DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS UNIT ONE

RECORDED
PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT
SEP 10 10 00 AM '75

DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS UNIT ONE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as Developer), is now the owner of all of the land shown on the plat of East Lake Woodlands Unit One, according to the plat thereof recorded in Plat Book 75, Page 9,10,11 &12 of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as "the Plat"); and

WHEREAS, Developer is presently developing said subdivision to be known as East Lake Woodlands Unit One, 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 shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

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

ARTICLE I - DEFINITIONS

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

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

(b) "Plat" shall mean and refer to that certain plat of East Lake Woodlands Unit One, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 75, Page 9,10,11,12. 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 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.

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Hold
AMERICAN TITLE INSURANCE COMPANY
CENTRAL TITLE DIVISION
3701 Central Avenue

RETURN TO
HOWELL & DEAS, P.A.
POST OFFICE BOX 2285

This instrument was prepared by:
WILLIAM J. DEAS
HOWELL & DEAS, P.A.
Post Office Box 2285
Jacksonville, Florida

(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 Lot, Lots, or Parcels, or any other combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site, provided such plot extends from any Access Way to an existing rear or back property line as shown on the Plat. However, a Building Plot shall have an area of not less than 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 the Building Plot consists of or includes an entire Lot as shown on the Plat.

(h) "Access Way" shall mean and refer to Parcels 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 East Lake Improvement 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 the 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, of 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

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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 irrefutably 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 prior approval of Developer, the height of the main residence on each Building Plot shall be not 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 any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building situate on any Lot or Building Plot shall be rented or 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 and exclusive property of Developer, together with its successors, assigns and grantees, if any, subject however, to the right reserved to Developer to dedicate same, as provided for in Section 2.30, infra, as well as in the Plat. Developer, however, does hereby grant to the present and future owners of Building Plots in said subdivision of East Lake Woodlands Unit One, and their guests, invitees and domestic help and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time to time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Acess Ways. Regardless of the immediately preceding provisions of Section 2.02, 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 included in East Lake Woodlands Unit One, or any other Units of East Lake Woodlands, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.03 - Traffic Control. Developer shall have the right, but not the obligation, from time to time

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to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of Developer, would or might result in damage to the Access Ways or pavements or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of the Access Ways.

Section 2.04 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, 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 Developer, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.02, 2.03 and 2.04, supra, 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 airconditioning and heating equipment and other mechanical equipment, together with any other structures or objects determined by Developer, in its sole discretion, to be of an unsightly nature or appearance.

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

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

Section 2.11 - Building Restriction Lines.

(a) There are Front Building Restriction Lines and Rear Building Restriction Lines referred to in Note 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 may be erected, placed, or allowed in the area between the Rear Building Restriction Line and the rear or back line of the Building Plot and any structure other than a hedge, fence or wall which extends not more than four feet above the surface of the ground and which conforms with and does not violate other provisions hereof may be erected, placed, and allowed in any portion of said area which is located more than five feet from a side or rear line of the Building Plot.

(d) No 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 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

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Interior Side Lines or Line of the Building Plot shall be erected, placed, or allowed nearer than 7-1/2 feet to any Interior Side Line of the Building Plot, except that within the area bounded as above set forth all or any part of a utility yard (including structures or objects therein), hedge, fence, or wall which do not extend more than five feet above the surface of the ground and which confirm with and do not violate any provisions hereof may be erected, placed, and 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 from all points of view, Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each Building Plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any Building Plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Building Plot, approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as Developer shall require, including, if so required, plans for the grading and landscaping of the Building Plot, showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by Developer and until a copy of all such plans and specifications, as finally approved in writing by Developer, have been deposited permanently with Developer. Developer shall have the absolute and exclusive right (without the incurring of any liability for such) to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, as well as reasons connected with future development plans

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of Developer of the Land or any contiguous or adjacent lands. In this connection, Developer shall have the right to require that the outside of fences, walls, or utility yards be appropriately landscaped. In passing upon such building plans and specifications and lot-grading and landscaping plans, Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the Building Plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same, and shall consist of not less than the following: 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 approval such samples of building materials proposed to be used as Developer shall specify and require. Regardless of the preceding provisions of this Section 2.12, it shall not be necessary to submit plans and specifications to or to obtain the approval of Developer for any Detached Outbuilding which is to be erected and maintained wholly within a utility yard required by Section 2.08, supra, if no part of such Detached Outbuilding extends above the top of the fence or wall enclosing such utility yard. In the event that Developer fails to approve or disapprove such building plans and specifications within 60 days after the same have been submitted to it as required above, the approval of Developer shall be conclusively and irrefutably presumed and the provisions of this Section 2.12 shall be deemed to have been complied with. However, no residence or other building, structure, or improvement which violates any of the Covenants or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Building Plot 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 within a utility yard meeting the requirements of Section 2.08, supra, shall have the capacity for at least two automobiles.

Section 2.14 - Vehicular Parking. No 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 on 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 Developer NCA 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

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solely for the purpose of such service. No wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a utility yard shall be kept or parked in any such utility yard.

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 size, location, design, style, and type of material for each such plate shall be first approved by Developer.

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

Section 2.17 - Construction.

(a) Within 2 years after the date of recording the deed from Developer, the Owner of any Building Plot must commence actual construction of a residence thereon, with said residence to be designed and constructed in accordance with the Covenants.

(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 Plot line and shall remove the curbing at the edge of the paved portion of the abutting Access Way to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and also proper and continued drainage along the edge of the paved portion of the Access Way. The design and type of material for each such driveway and curb or gutter shall first be approved by Developer in writing and the subsurface of the portion of the driveway between the Building Plot line and the paved portion of the abutting Access Way as well as the replacement curb or gutter shall be installed prior to commencement of any construction and prior to delivery of construction materials to the Building Plot. During construction on any Building Plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such Building Plot from the Access Way only over the installed replacement curb or gutter and driveway subsurface, and such vehicles shall not be parked at any time on the Access Way or Ways or upon any property other than the Building Plot on which the construction is proceeding.

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

Section 2.19 - Temporary Buildings. Except for

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structures which are permitted by other provisions hereof to be located within the utility yard referred to in Section 2.08, supra, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Building Plot. However, this section shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of customary temporary sanitary toilet facilities for workmen during the course of such construction.

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

Section 2.21 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Building Plot, except "For Sale" signs, which signs may refer only to the particular Building Plot on which displayed, shall not exceed 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 of the other requirements of this Section 2.21(a), may be displayed or placed. Developer may enter upon any Building Plot and summarily remove and destroy any signs which do not meet the provisions of this section.

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

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

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reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Building Plot. No other animals, birds or fowl shall be kept, permitted, raised, or maintained on any Building Plot, except as permitted in this section. Not more than two dogs, not more than two cats, not more than six birds and not more than ten rabbits may be kept on a single Building Plot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Building Plot. Birds and rabbits shall be kept caged at all times.

Section 2.25 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land, except by Developer.

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 owner's Building Plot. No living tree having a diameter greater than four inches measured at a height of four feet above ground level, may be cut on any of the Land without first obtaining the written consent of Developer, 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 or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Building Plots, each of which must meet the requirements of Section 1.01 (g). The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair the easements shown on the Plat.

Section 2.28 - Golf Course and Lake Parcels. Certain parcels of property owned by Developer are variously labeled as Golf Course Parcels and Lake Parcels and are shown on the Plat as "Unplatted". Regardless of the location of said parcels shown as "Unplatted", and regardless of the use to which the parcels now or hereafter may be put, said parcels are and shall remain privately owned and the sole and exclusive property of Developer (free and clear of the Covenants), together with its successors, assigns and grantees, if any, of said parcels or of any rights or interests therein, and may be used for any purpose or purposes as shall be determined by Developer and its successors, assigns, and grantees, if any, of such parcels or of any rights or interests therein. The owners of Lots shall not acquire

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and shall not have at any time any right to go upon and make any use of or place any structure or object on the parcels or any rights, title, interest, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels, except as may be specifically set forth herein. Should the owners of Lots 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 of 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 prior consent of Developer, but only with such consent, others may use one or more of said lakes, but again, any such use shall be solely at the risk of the user.

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

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

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

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

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

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

Section 2.30 - Dedication. Developer shall have

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the sole and absolute right at any time, with the consent and subject to the acceptance of the Board of County Commission of Pinellas County or the governing body of any municipality or body politic then having jurisdiction over the land shown on the Plat, to dedicate to the public all 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 do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such Building Plot, which expense shall be payable by such owner to Developer on demand.

ARTICLE III - UTILITIES

Section 3.01 - Underground Lines. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each Building Plot shall be concealed and located underground so as not to be visible. Electrical service is provided by Florida Power Corporation through underground primary service lines running to transformer Developer is providing an underground conduit to serve each Lot extending from the point of the applicable transformer to a point at or near the Lot line, with such conduits being located in Access Ways or easement areas. Each 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 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 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

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covered garbage containers in which all garbage shall be kept until removed from the Building Plot. Such garbage containers shall be kept at all times within a utility yard.

Section 3.03 - Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Building Plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer. If, as, and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence, the size, location, design, style, and type of material for said wall receptacles to be subject to prior approval by Developer.

Section 3.04 - Wells. No wells may be drilled or maintained on any Building Plot without the prior written approval of Developer. Any such approved wells shall be constructed, maintained, operated, and utilized by the owners of said Building 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 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 a part of the Sewage System to serve that owner's Building Plot, so 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 service made by the operator of the Sewage System. No septic tank shall be permitted on any Building Plot, and no sewage disposal service or facility shall be used to serve the 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 airconditioning 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 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 or for the installation, maintenance, transmission, and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such easements are shown on the Plat to be for drainage,

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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 rights referred to in this Section 3.06. The owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.06, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, 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, at the office of the Association in Palm Harbor, Pinellas County, Florida, or at such other place as shall be designated by the Association, in advance, the annual maintenance assessment assessed against such owner's Building Plot, as fixed by the Association, and such payments shall be used by the Association to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessment shall become delinquent if not paid by February 1 of the calendar year for which assessed, and shall bear interest at the rate of nine per cent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by the Association as the needs of the property subject thereto may require, in the sole judgment of the Association.

(b) Such annual maintenance assessment shall 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 areas, 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 amounts as the Association shall fix. Such "annual additional charge", if so fixed and assessed, shall be uniform in dollar amount as between all 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

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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 fixed 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 therefor 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 a part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of the Association, to enable the Association:

(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;

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(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 health care, including ambulances and emergency care medical facilities, including the equipment necessary to operate such facilities, but only when and to the extent specifically authorized by the Association;

(i) Providing insect and pest control to the extent that it is necessary to supplement the services provided by the state and local governments and agencies, but only when and to the extent specifically authorized by the Association;

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

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

(l) 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 of the purposes referred to herein.

Section 4.04 - Collection of Assessments.

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

(b) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the property against or with respect to which the same shall be assessed, payable to the Association on demand, and shall be secured by a lien upon such property and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by the Association in a court of competent jurisdiction. In the event the Association shall be required to institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the owner or owners of such property all costs, including reasonable attorneys' fees and appellate attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien.

(c) Each such annual lien, as between the Association on the one hand, and the owner and owners of such property and any grantee of such owner and owners on the other hand, shall attach to the property and improvements against which such annual maintenance assessment shall be assessed and fixed as of 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 lien 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 for the year or years for which any such unpaid maintenance assessments were assessed and fixed.

Section 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 and all such additional subdivisions and the purchasers of lots therein to annual maintenance assessments, and to grant the Association rights, powers, duties and obligations with respect to such annual maintenance assessments, for similar objects and purposes and on substantially the same terms and conditions as those which are set forth herein in this Article IV, except that the commencement date for annual maintenance assessments applicable to such additional subdivisions may be such date (either on, before, or after January 1, 1976), as Developer shall

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specify in the recorded restrictions or another instrument applicable to each such additional subdivision. In the event Developer shall subject the lands in any such additional subdivision to annual maintenance assessments for similar objects and purposes and on substantially the same terms and conditions (except for commencement date) as those which are set forth herein in this Article IV, then, from and after the commencement date of such annual maintenance assessments applicable to each such additional subdivision, it shall not be necessary for the Association to allocate or apportion the maintenance funds collected by it, or the expenditures therefrom, between or among East Lake Woodlands Unit One, and such additional subdivisions, and said maintenance funds may be collected, commingled, and expended by the Association without regard to whether they were collected from assessments on Building Plots in 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 4.07, may be increased by the Association from time to time, with the consent of 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 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

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

(a) to amend these Covenants, other than those contained in Article IV, 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;

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

(d) to release any Building Plot from any part of the Covenants which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Developer, in its sole and exclusive judgment, determines such violation to be a minor or insubstantial violation; and

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

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

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 prior to January 1, 2025, or within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shown on the Plat shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 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

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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 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:

East Lake Woodlands, Ltd.,
Route 3, Box 617(g),
Palm Harbor, Florida 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 hereof.

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

Signed and sealed in our presence:

EAST LAKE WOODLANDS, LTD.
a Florida limited partnership

Eugenia N. Lasure
As to Allan R. Rutberg

By: Allan R. Rutberg
Allan R. Rutberg, as one of the two General Partners

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

As to Muben Realty Company

By: P. Lynn, Vice Pres.
As its V.P.

(Corporate Seal)

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of August, 197__, by Allan R. Rutberg, one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the Partnership.

Eunice H Lowe
Notary Public, State and County aforesaid, My Commission Expires:
11/27/76

STATE OF NEW JERSEY
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 8th day of August, 197__, by J. GEORGE NEWMAN, as 1 VICE PRESIDENT of Muben Realty Company, a New Jersey corporation, and one of the two General Partners of East Lake Woodlands, Ltd., a Florida limited partnership, on behalf of the corporation and of the Partnership.

Walter A. Roman
Notary Public, State and County aforesaid, My Commission Expires:

WALTER A ROMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 7, 1979

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ADOPTED AMENDMENT
TO
AMENDED AND RESTATED BY-LAWS
OF
WOODLANDS ESTATES ASSOCIATION, INC.

The following is an amendment to the "Amended and Restated By-Laws of Woodlands Estates Association, Inc.", duly adopted at the 2000 Annual Meeting of the Members of Woodlands Estates Association, Inc., held on Thursday, November 16, 2000.

Item No. 1 : **ARTICLE 3** of the "**Amended and Restated By-Laws of Woodlands Estates Association, Inc.**", is hereby amended by the addition of a **new** Section 7 to read as follows:

ARTICLE 3 – BOARD OF DIRECTORS

* * *

Section 7 – Qualification of Directors. A member shall serve as a Director only if such member is in good standing with the Association. The term "good standing" shall mean the member, at the time of nomination as a candidate for Director, shall have paid, in full, the annual maintenance assessment, as more particularly described in Section 4.01, et seq., of the "Declaration of Covenants and Restrictions for East Lake Woodlands Unit One", for, both, the then current calendar year and any and all previous calendar years, and the member, for any and all times after election to the Board, and continuing throughout the member's term of office, shall, then, both, not be delinquent with respect to any such current or previous calendar year's annual maintenance assessment and pay, in full, said annual maintenance assessment on or before January 31 of each such subsequent calendar year.

END OF ADOPTED AMENDMENT

~~MOM~~
McMAHON

BY-LAWS

OF

EAST LAKE IMPROVEMENT ASSOCIATION, INC.

ARTICLE 1 - PRINCIPAL OFFICE

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

ARTICLE 2 - MEMBERS

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

Section 2 - Annual Meeting. The annual meeting of the members shall be held on the third Thursday in September of each year, if not a legal holiday, and if a legal holiday, then on the next business date immediately following, beginning with the year 1976, at seven o'clock in the evening, or at such other time and date in the month of September as may be determined by the Board of Directors. All meetings of the members shall be held at the office of the Association in the County of Pinellas, Florida, or at such other place as may from time to time be determined by the Board of Directors and specified in the notice of such meeting.

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

Section 4 - Term of Directors. At the annual meeting of members, commencing with the annual meeting to be held in the year 1976, the Founder members shall elect by ballot the Board of Directors to serve for one year and until their successors shall be chosen and qualified.

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

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

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

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

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

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

(a) Calling of the roll and certifying of proxies;

(b) Proof of notice of meeting or waiver of notice;

(c) Reading and disposal of any unapproved minutes;

(d) Reports of officers;

(e) Reports of committees;

(f) Election of directors;

(g) Unfinished business;

(h) New business;

(i) Adjournment.

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

ARTICLE 3 - BOARD OF DIRECTORS

Section 1 - Term of Office. The property, affairs and activities of the Association shall be managed and controlled by the Board of three (3) Directors, who shall hold office for one year and until their successors are duly chosen and qualified. All vacancies in the Board of Directors shall be filled by the remaining Directors.

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

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

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

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

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of business. The action of a majority of those present shall be deemed to be and shall constitute the action of the Board.

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

ARTICLE 4 - OFFICERS OF THE ASSOCIATION

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

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

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

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

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

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

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

ARTICLE 5 - COMMITTEES

Section 1 - Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed upon it or him by law.

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

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

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

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

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

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

ARTICLE 6 - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

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

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

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

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

ARTICLE 7 - ACCOUNTING PERIOD AND ANNUAL REPORTS

The accounting period of the Association shall be

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

ARTICLE 8 - NOTICE AND WAIVER OF NOTICE

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

Section 2 - Waiver. Any member or Director may waive in writing or by telegraph any notice required to be given under any provisions 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.

ARTICLE 9 - REIMBURSEMENT AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify and hold harmless each person who shall serve at any time as a Director or officer of the Association from and against any and all claims and liabilities to which such person shall or may become subject by reason of his having heretofore or hereafter been a Director or officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, except that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability which shall be finally adjudged to have arisen out of his own gross and wilful 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 building plot located in the subdivision known as East Lake Woodlands Unit One according to the plat thereof recorded or to be recorded in the current public records of Pinellas County, Florida, to an annual maintenance assessment as provided in the covenants and restrictions applicable to said East Lake Woodlands Unit One. The Board of Directors of the Associ-

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ation shall also have the right and power to subject, and shall subject to such annual maintenance assessments each building plot located in additional subdivisions of lands contiguous to or nearby East Lake Woodlands Unit One, hereafter designated by the Developer of East Lake Woodlands Unit One, if and to the extent such Developer by appropriate recorded covenants and restrictions or other recorded instrument shall so provide and authorize.

ARTICLE 11 - SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporation Not For Profit - Seal - 1975 - Florida".

ARTICLE 12 - AMENDMENTS TO BY-LAWS

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

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State of Florida

Department of State

I certify that the attached is a true and correct c of Amended and Restated Articles of Incorporation, filed Nove r 8, 1989, for WOODLANDS ESTATES ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 733348.

P. 2.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of November, 1989.

Jim Smith
Secretary of State

CR2E022 (8-89)

Basic governing document
Formal Document
filed w State of FL.

ARTICLES OF AMENDMENT AND RESTATEMENT
TO THE ARTICLES OF INCORPORATION OF
WOODLANDS ESTATES ASSOCIATION, INC.

FILED
1989 NOV -8 PM 3:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To: Department of State
Tallahassee, FL 32304

Pursuant to the provisions of FS 617.017(3), FS 617.018, and FS 617.0201, the undersigned corporation adopts the following Articles Of Amendment And Restatement to its Articles Of Incorporation:

1. The Articles Of Incorporation are hereby amended and restated to read as are set forth in Exhibit "A."

2. The present name of the Association prior to this amendment is East Lake Improvement Association, Inc.

3. The following amendments to the Articles Of Incorporation are hereby adopted in the manner prescribed by the provisions of FS 617.017(3) as is reflected in the Consent And Agreement set forth, infra:

(a) The name of the Association is changed from "East Lake Improvement Association, Inc." to "Woodlands Estates Association, Inc."

(b) To limit the definition of "East Lake Subdivisions" as set forth in Article 2(a).

(c) To delete the classes of Founder Members and Resident Members as defined in Articles 4(a) and 4(b) and all references to such classes thereafter, as well as the sole voting right of the Founder Members.

(d) To provide, in Article 9, that a 75% vote of the members present at a meeting at which a quorum is present, may make, alter, amend, or rescind the By-Laws.

(e) To provide, in Article 13, that a 75% vote of the members present at a meeting at which a quorum is present, may amend the Articles, subject to certain limited consent rights of East Lake Woodlands, Ltd. as to such.

(f) To add a new Article 15 requiring the approval of at least 51% of the Members in order for the Association to commence or prosecute certain types of litigation.

4. The foregoing amendments were adopted by all of the Founder Members [the only members of the Association who are eligible to vote] at a Special Meeting held on October 16, 1989, and by all of the Directors at a Special Meeting held on October 24, 1989, all as contemplated by FS 617.017(3).

5. This amendment shall be deemed effective upon filing with the office of the Secretary of State, State of Florida.

Dated this 6th day of November, 1989.

EAST LAKE IMPROVEMENT ASSOCIATION, INC., a Florida corporation not for profit

By: Douglas W. Phillips
As its President

Attest: Virginia P. Williams
As its Secretary

(Corporate Seal)

LAW OFFICE
IAM J. DEAS, P.A.
RIVER BOULEVARD
IONVILLE, FL 32204

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument wa cknowledged before me this 6th day of November, 1989, by uglas Philipp and Virginia Williams, as President and Secreta respectively, of East Lake Improvement Association, Inc., a lorida corporation not for profit, on behalf of the Corporati

Notary Public, State and
County aforesaid
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 3, 1992
BONDED THRU GENERAL INS. UND.

LAW OFFICE
LIAM J. DEAS, P.A.
5 RIVER BOULEVARD
KSONVILLE, FL 32204

MIN/630-16/aa-2/leh

CONSENT AND AGREEMENT

The undersigned, constituting all of the directors and all of the Founder Members of East Lake Improvement Association, Inc. eligible to vote, do hereby consent and agree to the above and foregoing amendment pursuant to the provisions of FS 617.017(3); and in doing so hereby manifest their intent that the above and foregoing amendment be adopted.

Directors

Founder Members

A. George Newman

Andrew P. Galenas

Thomas L. Martin

MIN/630-16/aa-2/ksl

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

WOODLANDS ESTATES ASSOCIATION, INC.
(A Florida corporation not for profit)

INTRODUCTORY PARAGRAPH: These Amended And Restated Articles Of Incorporation are being filed pursuant to the provisions of FS 617.0201(2) and FS 617.0201(4), inter alia.

The following information, as required by FS 617.0201(2), is hereby stated:

1. The present name of this corporation is "Woodlands Estates Association, Inc."

2. The name under which this corporation was originally incorporated was "East Lake Improvement Association, Inc."

3. The date this corporation's original Articles Of Incorporation were filed with the Department Of State was July 22, 1975.

4. These Amended And Restated Articles Of Incorporation have been duly adopted by all of the Founder Members and the Directors of the Corporation.

5. These Amended And Restated Articles Of Incorporation only restate and integrate and any amendments which are incorporated herein have been adopted pursuant to the provisions of FS 617.0201(4).

6. That there is no discrepancy between the Articles Of Incorporation as heretofore amended and the provisions of these Amended And Restated Articles Of Incorporation, other than the inclusions of amendments adopted pursuant to FS 617.0201(4) and the omission of matters of historical interest.

The undersigned, by these Articles Of Incorporation (hereinafter sometimes referred to as the "Articles"), hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be: WOODLANDS ESTATES ASSOCIATION, INC., hereinafter sometimes referred to as the "Association".

ARTICLE 2 - PURPOSE

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

(a) To promote the health, safety and social welfare of the members of the Association in protecting and enhancing the value of the property of the members located in the subdivision known as East Lake Woodlands Unit One, according to the plat thereof recorded in the current public records of Pinellas County, Florida, and possibly in two additional subdivisions of lands contiguous to East Lake Woodlands Unit One which are known as East Lake Woodlands Unit Two and East Lake Woodlands Unit Three, all of which subdivisions are hereinafter sometimes referred to as the "East Lake Subdivisions";

(b) To endeavor to see that ad valorem taxes and assessments levied on said property of the members of the Association are uniform and fair;

Exhibit "A"

(c) To endeavor to see that adequate police and fire protection, garbage and trash removal and other conveniences and utility services are furnished to the property of the members;

(d) To provide for the maintenance, improvement and beautification of access ways, and other properties in the East Lake Subdivisions;

(e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors (hereinafter sometimes referred to as the "Board"), in its discretion, determines necessary, appropriate and/or convenient;

(f) To operate without profit for the sole and exclusive benefit of its members, but without pecuniary gain or profit to the members of the Association.

ARTICLE 3 - GENERAL POWERS

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

(a) To hold funds solely and exclusively for the benefit of the members for the purposes set forth in the Articles;

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(c) To delegate power or powers where such is deemed in the interest of the Association;

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

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

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

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

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

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

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RIVER BOULEVARD
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ARTICLE 4 - MEMBERSHIP AND VOTING RIGHTS

(a) Membership. Membership in the Association shall be limited to persons owning real property in the East Lake Subdivisions, and each such person, upon acquisition of title to such real property, automatically shall become a member of the Association. Where two or more persons are the joint owners of a lot, they shall have a single joint membership in the Association. Whenever a member shall cease to own real property in the East Lake Subdivisions, the membership of such person automatically shall terminate without action on the part of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership in real property in the East Lake Subdivisions.

(b) Voting Rights. On all matters which require or permit a vote by the members, each member shall be entitled to one vote for each lot in the East Lake Subdivisions owned by that member. Where two or more persons are the joint owners of a lot, they may, at their option, split their vote into fractions.

ARTICLE 5 - TERM

This Association shall have perpetual existence.

ARTICLE 6 - INITIAL SUBSCRIBER

The name and addresses of the initial subscribers hereto are:

Allan R. Rutberg
4331 Forest Park Road
Jacksonville, Florida 32210

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

Robert W. Kopchains
520 Broad Street
Newark, New Jersey 07101

ARTICLE 7 - DIRECTORS

The activities and affairs of the Association shall be managed by a Board who shall be elected by the members at the annual meeting of the members or at such other time as may be specified in the By-Laws of the Association (hereinafter sometimes referred to at the "By-Laws"). The number of Directors shall be fixed by the By-Laws. The first Board who shall serve until the annual meeting of the members to be held in 1976, shall consist of the three original subscribers hereto. All vacancies in the Board shall be filled by the remaining Directors.

The Board 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, shall have and may exercise the powers of the Board in the management of the affairs of the Association.

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

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

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J. DEAN, P.A.
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LE, FL 32204

ARTICLE 8 - OFFICERS

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

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

Allan R. Rutberg
4331 Forest Park Road
Jacksonville, Florida 32210, President

Robert W. Kopchains
520 Broad Street
Newark, New Jersey 07101, Vice-President

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

ARTICLE 9 - BY-LAWS

The members may make, alter, amend, or rescind the By-Laws by a vote of seventy-five percent (75%) of those present and voting, in person or by proxy, at any meeting at which there is a quorum.

ARTICLE 10 - DISSOLUTION

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

ARTICLE 11 - STOCK

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

ARTICLE 12 - OFFICE

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

ARTICLE 13 - AMENDMENTS

Amendments to the Articles may be proposed and adopted as follows: Every amendment shall first be proposed by the Board and shall then be approved by seventy-five percent (75%) of the members present and voting, in person or by proxy, at any meeting at which there is a quorum. A copy of the proposed amendment with thereon a certificate that it has been approved by the members, sealed with the corporate seal, signed by the Secretary,

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and executed and acknowledged by the President or Vice-President, shall be prepared and filed with the Secretary of State of the State of Florida in the manner required for Articles of Incorporation of corporations not for profit. The Articles shall be amended and the amendment incorporated therein when the amendment has been filed with the Secretary of State, approved by him, and all filing fees have been paid. Subject to the foregoing terms and conditions, the Association reserves the right to alter, amend, change or repeal any provision contained herein. Anything herein to the contrary not withstanding, neither the provisions of Article 15, nor the provisions of this sentence, can be amended without the consent of East Lake Woodlands, Ltd.

ARTICLE 14 - CONTRACTUAL POWERS

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

ARTICLE 15 - LITIGATION

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of at least fifty-one percent (51%) of the Members then entitled to vote. This Article shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of any Declaration pertaining to the East Lake Subdivisions (including, without limitation, the foreclosure of liens); (b) other actions brought by the Association in the normal course of its business; (c) the imposition and collection of assessments; (d) proceedings involving challenges to ad valorem taxation; or (e) counterclaims brought by the Association in proceedings instituted against it.

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10/10/89