 750.00 feet and a central angle of $51^{\circ}50'52''$, the chord for which bears North $78^{\circ}50'02''$ East, a chord distance of 655.77 feet to the point of tangency of the said curve; thence North $52^{\circ}54'36''$ East, a distance of 576.13 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve an arc distance of 327.25 feet, subtended by a radius of 750.00 feet and a central angle of $25^{\circ}00'00''$, the chord for which bears North $40^{\circ}24'36''$ East, a chord distance of 324.66 feet to the point of tangency of the said curve; thence North $27^{\circ}54'36''$ East, a distance of 146.67 feet to the Point Of Terminus of the centerline herein described.

The Southwesterly boundary (width) of the 110 foot wide strip herein described being coincident with the Northeasterly boundary (width) of the aforesaid existing East Lake Woodlands Parkway as recorded in Official Records Book 4367, Pages 837-842. The Northeasterly boundary (width) of the 110 foot wide strip herein described being perpendicular to the last centerline course recited [PARKWAY EXTENSION PARCEL].

LAW OFFICE

WILLIAM J. DEAR, P.A.
2215 RIVER BOULEVARD
JACKSONVILLE, FL 32204

shall consist only of the respective improvement, homeowners, or condominium associations governing and managing the common affairs of the presently existing Developments (the "Development Associations"), as are in existence as of June 1, 1983, and who shall elect to become members of the Association.

(c) Regular Members. Subject to the provisions hereof set forth, the Regular Members of the Association shall consist only of persons owning Units, Lots, or improved real property within the Community. Each person, upon acquisition of such title, shall automatically become a Regular Member of the Association and upon divestiture of such title, the membership of such Regular Member shall automatically terminate without the need for any action on the part of the Association. Such acquisition and divestiture of title shall be determined by and effective as of the recordation of the appropriate deed in the current public records of Pinellas County, Florida.

(d) Voting Rights. Only the Founder Member shall be entitled to vote for the election of directors of the Association and upon any other matters which require or permit a vote of the members. However, at any time the Founder Member may, but shall not be required to, adopt an amendment to this Article 4 and any related provisions in the By-Laws authorizing voting by the Associate Members and the Regular Members with the voting rights of each Associate Member to be given a weigh equal to the number of Lots or Units within the particular Development.

ARTICLE 5 - TERM

This Association shall have perpetual existence.

ARTICLE 6 - INITIAL SUBSCRIBERS

The names and addresses of the subscribers hereto are:

Allan R. Rutberg	305 Edgewater Drive Dunedin, Florida 33528
Thomas A. Shapiro	3012 Arbor Oaks Drive Palm Harbor, Florida 33563
John W. Nelson	A-1 Lake Saxton Drive Land O'Lakes, Florida 33539

ARTICLE 7 - DIRECTORS

The activities and affairs of the Association shall be managed by a Board of Directors who shall be elected by the Founder Member at the annual meeting of the members or at such other time as may be specified in the By-Laws. The number of Directors shall be fixed by the By-Laws. The first Board of Directors, who shall serve until the annual meeting of the members to be held in 1983, shall consist of the three original subscribers hereto. All vacancies in the Board of Directors shall be filled by the remaining Directors.

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

LAW OFFICES

WELL & DEAS, P.A.

SUITE 404

100 RIVERSIDE AVENUE

SONVILLE, FLORIDA 32204