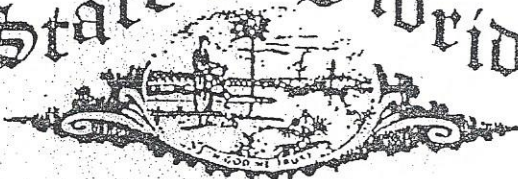


State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GULF TRACE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 14, 1985, as shown by the records of this office.

The document number of this corporation is N11561.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 14th day of October, 1985.

George Firrstone
Secretary of State



CER-101

FILED

1935 OCT 14 PM 9 38

ARTICLES OF INCORPORATION
OF

GULF TRACE HOMEOWNERS ASSOCIATION, INC.

(A Florida corporation not for profit)

The undersigned, by these Articles, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be: GULF TRACE HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

ARTICLE II - DEFINITIONS

All words, phrases, names and terms used in these Articles of Incorporation, the Bylaws, and the Declaration of the Association shall have the same meaning and be used and defined the same as they are in the Declaration of Covenants, Conditions and Restrictions of GULF TRACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III - PURPOSE

2.1 The purpose for which the Association is organized is to provide for the maintenance, preservation and architectural control of resident Lots and the Common Areas within that certain tract of property described as:

See Exhibit "A" attached hereto and any addition thereto of the property described in Exhibit "A-1" attached hereto (collectively referred to as the "Lands"),

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for the purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" and applicable to the property, or any portion thereof, and recorded or to be recorded in the Public Records of Pasco County, Florida, as the same may be amended from time to time as therein provided;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; to borrow money, and with the consent of two-thirds (2/3) of each class of membership, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(c) Hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation and the Declaration;

LAW OFFICES OF
RICHARDS, MOORE,
GILNEY, FITZ,
MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

(d) Promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(e) Delegate power or powers where such is deemed in the interest of the Association;

(f) 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 activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida;

(g) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer has been signed by members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members of the Association;

(h) Charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association;

(i) Pay taxes and other charges, if any, on or against property owned or accepted by the Association;

(j) Have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Laws of the State of Florida by law may now or hereafter have or exercise;

(k) ~~Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each Class of members of the Association;~~

Notwithstanding anything contained above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member and no distributions of income shall be made to its members, directors or officers.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. Classes of membership may be established pursuant to the Declaration of Covenants, Conditions and Restrictions recorded for the Land. Any owner of more than one Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Change of membership in the Association for an Owner shall be established by recording in the Public Records of Pasco County, Florida, a deed or other instrument establishing record title to a Lot in the Development and by delivery of a recorded copy of the same to the Association. The Owner designated by such deed thus becomes a member of the Association and the membership of the prior Owner is terminated.

ARTICLE V - VOTING

The Association shall have two (2) classes of members:

(a) Class A. Class A members shall be all Owners, except the Developer, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) Class B. The Class B member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; provided, however, that if at any time the Developer does not annex additional Lands as provided in Article XI of this Declaration so as to maintain Class B membership in existence, then Class B membership shall not cease but shall continue until terminated in subparagraph (2) below; or

(2) on December 31, 1995.

ARTICLE VI - BOARD OF DIRECTORS OR DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, which shall initially be three (3) and never less than three (3) Directors. Directors need not be members of the Association.

5.2 Directors shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws.

5.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Paul Jenkins	3415 Player Drive New Port Richey, FL 33553
Linda Robbian	3415 Player Drive New Port Richey, FL 33553
Lynn Munzenrieder	3415 Player Drive New Port Richey, FL 33553

ARTICLE VII - OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Paul Jenkins 3415 Player Drive New Port Richey, FL 33553
Vice President	Linda Robbian 3415 Player Drive New Port Richey, FL 33553

LAW OFFICES OF
RICHARDS, NOONEN,
GILKEY, FITZ
MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

Secretary/Treasurer

Lynn Munzenrieder
3415 Player Drive
New Port Richey, FL 33553

ARTICLE VIII - REGISTERED AGENT AND OFFICE

The street address of the initial registered office of the Association shall be 1253 Park Street. The initial registered agent for the Association at the above address shall be Michael L. Robertson.

ARTICLE IX - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X - BYLAWS

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

ARTICLE XI - AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

(a) Such approvals must be by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association;

10.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without the Developer's approval as long as the Developer owns a Lot in the Development.

10.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pasco County, Florida.

ARTICLE XII - TERM

The term of the Association shall be perpetual.

ARTICLE XIII - SUBSCRIBERS

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

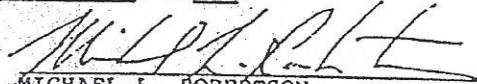
<u>Name</u>	<u>Address</u>
Michael L. Robertson	1253 Park Street Clearwater, FL 33516

ARTICLE XIV - DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3) of each class of members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

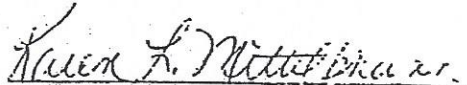
These Amended and Restated Articles of Incorporation have been duly approved by the undersigned as and constituting all of the subscribers and directors of said corporation in a meeting duly held and assembled.

Dated this 11th day of October, 1985.


MICHAEL L. ROBERTSON

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared MICHAEL L. ROBERTSON, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 11th day of October, 1985.


Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 20, 1989
Issued This Day For Business Inc.

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 316.27 feet; thence S89°13'16"W, 1306.55 feet to the point of beginning; thence S01°22'59"W, 999.37 feet; thence S89°15'55"W, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of 73°11'41", a chord bearing N52°40'04"E, 435.22 feet, an arc distance of 466.28 feet; thence N16°04'14"E, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing N58°49'14"E, 373.34 feet, an arc distance of 410.37 feet, thence S78°25'46"E, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

FILED
 LOS OCT 14 AM 9 38
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

A PORTION OF THE FOLLOWING TRACTS: TRACTS 21, 22, 23 LESS THAT PORTION LYING WITHIN 180 FEET OF THE NORTH LINE OF SECTION 30 AND TRACT 24 TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TRACTS 1, 2, 3, 5, 6, 7, 17, 18, 19 LESS THAT PORTION LYING WITHIN 180 FEET OF THE NORTH LINE OF SECTION 25 AND TRACTS 4, 8, 20 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE ABOVE BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE S89°19'53"W, 12.53 FEET; THENCE S01°22'26"W, 316.27 FEET TO A CONCRETE MONUMENT; THENCE S89°13'16"W, 1306.55 FEET TO THE POINT OF BEGINNING; THENCE S01°22'59"W, 999.37 FEET TO A POINT IN THE NORTHERN BOUNDARY OF ALOHA GARDENS UNIT ONE AS RECORDED IN PLAT BOOK 9, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE WITH THE SAID NORTHERN BOUNDARY OF ALOHA GARDENS UNIT ONE S89°15'55"W, 1276.61 FEET TO THE WEST LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST A CORNER OF ALOHA GARDENS UNIT ONE AND ALOHA GARDENS UNIT TWO AS RECORDED IN PLAT BOOK 9, PAGE 130 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE WITH THE SAID NORTHERLY BOUNDARY LINE OF ALOHA GARDENS UNIT TWO N89°19'06"W, 1324.12 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID ALOHA GARDENS UNIT TWO; THENCE N89°32'23"W, 1324.45 FEET TO A CONCRETE MONUMENT; THENCE N89°23'26"W, 2647.58 FEET TO A CONCRETE MONUMENT IN THE WEST LINE OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST, THENCE WITH THE WEST LINE OF SAID SECTION 25, N00°49'36"E, 325.00 FEET; THENCE THROUGH THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, AND IN PART THROUGH TRACT 19 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCE DUE EAST 180 FEET, N45°00'00"E, 250.00 FEET, S60°00'00"E, 320.00 FEET, DUE SOUTH 250 FEET, N73°00'00"E, 740.00 FEET, N30°00'00"E, 800 FEET, N30°00'00"W, 130.49 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A FLORIDA POWER CORPORATION SAID POINT LYING 180 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25; THENCE WITH THE SOUTH LINE OF FLORIDA POWER CORPORATION AND 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 25, S89°31'20"E, 979.05 FEET, S89°32'14"E, 570.00 FEET; THENCE THROUGH TRACTS 6, 5, 8, 3, 4, 2, 1 OF SAID SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST AND THROUGH TRACT 23 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, S60°00'00"E, 360.00 FEET, DUE SOUTH 560 FEET S50°00'00"E, 330.00 FEET, N30°00'00"E, 310.00 FEET, S75°00'00"E, 390.00 FEET, S30°00'00"E, 220.00 FEET, S75°00'00"E, 310.00 FEET, N30°00'00"E, 400 FEET, N75°00'00"E, 160.00 FEET, N30°00'00"E, 420 FEET, N60°00'00"E, 220.00 FEET, N30°00'00"E, 154.06 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF FLORIDA POWER CORPORATION AND LYING 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE WITH THE SOUTH LINE OF FLORIDA POWER CORPORATION AND 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, N89°19'53"E, 999.09 FEET; THENCE S01°22'59"W, 38.63 FEET; THENCE N89°13'16"E, 1306.53 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 19; THENCE ALONG SAID RIGHT OF WAY S01°22'26"W, 100.07 FEET; THENCE S89°13'16"W, 1306.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,894,920.002 SQ. FT. OR 112.3719 ACRES OF LAND.

EXHIBIT A-1

FILED
 19 6 16 11 9 31

A PORTION OF THE FOLLOWING TRACTS 45, 46, 47, 48, 57, 58, 59, 60 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING MORE FULL DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9 AT PAGE 70 AMONG THE LAND RECORDS OF PASCO COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE N00°14'58"E, 220.00 FEET; THENCE S89°30'53"E, 350.00 FEET; THENCE DUE SOUTH 100 FEET; THENCE S44°34'10"W, 854.46 FEET; THENCE S75°00'00"W, 450.00 FEET; THENCE DUE SOUTH 150 FEET; THENCE S45°00'00"E, 270.00 FEET; THENCE DUE EAST 250 FEET; THENCE DUE SOUTH 146.50 FEET TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WITH THE SOUTH LINE OF SAID SECTION 24, N89°32'14"W, 862.96 FEET; THENCE N89°31'20"W, 1740.00 FEET; THENCE DUE NORTH 280 FEET; THENCE DUE EAST 250 FEET; THENCE DUE NORTH 250 FEET; THENCE N80°00'00"E, 840.00 FEET; THENCE DUE NORTH 180 FEET; THENCE N60°00'00"E, 462.42 FEET TO A POINT IN THE SOUTH LINE OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9 AT PAGE 103, PASCO COUNTY, FLORIDA; THENCE WITH SAID SOUTH LINE OF BEACON SQUARE UNIT 13-A, S89°29'56"E, 266.48 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID BEACON SQUARE UNIT 13-A AND THE SOUTHWEST CORNER OF BEACON SQUARE UNIT 12; THENCE WITH THE SAID SOUTH LINE OF BEACON SQUARE UNIT 12, S89°29'56"E, 1102.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,230,377.495 SQ. FT. OR 51.2023 ACRES OF LAND.

FILED
1995 OCT 16 AM 11:38
TALLAHASSEE

LESS THE FOLLOWING DESCRIBED PARCELS 1 and 2:

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run $S89^{\circ}19'53''W$, 12.53 feet; thence $S01^{\circ}22'26''W$, 316.27 feet; thence $S89^{\circ}13'16''W$, 1306.55 feet to the point of beginning; thence $S01^{\circ}22'59''W$, 999.37 feet; thence $S89^{\circ}15'55''W$, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of $73^{\circ}11'41''$, a chord bearing $N52^{\circ}40'04''E$, 435.22 feet, an arc distance of 466.28 feet; thence $N16^{\circ}04'14''E$, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of $85^{\circ}30'00''$, a chord bearing $N58^{\circ}49'14''E$, 373.34 feet, an arc distance of 410.37 feet, thence $S78^{\circ}25'46''E$, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

A PORTION OF THE FOLLOWING TRACTS 45, 46, 47, 48, 57, 58, 59, 60 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING MORE FULL DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9 AT PAGE 70 AMONG THE LAND RECORDS OF PASCO COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE N00°14'58"E, 220.00 FEET; THENCE S89°30'53"E, 350.00 FEET; THENCE DUE SOUTH 100 FEET; THENCE S44°34'10"W, 854.46 FEET; THENCE S75°00'00"W, 450.00 FEET; THENCE DUE SOUTH 150 FEET; THENCE S45°00'00"E, 270.00 FEET; THENCE DUE EAST 250 FEET; THENCE DUE SOUTH 146.50 FEET TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WITH THE SOUTH LINE OF SAID SECTION 24, N89°32'14"W, 862.96 FEET; THENCE N89°31'20"W, 1740.00 FEET; THENCE DUE NORTH 280 FEET; THENCE DUE EAST 250 FEET; THENCE DUE NORTH 250 FEET; THENCE N80°00'00"E, 840.00 FEET; THENCE DUE NORTH 180 FEET; THENCE N60°00'00"E, 462.42 FEET TO A POINT IN THE SOUTH LINE OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9 AT PAGE 103, PASCO COUNTY, FLORIDA; THENCE WITH SAID SOUTH LINE OF BEACON SQUARE UNIT 13-A, S89°29'56"E, 266.48 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID BEACON SQUARE UNIT 13-A AND THE SOUTHWEST CORNER OF BEACON SQUARE UNIT 12; THENCE WITH THE SAID SOUTH LINE OF BEACON SQUARE UNIT 12, S89°29'56"E, 1102.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,230,377.495 SQ. FT. OR 51.2023 ACRES OF LAND.

LESS THE FOLLOWING DESCRIBED PARCELS 1 and 2:

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

FILED
1905 OCT 14 / 11
TALLAHASSEE

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run $S89^{\circ}19'53''W$, 12.53 feet; thence $S01^{\circ}22'26''W$, 316.27 feet; thence $S89^{\circ}13'16''W$, 1306.55 feet to the point of beginning; thence $S01^{\circ}22'59''W$, 999.37 feet; thence $S89^{\circ}15'55''W$, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of $73^{\circ}11'41''$, a chord bearing $N52^{\circ}40'04''E$, 435.22 feet, an arc distance of 466.28 feet; thence $N16^{\circ}04'14''E$, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of $85^{\circ}30'00''$, a chord bearing $N58^{\circ}49'14''E$, 373.34 feet, an arc distance of 410.37 feet, thence $S78^{\circ}25'46''E$, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

BYLAWS

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENCY UPON WHOM PROCESS MAY BE SERVED.

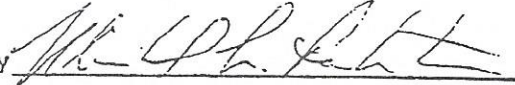
FILED
JUN 19 39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That Gulf Trace Homeowners Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of New Port Richey, County of Pasco, State of Florida has named Michael L. Robertson located at 1253 Park Street (street address and number of building, Post Office Box address not acceptable) City of Clearwater, County of Pinellas, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By 
MICHAEL L. ROBERTSON
(REGISTERED AGENT)

BYLAWS
OF
GULF TRACE HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the Laws of the State of Florida

ARTICLE I - IDENTITY

Section 1. These are the Bylaws of GULF TRACE HOMEOWNERS ASSOCIATION, INC., called Association by these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 14, 1985.

Section 2. The office of the Association shall be at 3415
Player Drive, New Port Richey, Florida 33553.

Section 3. The Association shall operate upon the calendar year beginning on the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II - DEFINITIONS

Section 1. All words, phrases, names and terms used in these Bylaws, the Declaration and the Articles of Incorporation of the Association shall have the same meaning and be used and defined the same as they are in the Declaration of Covenants, Conditions and Restrictions of GULF TRACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III - THE ASSOCIATION

Section 1. Members. The members of the Association shall be those individuals or entities as so defined in the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation, and shall be any legal entity capable of ownership of real property under the Laws of Florida.

Section 2. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held one (1) year from the date of incorporation of the Association. Thereafter the annual meetings of the

Association shall be held on the same day of the month of each succeeding year. If the day so designated falls on a legal holiday, then the meeting shall be held on the first secular day thereafter. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the directors and the directors, by majority vote, may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of members who are entitled to vote one-fourth (1/4) of all of the votes of Class A membership. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, and if no such address appears, at his last known place of address, at least fifteen (15) days for an annual meeting and five (5) days for a special meeting, prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. The notice shall specify the day, place and hour of the meeting and, if a special meeting, the purpose.

Section 6. Minutes. Minutes of all meeting shall be kept in businesslike manner and available for inspection by Lot owners and Board members at all reasonable times.

Section 7. Quorum. The presence in person or by proxy at the meeting of members entitled to cast thirty-three and one-third per cent (33 1/3%) of all votes, regardless of class of membership, shall constitute a quorum for any action required by the membership, except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions or these Bylaws.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. Except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions or Articles of Incorporation, all motions, resolutions and actions of the Association shall be passed by a majority of the votes cast in person or by proxy, without regard to classes of membership.

Section 10. Proxies. A member may appoint any other member, any owner of any Lot, the Developer, or the manager as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.

- c. Reading of the minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of officers (if election is to be held).
- g. Unfinished business.
- h. New business.

ARTICLE IV - ADMINISTRATION

Section 1.

a. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be not less than three (3) nor more than nine (9). The number of directors may be increased or decreased within the above limits by affirmative vote of a majority of the membership. All directors, except for the initial directors named in the Articles of Incorporation, shall either be members of the Association, persons owning a Lot evidenced by recorded instrument or designees of the Developer. The Directors shall be elected at the annual meeting of the owners. The initial Directors shall serve until their resignation or relinquishment of control of the Association by the Developer pursuant to Article V of the Articles of Incorporation. No director, other than the Developer or its representatives, shall serve for more than two (2) consecutive three (3) year terms. After the Developer has relinquished control, there shall be nine (9) Directors elected, three (3) for a one (1) year term, three (3) for a term of two (2) years and three (3) for a term of three (3) years, and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

b. Removal. Directors, except for the Developer's representatives, may be removed for cause by an affirmative vote of a majority of the owners. The vacancy so created shall be filled by the members of the Association. No Director, other than the initial Directors named in the Articles of Incorporation, or their duly elected replacements, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

c. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be appointed by the remaining Directors.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be exercised and done by the members or officers. The powers and duties of the Board shall include, but not be limited to, the following:

a. All powers and duties of the Association as set forth in the Articles of Incorporation of the Association, except as limited as above provided.

b. To prepare and adopt an annual operating budget,

which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common area and for contingencies.

c. To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

d. To determine who shall act as legal counsel for the Association whenever necessary.

e. To determine the depository for the funds of the Association.

f. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the Common Parcels and Access Ways, and set the salaries of said personnel.

g. Assess and collect all assessments pursuant to the Declaration.

h. Establishment of reserves or making assessments for betterments to the development property.

i. Within sixty (60) days following the end of the fiscal year or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each owner of a Lot a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves and depreciation reserves.

The report, upon written request, shall be sent to holders, insurers or guarantors of any first mortgage on a Unit-Lot and, if required, the report shall be in the form of an audited financial statement.

j. The Board shall make available for inspection, during reasonable business hours or circumstances, to Unit-Lot Owners and holders, insurers or guarantors of first mortgages current copies

of the Declaration of Covenants, Conditions and Restrictions, the Bylaws and other rules concerning the operation of the Association, and the books, records and financial statements of the Association.

Section 3.

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

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

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 2 of this paragraph. Prior to entering into a management agreement, said agreement must be approved by the officers of VA and FHA.

Section 5. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 6. Organization Meeting. The first meeting of the Board of Directors shall be held within ten days after the annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present.

Section 7. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President and Secretary, in like manner and on like notice, on the written request of at

least two directors.

Section 9. Notice of Meetings to Lot Owners. Meetings of the Board of Directors shall be open to all Lot owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Minutes. Minutes of all meetings of the Board of Directors and of the Lot owners shall be kept in businesslike manner and available for inspection by unit owners and Board members at all reasonable times.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

Section 14. Designation of Officer. The principal officers of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 15. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 16. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 17. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of the Association.

Section 18. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board

of Directors.

Section 19. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 20. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE V - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien against the Lot against which is made, which lien is in favor of the Association and shall come into effect upon recordation of the Declaration of Covenants, Conditions and Restrictions. Said lien shall secure not only unpaid, delinquent assessments, but also reasonable attorney's fees and other costs of collecting assessments and interest at the highest lawful rate. Said lien shall date back to the date of recording of the Declaration of Covenants, Conditions and Restrictions and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage lender.

ARTICLE VI - ANNUAL BUDGET

Pursuant to Article IV, Section 2, paragraph b of these By-laws, the Board of Directors shall have the power and duty of preparing and adopting an annual operating budget for the Association. Each Lot owner shall be given written notice of the time and place at which the meeting at which the budget will be considered shall be held, and such meeting shall be open to the Lot owners. If a budget is adopted by the Board of Directors which requires assessment against the Lot owners in any fiscal or calendar year exceeding one hundred fifteen per cent (115%) of such assessments for the preceding year, upon written application of ten per cent (10%) of the Lot owners, a special meeting of the Lot owners shall be held upon not less than ten (10) days' written notice to each Lot owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Lot owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than two-thirds (2/3) of each Class of members of the Association. In determining whether assessments exceed one hundred fifteen per cent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the property or in respect of anticipated expenses by the Association which were not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation assessments for betterments to the property. An example of this procedure is if a previous year's assessments for a Lot were

\$12.00 per month, then the assessment may increase to \$13.80 per month by Board of Directors action alone.

The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

ARTICLE VII - AMENDMENT OF BYLAWS

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein, at any regular or special meeting of the members of the Association by not less than seventy-five per cent of the votes of the entire membership of the Association, provided that not less than fourteen (14) days' notice of said meeting has been given to the members of the Association, which notice contained a full statement of the proposed modification, change or revocation.

The foregoing were adopted as the Bylaws of GULF TRACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on October 17, 1985.

GULF TRACE HOMEOWNERS
ASSOCIATION, INC.

By *Thorne J. Mungerson*
Secretary

RCW:MLR:cae

FILED IN
CLERK'S OFFICE
MAR 19 4 23 PM '86
227-86
NO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GULF TRACE

THIS DECLARATION, made on the date hereinafter set forth by ARTHUR RUTENBERG CORP., hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the land described in Exhibit "A," with an option to purchase that land described in Exhibit "A-1" ("Additional Lands") attached hereto, which it intends to develop under the common name of GULF TRACE, to be used for single family residences, multifamily residences with fee simple ownership and condominium residences with common areas for recreation and other needs; and

WHEREAS, Developer desires to provide for covenants, conditions and restrictions concerning the use of the property encumbered or to be encumbered by this Declaration, whether it be part of a single family development, a multifamily development with fee simple ownership, or a condominium.

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 property and improvements included on the property described in Exhibit "A" (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, their heirs, successors and assigns, of and under any deed conveying the Land, 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) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.
- (b) "Association" shall mean and refer to GULF TRACE HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.
- (c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (d) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.
- (e) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association, which shall include, but not be

This instrument prepared by: R. Carlton Ward (tc)
RICHARDS, NORDINE, GULLEY, FITE,
MEYER & THOMPSON, P. A.
1253 Park Street
Clearwater, Florida 33516

RETURN TO:

LAW OFFICES OF
RICHARDS, NORDINE
GULLEY, FITE
MEYER & THOMPSON P A
CLEARWATER, FLORIDA

O.R. 1489 PG 0088

limited to, all open space, recreation areas, drainage areas, detention and retention ponds, roads, streets, curbs, storm sewers and entrance area depicted on the plat that are not within a residential lot or dedicated.

(f) "Condominium Unit" shall mean and refer to "Unit," as defined under Section 718.103, Florida Statutes, when real property within the Land is made subject to the provisions of Chapter 718, Florida Statutes.

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

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

(i) "Developer" shall mean and refer to Arthur Rutenberg Corp., together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.

(j) "Development" shall mean GULF TRACE residential community, located in Pasco County, Florida, and on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

(k) "Dwelling" shall mean and refer to a single family residence located on a Lot.

(l) "Institutional Lender" shall mean and refer to the holder of a first mortgage encumbering a Lot, which holder in the ordinary course of business makes, purchases, guarantees or insures residential mortgage loans, whether construction or permanent, and which holder is not the Owner of the Lot and is not owned or controlled by the Owner. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

(m) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.

(n) "Lot" shall mean and refer to any area of real property designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit," for example, where the Unit is a condominium living unit.

(o) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VI.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the "Land."

(q) "Plat" shall mean and refer to any recorded or un-

recorded subdivision map or maps of all or a portion of the Land.

(r) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(s) "Single Family Attached Home" shall mean and refer to a townhouse, row house, villa, patio house or zero lot line house erected on its own Lot and attached by a party wall to another Dwelling, unless such Lot is a condominium Unit.

(t) "Single Family Detached Home" shall mean and refer to a Dwelling located on a Lot which is not a Single Family Attached Home or a Condominium Unit.

(u) "Unit" shall mean and refer to a single family dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the word "Lot."

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements at any time situate on any Lot 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 or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot 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.

Section 2.02 - Vehicular Parking. No vehicle shall be parked on any part of this property, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles (which is hereby defined to be a vehicle with commercial equipment or commercial lettering exposed in or upon the vehicle), except those present on business, and no trailers, boats, trucks, campers, vans, mobile homes, or motorcycles may be parked in the development unless parked inside garages and concealed from public view. Trucks and vans which are used primarily for personal, passenger use, rather than commercial, as defined above, are not subject to the previous sentence. Motorized recreational vehicles cannot be parked in the development for more than five (5) consecutive days, unless parked inside garages and concealed from public view.

Section 2.03 - Unit Plates and Mailboxes. A mailbox or plate showing the number of the residence shall be placed on each Lot and, at the option of the Owner, a name plate showing the name of the Owner may also be placed on the Unit. However, the size, location, design, style and type of material for each such mailbox and plate shall be first approved by the Architectural Control Committee.

Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For

REVISED
24 OCT 94
SEE AMENDMENT
O.R. 3362 P 0367

SEE LETTER DATED
JANUARY 29, 2002
FOR STANDARDS

ATTORNEYS OF
RICHARDS, NOONE,
GILKEY, FITE,
MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

"Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches by twenty-four inches. Developer may enter upon any Lot 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 2.05 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna, disc, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size and design thereof shall have been approved by the Architectural Control Committee.

Section 2.06 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

Section 2.07 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets may be kept on a single Lot 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 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 in or on the Lot-Unit.

Section 2.08 - 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 2.09 - 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 Lots, provided that each of said Lots shall have a minimum width of sixty-eight (68) feet and a minimum depth of one hundred five (105) feet. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements shown on the Plat.

Section 2.10 - Clotheslines and Solar Collectors. There shall

be no exterior clothes lines on any Lot, except for an umbrella clothesline which must be taken down and removed from site immediately after use and which may not be visible from the front property line. No clothing, bedding or other similar items shall be hung over or on any walls or fences if the same be visible from the street. Solar collectors or other energy devices based on renewable resources are permitted provided that the same are not visible from the front property line.

Section 2.11 - Trees. No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee or unless properly authorized by an appropriate governmental authority. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Land. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization.

Section 2.12 - Lot Maintenance.

(a) The Owner of each Lot shall, as a minimum: (i) keep and maintain his Lot and any Dwellings, fences and other structures thereon in good order and repair, properly maintained, duly painted and in a sightly condition, (ii) install all appropriate sod, grass, shrubbery, hedges and plantings in accordance with the terms of this Declaration, provide adequate watering or irrigation, and keep the same properly and regularly cut, pruned and trimmed and in sightly condition; and (iii) cause to be removed all trash and debris from such Lot and keep the same free therefrom.

(b) The Association shall be solely responsible for the upkeep and maintenance of all Drainage Easements, Drainage Facilities, Retention Areas and certain landscape and buffer easements as set forth in Section 3.03 below, whether located on a Lot or Common Area, including, but not limited to, any required water purification, weed and insect controls, fencing, landscaping and policing.

Section 2.13 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.14 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.15 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.16 - Street Lighting. All Lots in the Development may in the future be within a street lighting district pursuant to which lighting services to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 2.17 - Windows, Doors and Screens. All windows of a Unit shall be covered on the interior of said Unit by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper or foil. All garage doors of Units shall be closed except when opened temporarily for ingress and egress.

Section 2.18 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance, insuring his Unit for its full insurable value, which insurance shall include public liability and shall be charged to and paid by the Owner obtaining the same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

The Board of Directors of the Association shall provide public liability insurance covering the Common Area in such amount as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as may be determined by the Board of Directors as necessary from time to time.

Notwithstanding anything contained above to the contrary, the Board of Directors of the Association may, if they determine it is more feasible for the Association to purchase fire and extended coverage insurance on each building containing Units, purchase said insurance in an amount insuring the full insurable value of all Units, with the cost of said insurance being assessed to each Owner as a common assessment as provided for hereinafter.

Section 2.19 - Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the use restrictions set forth in this Article II without notice to or approval by other Lot Owners of the subdivision, provided that such amendment, modification, exception or variance shall be substantially consistent with the general, uniform plan of residential development set forth in this Article II.

Section 2.20 - Ordinances. Every owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

Section 2.21 - Single Family Detached. The following restrictions shall apply to those Lots on which will be built Single

SEE AMENDMENT
ARTICLE II, SECTION 2.21
(a) (1)-(6)
OR 1628 PB 1646-
1047

Family Detached Homes:

(a) Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee, or unless they are installed by the Developer.

(1) Perimeter. Fences not in excess of four (4) feet in height may be installed around the perimeter of a Lot if they are chain link or wood rail.

(2) Privacy. Privacy fences of cypress or other suitable, durable wood may be erected to a height of six (6) feet and must be of a shadow box design as shown on Exhibit "B" attached hereto. These must be stained or painted with a color to be approved by the Architectural Control Committee. On Lots which include or are adjacent to a pond, bayhead or other body of water, the fence may not be any further than ten (10) feet from the Rear Dwelling Line, which is a straight line connecting the rear living area of the Dwelling to the Side Lot Lines.

(3) All fences must be installed with the posts on the inside. All fencing shall be maintained in a good condition by the Lot Owner.

(4) Locations. No fence may be constructed in the following areas:

(i). Between the street facing the front of the Dwelling ("the "Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the "Front Dwelling Line"); or

(ii) Between the street facing the side of the Dwelling (the "Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line ("Side Dwelling Line"); or

(5) Terms. The terms "Front Dwelling Line," "Side Dwelling Line," "Rear Dwelling Line," "Front Street," "Side Lot Line" or "Side Street" are as used and shown on Exhibit "C" attached hereto.

(6) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor of the Developer, shall have the right to install and maintain fences around the perimeter of the Development on individual Lots, with said fences to be maintained by the Association. This Section 2.21 does not apply to completely enclosed, screened areas attached to the Dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved by the Architectural Control Committee.

(b) Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling, except that more than one Lot may be used for one Dwelling, in which event the Restrictions shall apply to such Lots as if there were a single Lot, subject to easements recorded on the plat and reserved in Article III hereof. No structure shall be erected nearer than twenty-five (25) feet from a front lot line of any lot, except where the size of the dwelling requires, in which case the front setback line may be reduced to a minimum of twenty (20) feet. No structure shall be erected nearer than seven and one-half (7 1/2) feet from a side lot line, except where said side lot line faces a street, in which case no structure shall be erected nearer than twenty (20) feet from a side street lot line. No structure shall be erected nearer than fif-

teen (15) feet from a rear lot line, provided that a swimming pool or its enclosure may be constructed to within five (5) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line. All mechanical equipment, including, but not limited to, water softeners, pumps or pool heaters shall not be visible from a street. The term "structure" shall have the same meaning given by the Pasco County Zoning Code in effect as of the date of recording the original Restrictions for Gulf Trace.

(c) Dwellings. No structure or dwelling shall have a square foot area of less than 1,150 square feet, exclusive of screened area, open porches, terraces, patios and garages. No dwelling shall exceed 25 feet in height. All dwellings shall be constructed with concrete or asphalt driveways and grassed front, side and rear lawns. Each dwelling shall have a shrubbery planting in the front, and the initial size of new trees and shrubs planted or placed at the time of construction of such dwelling shall be in accordance with the minimum property standards of the Department of Housing and Urban Development in effect as of the date of recording the original Restrictions for Gulf Trace.

(d) Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in this subdivision; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work.

(e) Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup until the preceding evening, and any and all containers for such trash, garbage or refuse shall be returned the evening of pickup to their normal location.

(f) Pumping. The owners of any lot which includes or is adjacent to a pond, bayhead or other body of water shall not draw down said body of water by pumping or draining therefrom.

(g) Garage Doors. Garage doors shall remain closed at all times, except when in operation, and no pedestrian door shall be built into the garage door. Garages shall not be converted into screened enclosures.

Section 2.22 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

ARTICLE III - EASEMENTS AND UTILITIES

Section 3.01 - Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved both to the Developer and the public in and to all utility ease-

ADD SECTION 2.23
GARAGE SALES
OR 3362 P 0367

ment and drainage easement areas (herein called "Easement Areas") shown on the plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer and Pasco County shall each have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") and who shall furnish Utilities or services to the subdivision development or other property. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, lakes or other water retention areas (herein referred to as "Retention Areas") which are shown on the plat or which may be constructed in such Easement Areas.

Section 3.02 - Maintenance of Easements. The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, 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. Except as limited by Section 2.12(b), Easement Areas of each Lot, including, but not limited to, landscape easements and plantings thereon, whether as reserved hereunder or as shown on the plat, or as may have been installed by the Developer or its predecessor Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Utility Provider is responsible, and except as otherwise provided herein. With regard to specific Easements for drainage as shown on the plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas.

Section 3.03 - Easements Maintained by Association. Notwithstanding anything contained herein to the contrary, the Association shall be solely responsible for the upkeep and maintenance of all landscape and buffer easements on either side of Gulf Trace Boulevard as shown on any Plat, or within the Gulf Trace Boulevard right-of-way, unless maintained by Pasco County. Additionally, the Association shall maintain the "Gulf Trace" sign located at the entrance of the subdivision.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Developer reserved by Section 3.01 and subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or living unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members representing two-thirds (2/3) of the votes of the Association agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 4.02 - Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article VII.

ARTICLE V - ARCHITECTURAL CONTROL

Section 5.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). Subsequent to the termination of Class B membership pursuant to Section 6.02(b) below, the Committee shall have at least one (1) member who is an owner of a Condominium or Single Family Attached Home within the Land. No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Property in the manner hereinafter provided.

Section 5.02 - Committee Authority. Committee authority is limited to the Single Family Detached Home area and those areas to be maintained by the Association as set forth in Sections 2.12(b) of Article II and 3.03 of Article III. No exterior additions or alterations, including exterior coloring, to any building, additional fences or changes in existing fences, hedges, walls, walk-

ways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development, until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04 - Procedure. As is set forth in Section 5.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 5.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design,

LAW OFFICES OF
 RICHARD NOBLE
 SILVEY P.T.E.
 MEYER S THOMPSON P A
 CLEARWATER, FLORIDA

materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 5.06 - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

Section 6.01 - Members. Every Owner of a Lot shall be a member of the Association as designated in Section 6.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

Section 6.02 - Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners, except the Developer, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) Class B. The Class B member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; provided, however, that if at any time the Developer does not annex additional Lands as provided in Article XII of this Declaration so as to maintain Class B membership in existence, then Class B membership shall not cease but shall continue until terminated in subparagraph (2) below; or

(2) on December 31, 1995.

Section 6.03 - Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by the Developer.

ARTICLE VII - ASSESSMENTS

Section 7.01 - Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area and for the upkeep and maintenance of those areas set forth in Sections 2.12(b) of Article II and 3.03 of Article III, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide

services which are not readily available from any governmental authorities; and such other needs as may arise.

Section 7.02 - Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pasco County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status, and every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 7.03 - Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of members. Notwithstanding the foregoing, a special assessment authorized under Section 8.01(c), Article VIII, and Section 2.18, Article II hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership.

Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 7.04 - Annual Assessments. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Lot Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The annual assessment provided for herein shall commence at the time of closing of the purchase of each Lot with respect to said Lot, and the first annual assessment shall be adjusted according to the number of months then remaining in that calendar year and may be required to be paid in advance at closing. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay annual assessments for the period of time that the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A members. For purposes of this cal-

ulation, replacement reserves or capital expenditures shall not be considered as common expenses.

Section 7.05 - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly or annual basis.

Section 7.06 - Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the sale of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

Section 7.07 - Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pasco County, Florida. In addition to the above remedies, the Association may deny an Owner, his family, guests, invitees, licensees and tenants use of the clubhouse and pool facilities which are part of the Common Area owned by the Association during such period of time that the Owner is delinquent in payment of assessments, and such denial shall not relieve the Owner of responsibility for continued payment of assessments during said delinquency period.

Section 7.08 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any Institutional Mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 7.09 - Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 7.10 - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the "development," then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the "development" and the same enforcement rights afforded the Association.

ARTICLE VIII - MAINTENANCE OF COMMON AREAS AND LOTS

Section 8.01. The ownership and responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Ownership. The Developer may retain the legal title to the common areas until such time as it has completed such improvements thereon as Developer may be required to so complete. At such time as, in the opinion of the Developer, the Association is able to maintain the same, but not later than December 31, 1995, the Developer shall convey title to the common areas to the Association and the Association and each member thereof agrees to accept same.

(b) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(c) Lots. Each Lot-Unit owner shall be responsible for the maintenance of his Lot-Unit, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot and Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days' written notice to the Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot.

ARTICLE IX - REMEDIES

Section 9.01 - Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE X - ANNEXATION

Section 10.01. The Developer is authorized to amend this Declaration to annex, in whole or in part, the "Additional Lands" described in Exhibit "A-1" attached hereto, with the instrument of annexation requiring execution by the Developer only and not the

LAW OFFICES OF
RICHARDS, NOCINE,
SILKEY, FITE,
MEYER & THOMPSON P.A.
CLEARWATER, FLORIDA

consent of the Association, Owners or mortgagees. Annexation may be made of portions of any phase as shown on the general plan of the Developer. There is no obligation of the Developer, its successors or assigns, to make the proposed addition or annexation. At the time of said amendment of annexation, the portion of the "Additional Lands" so annexed shall become subject to the terms of this Declaration and the covenants, conditions and restrictions contained herein. The property referred to in Exhibit "A-1" shall not be subject to the terms and conditions of this Declaration, nor shall the same constitute a cloud or encumbrance upon the title of said "Additional Lands" until an amendment of annexation to this Declaration is recorded in the Public Records of Pasco County, Florida. Notwithstanding anything else contained in this Declaration to the contrary, the terms of this paragraph may not be amended without the prior written approval of the Developer.

ARTICLE XI - MISCELLANEOUS

Section 11.01 - 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 and 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 thirty (30) 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 11.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, 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, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 11.02 shall apply to or affect the provisions of Article IV, supra.

Section 11.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Unit-Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II of this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other Unit Owners or mortgagees, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development as set forth in Article II of these Restrictions. All amendments, modifications, exceptions or variances

increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location of composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Developer under this subsection.

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit owner or mortgagee;

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

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, temporary construction trailers and temporary sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots/Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer;

Section 11.04 - 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 11.05 - Termination. These Covenants, Conditions and Restrictions, as amended and added to from time to time, and 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 for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy-five per cent (75%) of the votes of Lots has been recorded in the Public Records of Pasco 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.

Section 11.06 - Amendment. Subject to the provisions of Section 11.03 (b) hereof, the covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent sixty-seven per cent (67%) of the votes of Unit-Lots and fifty-one per cent (51%) of the holders of first mortgages on Unit-Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the property is located.

Section 11.07 - Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but

only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

Section 11.08 - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 11.06 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.

(c) In any proceeding arising because of alleged failure of an owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 11.09 - Rights of Mortgagees, Insurers and Guarantors. An Institutional Lender shall have the following rights:

(a) Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or casualty loss which affects a material portion of the development or any Unit-Lot on which there is a first mortgage held, insured or guaranteed.

(2) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of the holders, guarantors or insurers of first mortgages.

Section 11.10 - Additional Use Restrictions. In addition to this Declaration of Covenants, Conditions and Restrictions and any amendments thereto, the Developer reserves the right to file specific declarations of restrictions and easements with respect to specific portions of the Land and Plats thereof for the purpose of imposing use restrictions on such areas. Such restrictions may

vary as Plats are filed, in accordance with the Developer's plan for specific areas to be platted and the location and topography of the area. To the extent that portions of the Land are subject to such specific restrictions, such portions of the Land shall be subject to the provisions of this master Declaration, as well as the specific restrictions filed, and the Association shall have the duty and power to enforce the same. Such Lands or portions thereof may also be subject to the terms, conditions and restrictions contained in recorded declarations of condominiums for specific property located within the Land.

Section 11.11 - Special Provisions Regarding Private Roads and Drainage and Utility Easements. It is acknowledged that the roads and road rights-of-way, drainage easements and utility easements within the Land may be dedicated or conveyed to the public and maintained by appropriate governmental authorities, whereas the roads and road rights-of-way, drainage easements and utility easements within other portions of the Land may be private and which are not to be maintained by governmental authorities. If the roads or road rights-of-way or any drainage easements or utility easements within any recorded Plat or any portion of the Land are not public and maintained by governmental authorities, then the following shall apply:

(a) The Owners and residents of the Lots within such recorded Plat, and their guests and invitees, shall have an easement to use all of the road rights-of-way, drainage easements and utility easements for their intended purposes.

(b) The Association shall maintain the private roads, drainage easements and utility easements within such Plat, whether owned by the Association, and shall maintain separate books and records relating to all the costs of owning, operating and maintaining such roads, drainage or utility easements, including street lighting for such roads. All of the costs of owning, operating and maintaining of any such roads, drainage or utility easements, including street lighting, where applicable, and reserves for such maintenance shall be separately assessed equally among the Owners of Lots within the applicable recorded Plat, which assessments may be added to the assessments provided for in Article VII of this Declaration, or may be assessed by special assessments at the discretion of the Board of Directors of the Association. All funds collected by the Association relating to these roads, drainage or utility easements shall be used only for the maintenance of the roads, drainage or utility easements and any applicable street lighting within the Plat. Notwithstanding anything above to the contrary, should a separate homeowners or condominium association be formed to govern the use and operation of a portion of the Land in the Development, then that association shall be responsible for the requirements of this paragraph 11.11(b).

Section 11.12 - Additions, Alterations and Improvements to the Common Area. The Association shall have the right to make additions, alterations or improvements to the common areas and to purchase any personal property as it deems necessary or desirable from time to time, provided, however, that the approval of a majority of the votes of the members of the Association shall be required if the additions, alterations or improvements or purchase of personal property shall be substantial or material.

Section 11.11 - 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 11.12 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 11.13 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, Developer, Arthur Rutenberg Corp., has caused this instrument to be duly executed, all as of the _____ day of _____, 19__.

Signed and sealed in the presence of:

[Signature]

ARTHUR RUTENBERG CORP.

[Signature]

BY [Signature]

STATE OF FLORIDA)
COUNTY OF PASCO)

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Lee R. Thompson of ARTHUR RUTENBERG CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 12th day of March, 1986.

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES 03/31/87
LEONARD J. MEYER

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 316.27 feet; thence S89°13'16"W, 1306.55 feet to the point of beginning; thence S01°22'59"W, 999.37 feet; thence S89°15'55"W, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of 73°11'41", a chord bearing N52°40'04"E, 435.22 feet, an arc distance of 466.28 feet; thence N16°04'14"E, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing N58°49'14"E, 373.34 feet, an arc distance of 410.37 feet, thence S78°25'46"E, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

EXHIBIT A

A PORTION OF THE FOLLOWING TRACTS: TRACTS 21, 22, 23 LESS THAT PORTION LYING WITHIN 180 FEET OF THE NORTH LINE OF SECTION 30 AND TRACT 24 TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TRACTS 1, 2, 3, 5, 6, 7, 17, 18, 19 LESS THAT PORTION LYING WITHIN 180 FEET OF THE NORTH LINE OF SECTION 25 AND TRACTS 4, 8, 20 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE ABOVE BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE S89°19'53"W, 12.53 FEET; THENCE S01°22'26"W, 316.27 FEET TO A CONCRETE MONUMENT; THENCE S89°13'16"W, 1306.55 FEET TO THE POINT OF BEGINNING; THENCE S01°22'59"W, 999.37 FEET TO A POINT IN THE NORTHERN BOUNDARY OF ALOHA GARDENS UNIT ONE AS RECORDED IN PLAT BOOK 9, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE WITH THE SAID NORTHERN BOUNDARY OF ALOHA GARDENS UNIT ONE S89°15'55"W, 1276.61 FEET TO THE WEST LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST A CORNER OF ALOHA GARDENS UNIT ONE AND ALOHA GARDENS UNIT TWO AS RECORDED IN PLAT BOOK 9, PAGE 130 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE WITH THE SAID NORTHERLY BOUNDARY LINE OF ALOHA GARDENS UNIT TWO N89°19'06"W, 1324.12 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID ALOHA GARDENS UNIT TWO; THENCE N89°32'23"W, 1324.45 FEET TO A CONCRETE MONUMENT; THENCE N89°23'26"W, 2647.58 FEET TO A CONCRETE MONUMENT IN THE WEST LINE OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST, THENCE WITH THE WEST LINE OF SAID SECTION 25, N00°49'36"E, 325.00 FEET; THENCE THROUGH THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, AND IN PART THROUGH TRACT 19 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCE DUE EAST 180 FEET, N45°00'00"E, 250.00 FEET, S60°00'00"E, 320.00 FEET, DUE SOUTH 250 FEET, N73°00'00"E, 740.00 FEET, N30°00'00"E, 800 FEET, N30°00'00"W, 130.49 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A FLORIDA POWER CORPORATION SAID POINT LYING 180 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25; THENCE WITH THE SOUTH LINE OF FLORIDA POWER CORPORATION AND 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 25, S89°31'20"E, 979.05 FEET, S89°32'14"E, 570.00 FEET; THENCE THROUGH TRACTS 6, 5, 8, 3, 4, 2, 1 OF SAID SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST AND THROUGH TRACT 23 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, S60°00'00"E, 360.00 FEET, DUE SOUTH 560 FEET S60°00'00"E, 330.00 FEET, N30°00'00"E, 310.00 FEET, S75°00'00"E, 390.00 FEET, S30°00'00"E, 220.00 FEET, S75°00'00"E, 310.00 FEET, N30°00'00"E, 400 FEET, N75°00'00"E, 160.00 FEET, N30°00'00"E, 420 FEET, N60°00'00"E, 220.00 FEET, N30°00'00"E, 154.06 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF FLORIDA POWER CORPORATION AND LYING 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE WITH THE SOUTH LINE OF FLORIDA POWER CORPORATION AND 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, N89°19'53"E, 999.09 FEET; THENCE S01°22'59"W, 38.63 FEET; THENCE N89°13'16"E, 1306.53 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 19; THENCE ALONG SAID RIGHT OF WAY S01°22'26"W, 100.07 FEET; THENCE S89°13'16"W, 1306.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,894,920.002 SQ. FT. OR 112.3719 ACRES OF LAND.

A PORTION OF THE FOLLOWING TRACTS 45, 46, 47, 48, 57, 58, 59, 60 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING MORE FULL DESCRIBED AS FOLLOWS: -

COMMENCE AT THE SOUTHEAST CORNER OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9 AT PAGE 70 AMONG THE LAND RECORDS OF PASCO COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE N00°14'58"E, 220.00 FEET; THENCE S89°30'53"E, 350.00 FEET; THENCE DUE SOUTH 100 FEET; THENCE S44°34'10"W, 854.46 FEET; THENCE S75°00'00"W, 450.00 FEET; THENCE DUE SOUTH 150 FEET; THENCE S45°00'00"E, 270.00 FEET; THENCE DUE EAST 250 FEET; THENCE DUE SOUTH 146.50 FEET TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WITH THE SOUTH LINE OF SAID SECTION 24, N89°32'14"W, 862.96 FEET; THENCE N89°31'20"W, 1740.00 FEET; THENCE DUE NORTH 280 FEET; THENCE DUE EAST 250 FEET; THENCE DUE NORTH 250 FEET; THENCE N80°00'00"E, 840.00 FEET; THENCE DUE NORTH 180 FEET; THENCE N60°00'00"E, 462.42 FEET TO A POINT IN THE SOUTH LINE OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9 AT PAGE 103, PASCO COUNTY, FLORIDA; THENCE WITH SAID SOUTH LINE OF BEACON SQUARE UNIT 13-A, S89°29'56"E, 266.48 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID BEACON SQUARE UNIT 13-A AND THE SOUTHWEST CORNER OF BEACON SQUARE UNIT 12; THENCE WITH THE SAID SOUTH LINE OF BEACON SQUARE UNIT 12, S89°29'56"E, 1102.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,230,377.495 SQ. FT. OR 51.2023 ACRES OF LAND.

LESS THE FOLLOWING DESCRIBED PARCELS 1 and 2:

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

EXHIBIT A-1
PAGE 2 OF 3

O. R. 1489 PG

011
(0110)

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 316.27 feet; thence S89°13'16"W, 1306.55 feet to the point of beginning; thence S01°22'59"W, 999.37 feet; thence S89°15'55"W, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of 73°11'41", a chord bearing N52°40'04"E, 435.22 feet, an arc distance of 466.28 feet; thence N16°04'14"E, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing N58°49'14"E, 373.34 feet, an arc distance of 410.37 feet, thence S78°25'46"E, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

O. R. 1489 PG 0111

EXHIBIT A-1
PAGE 3 OF 3