Declaration of Covenants and Restrictions for East Lake Woodlands Unit One (Woodlands Estates Association, Inc.)

Original	**August 1975**
Amended	**May 2013 (Article VI, Section 6.03)** ***Covenants may only be amended by majority vote***
Amended	**August 2019 (Article II, Sections 2.11 and 2.32)** ***2.11 – Fencing along golf and lake parcels*** ***2.32 – Limitations on leasing***

Declaration of Covenants and Restrictions for East Lake Woodlands Unit One (Woodlands Estates Association, Inc.)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, EAST LAKE WOODLANDS, Ltd., a Florida limited partnership was the owner of certain real property located in Pinellas County, Florida, commonly known as Woodlands Estates, according to the plat thereof recorded in Plat Book 75, Pages 9, 10, 11, 12 of the public records of Pinellas County, Florida; and

WHEREAS, the Developer of said subdivision subjected said lands to a Declaration of Covenants and Restrictions recorded on September 18, 1975 in O.R. Book 4330 page 984 , et seq.; and

WHEREAS, the Developer, EAST LAKE WOODLANDS, Ltd., no longer exists as an entity and no person, firm, or corporation can be found entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Developer, a committee has been elected and appointed by the owners of a majority of the lots in accordance with Section 6.02 of the Declaration of Covenants and Restrictions and has assumed the powers of the Developer; and

WHEREAS, said committee with the approval and consent of persons owning at least seventy-five percent (75%) of the lots shown on the plat desire to amend the Declaration of Covenants and Restrictions;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, by and through the appointed committee, and with the consent of persons owning at least seventy-five percent (75%) of the lots in the subdivision, for itself and its successors, grantees and assigns, does hereby restrict the use, as in hereafter provided, of all lands included in the Plat (being hereinafter sometimes referred to as "the Land") and does hereby place upon the Land the following covenants, as amended, 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 of 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, as amended, hereinafter set forth.

ARTICLE I – DEFINITIONS

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

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

b) "Plat" shall mean and refer to that certain plat of Woodlands Estates, according to the plat thereof recorded in among the current public records of Pinellas County, Florida, in Plat Book 75, Pages 9, 10, 11, 12 together with any supplements or amendments thereto.

c) "Covenants" shall mean and refer to 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 thereto.

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

f) "Lots" shall mean and refer to all of the numbered lots as shown on the Plat.

g) "Building Plot" shall mean and refer to all or parts of 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 parts of Lots which will form an integral unit of land suitable for use as a residential building suite, 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 9,000 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 Building Plot consists of or includes an entire Lot as shown on the Plat.

h) "Access Way" shall mean and refer to Parcel A through L, as shown on the Plat.

i) "Lake Parcels" shall mean and refer to the Lake Parcels, as shown on the Plat, which are not, however, part of the Land.

j) "Golf Course Parcels" shall mean and refer to the Golf Course Parcels, as shown on the Plat, which are not, however, part of the Land.

k) "Utility Parcel" shall mean and refer to the Utility Parcel, as shown on the Plat.

l) "Association" shall mean and refer to "Woodlands Estates Association, Inc." a Florida nonprofit corporation, together with its successors and assigns.

m) "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.

n) "Front Building Restriction Lines" shall mean and refer to Building Restriction Lines referred to in Note 5 of the Plat, which parallel and are closest in point of distance to the abutting Access Way or Ways.

o) "Rear Building Restriction Lines" shall mean and refer to the Building Restriction Lines referred to in Note 5 of the Plat, which are farthest in point of distance to the abutting Access Way or Ways.

p) "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.

q) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Building Plots on the Land.

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

s) "Detached Outbuilding" shall mean and refer to any garage, quarters for domestic servants, laundry room, 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 Building Plot.

t) "Improved Building Plot" shall mean and refer to a Building Plot 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 irrefutable conclusive evidence that the residential building is substantially completed.

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 Building Plot on the Land other than one single family private residence. Without the approval of the Association, the height of the main residence on each building plot shall not be more than two full stories above the

normal surface of the ground. No buildings at any time situate on any Lot or Building Plot shall be used for business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing purposes, or as a professional office, if such use a) results in any significant increase in the traffic of people or vehicles to that Lot or Building Plot or otherwise interferes significantly with the quiet enjoyment by other residents of their homes and neighborhood, or b) involves any employees, independent contractors, or volunteers operating out of the residence on such lot other than the regular full-time residents of the Lot, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building situate on any Lot or Building Plot shall be rented leased separately from the rental or lease of the entire property and no part of any such building 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 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 exclusive property of the Association, together with its successors and assigns and grantees, if any, subject however, to the reserved right to the Association to dedicate same, as provided for in Section 2.30, infra, as well as in the Plat. The Association, however, does hereby grant to the present and future homeowners of Building Plots in said subdivision Woodlands Estates, 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 the utilities authorized by the Association to serve the Land, holders of mortgage lies on the Land and such other persons as the Association, from time to time, may designate, the nonexclusive and perpetual right to ingress, egress and access over, under, through and across the Access Ways. The Association reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of the land included in Woodlands Estates, or any other Units of East Lake Woodlands, or any adjacent land owned by the Association, or its grantees, successors and assigns.

Section 2.03 – Traffic Control. The Association shall have the right, but not the obligation, from time to time to Control and regulate all types of traffic on the Access Ways including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of the Association, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the obligation to control and prohibit parking on all or any part of the Access Ways.

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

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

Section 2.06 – One Story Minimum Square Footage. No one-story residence shall be erected or allowed to remain on any Building Plot unless the ground floor square foot area of the residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed a minimum square footage of 1,850.

Section 2.07 – Two Story Minimum Square Footage. No one and one-half story residence, no split-level residence, and no two-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 2,050.

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 a utility yard: Pens, yards and houses for pets, aboveground storage of construction materials, wood, coal, oil, gas and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants' quarters, garbage and trash cans and receptacles, detached garages, aboveground exterior air conditioning and heating equipment and other mechanical equipment, together with any other structures or objects determined by Developer, it 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 Outbuilding 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, or 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 referred to in Note 5 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 on the land 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 wall, 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 (except those Building Plots abutting any Golf Course Parcel or Lake Parcel) 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 four feet above the surface of the ground and which conforms with and does not violate any provisions hereof 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 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 abutting any Golf Course Parcel or Lake Parcel on the Land lying between the Rear Building Restriction Line and the rear or back of the Building Plot, except that an open-picket fence which extends not more than forty-two inches (42") above the surface of the ground and which conforms with and does not violate any provisions 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.

(e) 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 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 which conform with and do not violate any provisions

hereof may be erected, placed, or allowed nearer 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.

(f) 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 improvement 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 so to do 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 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 such plans and specifications, as finally approved in writing by Developer have been deposited permanently with Developer. Developer shall have the absolute and exclusive right (without the incurring of any liability for such) to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, as well as reasons connected with future development plans of Developer of the land or any contiguous or adjacent lands. In this connection, Developer shall have the right to require that the outside of fences, walls, or utility yards be appropriately landscaped. In passing upon such building plans and specifications and

lot-grading and landscaping plans, Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the Building Plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of the external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from the 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 or not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the Building Plot, with all applicable building restriction lines shown thereon. In addition, there shall be submitted to Developer for such approval such samples of building materials proposed to be used as Developer shall specify and require. Regardless of the proceeding 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 such 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 on the land. 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.

(a) All garages not located in 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 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 from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and additionally with, but only with, the prior written consent of the Developer may be parked overnight in such driveway or parking area, except that private automobiles of guests of the occupants may 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 wheeled vehicles 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.

Section 2.15 – Lot Plates. A plate showing the number of the residence shall be placed on each Building Plot on which a building is located, and at the option of the property owner, a name plate showing the name of the owner may also be placed on such Building Plot. However, the site, location, design, style, and type of material for each plate shall be first approved by the developer.

Section 2.16 – Window Airconditioners and Fans. Unless the prior approval of the Developer had been obtained, no window airconditioning units, window fans, or exhaust fans shall be installed in any side of a building which faces an Access Way.

Section 2.17 – Construction

(a) Within 2 years after the date of recording the deed from the 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.

(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 eighteen 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 property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting Access Way to his Building Plotline 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 also proper and continued drainage along the edge of the paved portion of the Access Way. The design and type of material of 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 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 that 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 thereof.

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 building permitted hereunder, nor the use of customary temporary sanitary toilet facilities for workmen during the course of such construction.

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 two square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a 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 three square feet in size, and which shall meet all other requirements of this Section 2.21 (a), may be displayed or placed. Developer may enter upon and 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 and regulations applicable thereto. occurring

Section 2.22 – Aerials. No exterior radio or television mast, tower, pole. wire, aerial, antenna or appurtenances thereto, nor any other electronic or electric equipment , structures, device or wires of any kind shall be installed or maintained on the exterior of any structure located on the Building Plot or 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. The provisions of this section shall not apply to equipment or devices located wholly within a utility yard meeting the requirements of Section 2.08, supra, and which are not visible to a person standing outside the utility yard.

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

Section 2.24 – Animals. No horses, mules ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, fame fowl, poultry or guineas shall be kept, permitted raised of 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, not

more than six birds, and not more than ten rabbits may be kept on an single Building Plot for the pleasure and use of the occupants, but not for any commercial or breeding use of purpose, except that if any of such permitted animals of birds shall, in the sole and exclusive opinion of the Developer, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive to wildlife, they may not thereafter be kept on the Building Plot. Birds and rabbits shall be caged at all times.

Section 2.25 – Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on 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.

Section 2.26 – Trees. No owner of a Building Plot shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the owners Building Plot. No living tree having a diameter greater than four inches measured at a height of our feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer, except such trees as shall be growing within twenty feet of the residence and attached utility yard proposed to be erected on the Building Plot.

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 if 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 (g). The Covenants, in the event any of said Lots hall 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 the easements, shown on the Plat.

Section 2.28 – Golf Course and Lake Parcels. Certain parcels of the property owned by Developer are variously labeled as Golf Course Parcels and are shown o 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 Develop0er 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 use of or place any structures or object on the parcels or any rights, title, interest, easements or privileges of any kind I, to, over or with respect to any of said parcels, except as ay be specifically set forth herein. Should the owners of Lots in said subdivision 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 or Developer.

Section 2.29 – Usage of Lake Parcels.

(a) Lakes are presently located on portions of the Lake Parcels. Subject to the provisions of Section 2.28, 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 proper 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 a t 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 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 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 sailboats, canoes, not 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 wit the prior consent of Developer, no Lot owner or resident shall have the right to pump or otherwise remove any water from any of said lakes for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage or runoff), rubbish debris, ashes or other refuse in any of said lakes.

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

Section 2.30 – Dedication. Developer shall have the sole and absolute right at any time, wit the consent and subject to the acceptance of the Board of County Commissioners of Pinellas County or the governing body of any municipality or body practice then having jurisdiction over the land shown on Plat, to dedicate to the public any or any part of the following:

(a) The Utility Parcel;

(b) The Access Ways;

(c) Any easements referred to herein, including those shown on the Plat.

Section 2.31 – Lot Maintenance. The owner of each Building Plot, 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 2.31, 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 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 2.32 – Leasing.

No dwelling may be leased during the initial twelve months of ownership. All leases shall be for a term of not less then twelve (12) months and no dwelling may be leased more than once in any given 12-month period, except as approved by the Board in instances of documented hardships. Owners intending to enter into or renew a lease agreement shall not do so without the prior approval of the Association.

Owners shall, no less than thirty (30) days in advance of the proposed start date of the lease or renewal of the lease, notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease, on such forms as the Board may require. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct criminal and/or financial background check(s), but shall not be obligated to do so. In connection with running criminal and/or financial background check(s), the Association shall be entitled to any information necessary for same. The Board shall have the authority to consider an applicant's credit history, including but not limited to the applicant's credit score and ability to pay rent without third party assistance, along with any other factors deemed relevant by the Board from time to time. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time. The Board of Directors may disapprove a proposed lease or lease renewal based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to;

(i) Prior criminal convictions which indicates a potential threat to the health, safety or welfare of the Community;

(ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;

(iii) Providing false or incomplete information in connection with an application; or

(iv) Status as a registered sex offender or sexual predator.

The Association shall have the authority pursuant to Chapter 83 of the Florida Statutes to evictas an agent of the owner or lessee for their failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. This shall include the ability to evict any unapproved lessee. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the owner and/or the owner's lot and may be collected in the same manner as an assessment pursuant to Article IV of the Declaration.

ARTICLE III – UTILITIES

Section 3.01 – Underground Lines. All telephone, electrical and other utilities lines and connections between the main or primary utility lines and the residence and the 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 Corporation through underground primary service lines running to transformers. Developer is providing an underground conduit to serve each Lot extending from the point at or near the Lot line, with such conduits being located in Access Ways or easement areas. Each Lot 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 the 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 Lot. The conduit provided by the 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 Lot 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 Lot.

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 Plots only by services or agencies previously approved in writing by Developer. After the erection of any building on any Building Plot, the owner shall keep and maintain on said 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 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 the 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 the developer, shall replace the boxes or receptacles previously employed for such purpose or purposes will 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 or Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the owners of said Building Plot in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

Section 3.05 – Sewage. The Sewage System shall be the sole and exclusive sanitary sewage and disposal service or facility used to serve each Building Plot on the Land, the improvements thereon, and the occupants thereof. The owner of each Building Plot shall, at his expense, connect his sewage disposal lines to the sewage collection line provided as part of the Sewage System to serve that owners Building Plot, as to comply with the requirements of the operation of the Sewage System and shall pay such connection charges as are approved by developer and required to be paid by the operator of the Sewage System. After such connection each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal 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 Building Plot or any improvements thereon or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch, canal 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 or from a swimming pool shall be discharged into the sewage collection lines of the Sewage System.

Section 3.06 – Easements. Developer, for itself and for its grantees, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable, and releasable easement, privilege, and right on, over, under and through the ground, to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes for the installation, maintenance, transmission, and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other conventional or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such easements 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 of each Lot and on, in, over and under a five-foot strip along the Interior Side Lot Lines of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and right 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 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 sole and exclusive property of Developer and its grantees, successors and assigns.

ARTICLE IV – ASSOCIATION

Section 4.01 – Assessments.

(a) Each Building Plot in East Lake Woodlands Unit One hereby is subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 1976, and on the same day of each year thereafter, each Building Plot owner in East Lake Woodlands Unit One, shall pay to 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 to be used as hereinafter set forth. Such annual maintenance assessment shall become delinquent if not paid by February 1 of the calendar year for which assessed, and shall bear interest at a rate of nine percent 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.

Such annual maintenance assessment shall consist of an "annual basic charge" and, if so determined by the association, an "annual additional charge" as follows:

(1) Each Building Plot, improved or unimproved, shall be assessed and the owner thereof shall pay an "annual basic charge". Such "annual basic charge" shall be assessed against such Building Plots proportionately to their respective square foot area, but in no event shall such "annual basic charge" exceed one cent per square foot of area per year;

(2) In addition to the "annual basic charge" and regardless of whether the maximum amount of "annual basic charge" has been assessed, each Improved Building Plot, if so determined by the Association, shall be assessed and the owner thereof shall pay an "annual additional charge" in such amount that the Association shall fix. Such "annual additional charge", if so fixed and assessed, shall be uniform in dollar amount as between a; Improved Building Plots in East Lake Woodlands Unit One, and all Improved Building Plots in any additional subdivisions of lands which are subjected by Developer to annual maintenance assessments pursuant to the provisions of Section 4.05, infra. However, if any such "annual additional charge", with respect to any single Improved Building Plot, shall exceed a maximum of 5 mills on the dollar of the full assessed value (unreduced by any homestead or other exemption) of such Improved Building Plot and the improvements

constructed thereon (exclusive of personal property) as fixed by the assessor for ad valorem real estate taxation by Pinellas County, Florida (or, if there be no such taxation by Pinellas County, Florida, then as affixed by an assessor for comparable taxation by the governing governmental authority) for the calendar year covered by such "annual additional charge", the Building Plot owner shall be entitled to a refund of such excess, provided written application therefore is filed with the Association at its office on or before December 31st of such year. If a timely written application for such is not filed, then the right to such a refund shall be deemed to have been waived.

Section 4.02 – Minimum Assessment Requirements.

(a) The Association annually shall fix and assess against the Building Plots, and the Building Plot owners in East Lake Woodlands Unit One, shall pay, as 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:

(1) To make payment of all ad valorem taxes assessed against any of the Access Ways as shown on the Plat, 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 which are part of the land included in the Plat. The funds deposited to the Paving Reserve Fund of East Lake Woodlands Unit One 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 which are part of the land included in the Plat, 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.

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, supra, may be used for the following, but only for the following purposes:

(a) Payment of operating expenses of the Association;

(b) Lighting, improvement, 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 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 healthcare, 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) 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.

(m) 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 East Lake Woodlands Unit One, 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.

(n) Repayment of funds and interest thereon, borrowed by the Association and used for any other 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 therefore, 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 January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 of each 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.

Section 4.05 – Additional Subdivisions. Developer may heretofore or hereafter plat additional subdivisions of lands contiguous to or nearby East Lake Woodlands Unit One, 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 the Article IV, except that the commencement date for annual maintenance assessments applicable to such additional subdivisions may be such date (either on, before, or after January 1, 1976), 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 the 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 East Lake Woodlands Unit One, and such additional subdivision, 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 East Lake Woodlands Unit One, or on Building Plots in such additional subdivisions, except, however, that the Paving Reserve Funds provided for East Lake Woodlands Unit One, in Section 4.02 (a) (3), supra, and similar paving reserve funds established with respect to and for each and every such additional subdivision shall not be commingled with each other or with any other funds.

Section 4.06. 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. The 5-mill maximum amount of the "annual additional charge" provided for in Section 4.01(b), supra, and any increase of same effected pursuant to this Section f.07 may be increased by the Association from time to time, with the consent of the persons then owning 75 percent or more of the Improved Building Plots then located in East Lake Woodlands Unit One, and any additional subdivisions of lands which then have been subjected by Developer to annual maintenance assessments pursuant to the provisions of Section 4.05, supra.

Section 4.08 – 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, 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 4.09 – 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;
(b) Utility Parcel.

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 no 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 anywise to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE VI – MISCELLANEOUS

Section 6.01 – 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 the 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 herein contained.

Section 6.02 – 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, privileges, authorities, and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, 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 6.02 shall apply to or affect the provisions of Article IV, supra.

Section 6.03 – Amendments. This Declaration of Covenants and Restrictions may be amended by the affirmative vote of a majority of the total number of voting interests. Any member whose rights have been properly suspended shall not be included in the total number of voting interests or purposes of this provision. After obtaining the requisite vote, a certificate of amendment shall be prepared and same shall be executed by the Board of Directors and such certificate and amendment shall be recorded in the official records of the Pinellas County, Florida and the amendment shall be effective as of the date of recording.

Section 6.04 – Additional Covenants. No property owners, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 6.05 – 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, 2025; and thereafter the Covenants shall be automatically extended for successive periods of 25 years each, unless 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 6.05, 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.

Section 6.06 – 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 6.06 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 6.07 – Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 6.08 – Notice. All notices to Developer referred to an 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:

East Lake Woodlands, Ltd.
Route 3, Box 616 (g)
Palm Harbor, FL 33563

Section 6.09 – 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 thereof.

IN WITNESS THEREOF, Developer, East Lake Woodlands, Ltd.., has caused this instrument to be duly executed, all as of the 18th day of August, 1975.