

all or any part of the Adjacent Land to recover or play a ball (subject to the official rules of the Club) without such entrance or play being deemed a trespass. After a Dwelling is constructed upon a Unit, a Common Area is conveyed to the Association, a common area is conveyed to the association having jurisdiction thereof, such easement shall be limited to the Golf Course Easement Area, and for the limited purpose of retrieving and recovering a golf ball, or other object accidentally coming upon such Golf Course Easement Area. Players or their caddies shall not be entitled to enter upon any Adjacent Land or upon the Golf Course Easement Area with a golf cart or other vehicle, nor spend an unreasonable amount of time on any Adjacent Land or the Golf Course Easement Area, or in any way commit a nuisance or damage or destroy any property, plantings or foliage, while thereon.

C. Owners, Members, and members of an association owning common areas, shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course Lands or the development of an attractive overall landscaping plan for the entire Golf Course Lands, including but not limited to the Golf Course Easement Area. Such prohibited actions shall include but not be limited to, such activities as an otherwise permitted burning when the smoke would cross the Golf Course Lands and the maintenance of dogs or other pets, including but not limited to birds, under conditions interfering with play, which shall include but not be limited to making loud or excessive noise, running on the Golf Course Lands, or picking up balls. In the event golf tournaments or other special events are conducted upon the Golf Course Lands or any related improvements, no person shall make any loud or excessive noises upon any Adjacent Land or the Golf Course Easement Area, place any banners, signs or other advertisement of any nature whatsoever upon any Adjacent Land or the Golf Course Easement Area, or interfere in any way whatsoever with television, radio, press or other media coverage of such tournaments or special events.

D. The owner of the Golf Course Lands and the Club, their respective successors and assigns, each at their own expense, and their respective employees, agents, servants and contractors shall each have a right and easement, but not the obligation, to enter upon, over, through and across the Golf Course Easement Area at any reasonable hour for the purpose of maintaining or landscaping the Golf Course Lands. Such maintenance and landscaping shall include but not be limited to regular removal of underbrush, trees less than 2 inches in diameter, trash or debris, the planting of grass, trees and shrubbery; watering; application of fertilizer and mowing. The foregoing right and easement shall also apply to an entire Unit before the dwelling is constructed thereon, to the Common Areas before they are conveyed to the Association, to common areas which have not been conveyed to an association, provided such Unit, Common Areas, common areas or property constitute a part of the Adjacent Lands.

E. There is hereby reserved the right and easement of light, air and view over and across the Golf Course Easement Area.

F. In the event the architectural control committee or board of directors of any association having jurisdiction of any portion of the Annexed Lands, specifically including but not limited to any such property encumbered by the Golf Course Easement Area, fails or refuses to maintain architectural control over such portion of the Annexed Lands or the Golf Course Easement Area and the property subject thereto, or fails to enforce the provisions of any declaration affecting any portion of the Annexed Lands, as provided in such restrictions, the Developer hereby reserves the right,

but not the obligation, to exercise such architectural control or enforce the provisions of such restrictions, subject to the provisions of the enabling declaration, articles of incorporation or bylaws of such committee or board of directors and the provisions of this Article. The purpose of this architectural control and enforcement provision is to assure that the residences and other improvements in the Annexed Lands as a whole will preserve a uniformly high standard of construction, maintenance and operation that is attractive and harmonious with the overall development of the Development Lands, and to provide for the health, safety and common interests of the Owners and residents of the Annexed Lands, and to prohibit those residences or other improvements which are or may be (1) inconsistent with the provisions of this Declaration, affecting any portion of the Annexed Lands, or the aesthetic design or quality intended to be created and preserved thereby; (2) contrary to the best interests of the Golf Course Lands or the Club; or (3) detrimental to the value and desirability of the Annexed Lands or Future Development Lands as a residential community with exclusive, unique and desirable qualities. In the event of a conflicting determination regarding architectural control, the decisions of the Developer, so long as it owns any portion of the Development Lands, shall be conclusive and binding upon all parties affected thereby. Notwithstanding anything to the contrary contained herein, the Developer cannot and shall not be responsible or liable to any person for any loss or damages arising out of the approval or disapproval of any plans or designs pursuant hereto or for construction errors. Nor shall the Developer be responsible or liable to any person for loss or damages arising out of noncompliance with governmental zoning, land use or building regulations. The Developer shall have the right, in its sole and absolute discretion, to assign all or any portion of its right under this paragraph to the Association at any time, without the consent of or joinder from any Owner, any Member, the Association, any residential community association having jurisdiction over any portion of the Annexed Lands or any member thereof, any holder of a mortgage, lien or other encumbrance upon a Unit, and the Association shall have and exercise the right assigned to it concurrently with, and not in contravention of, any of the Developer's rights contained in this Declaration or the Articles and Bylaws of the Association, or in any declaration affecting any part of the Development Lands.

G. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have no obligation to construct or provide a golf course, clubhouse or any related facilities within the Development Lands. The Developer makes no warranties or representations regarding the number, type, location or alignment of any holes of golf which may be constructed, when any such construction will commence or be completed, or as to the continued availability thereof for play by any persons. Should a golf course, clubhouse or related facilities be constructed within the Development Lands, the Developer shall have no obligation to make memberships in the club which will own and/or operate any such golf course available to any person having interest of any nature whatsoever in the Development Lands or any part thereof. The Developer may transfer all or any portion of the Golf Course Lands to another person or entity in the future, without the joinder of or consent from any person or entity whatsoever. Notwithstanding any reference herein to existing or anticipated holes of golf, the construction, maintenance and operation of all or any portion of the golf course and related facilities, if any, will depend upon prevailing economic circumstances, specifically including but not limited to the number of memberships in the Club, the cost of construction, maintenance and operation of all or any part of the golf course, clubhouse and related facilities, if any, and the frequency of use of any existing holes of golf, clubhouse and related facilities. In the event all or any portion of the Golf Course

Lands, as defined herein, whether or not developed for use as a golf course, clubhouse or related facilities is not used as a golf course, the Golf Course Lands, or any such part thereof, shall be maintained as an open area, and may, pursuant to the terms of this Declaration, be conveyed to the Association as Common Areas.

ARTICLE XII  
General Provisions

SECTION 1. Enforcement. The Association, the Developer and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation, including any appeal thereof, shall be entitled to all costs thereof, including, but not limited to, reasonable attorney's fees.

SECTION 2. Severability. Invalidation of any one of these covenants, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of 35 years from the date that the Declaration is recorded in the Public Records of Pinellas County, Florida and shall be automatically renewed for successive 25 year terms at the expiration of said initial term unless terminated by a document duly recorded in the Public Records of Pinellas County, Florida, and consented to by all Owners, including the Developer if it owns any Units, and all Institutional First Mortgagees holding mortgages on Units subject this Declaration. Notwithstanding the termination of this Declaration, the Association's ownership of the Common Areas and all rights, duties and obligations of the Association, specifically including but not limited to its power to make assessments and its duties to maintain the Common Areas, shall survive such termination unless the instrument recorded in the Public Records of Pinellas County, Florida, evidencing such termination expressly provides otherwise. In the event that there are any Common Areas at the termination of this Declaration and the Association, or upon voluntary dissolution of the Association in accordance with the Articles and Bylaws, then such Common Areas shall be owned by the Owners as tenants in common in undivided shares. Each Owner's undivided share shall be determined by dividing the number of Units owned by such Owner on the date of termination by the total number of Units subject to this Declaration, as amended from time to time, on such date.

SECTION 4. Caption, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions of this Declaration.

SECTION 5. Contracts with Developer. The Association and the Developer and any affiliate or wholly owned subsidiary of the Developer are hereby authorized to enter into mutual contracts for any services the Developer or such affiliate or subsidiary are capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree.

SECTION 6. Amendments.

A. The power to modify or amend this Declaration may be exercised by the Members at a duly called special or annual meeting, provided, however, the notice of such meeting shall contain a statement that such amendment will be considered and shall set forth a detailed summary of the amendment. An amendment may be proposed either by the Board or by at least 25% of either the Class A or Class B Members. Unless otherwise provided herein, the resolution adopting a proposed amendment must be approved by an affirmative vote of not less than 75% of each Class of Members. Alternatively, the Declaration may be modified or amended without a meeting, without prior notice and without vote, if a consent in writing, setting forth the modification or amendment shall be signed by the Owners of not less than 75% of the Units subject to this Declaration, as amended from time to time, on the date such amendment is executed.

B. An amendment other than amendments made by the Developer pursuant to the provisions of this Declaration, shall be evidenced by a certificate of the Association which shall specifically set forth the entire amendment and shall include the recording data identifying the Declaration and shall be executed by the President and Secretary of the Association in the form required for the execution of a deed, which certificate shall be recorded in the Public Records of Pinellas County, Florida. Amendments by the Developer must be evidenced in writing, but a certificate of the Association shall not be required. Amendments shall be effective when properly recorded in the Public Records of Pinellas County, Florida.

C. If it appears that through scrivener's error any word has been misspelled, or any reference to any document or the Florida Statutes or any portion thereof is incorrect, or some error or omission which does not materially adversely affect the Owners has been made, the error may be corrected by an amendment to this Declaration made by the Developer alone until the Turnover Date, and by the Board thereafter, and in any event, without the need for consent or joinder by any Owner or Mortgagee.

D. Rights of Developer:

1. Notwithstanding the foregoing provisions regarding amendment of this Declaration, no amendment may be made without the prior written consent and joinder of the Developer during any period of time in which the Developer owns any portion of the Development Lands.

2. For so long as the Developer owns any portion of the Development Lands, it shall have the right and irrevocable power to amend this Declaration, in whole or in part, as it, in its sole discretion, deems necessary or desirable, including, without limitation, amendments and in order to (a) identify, locate, and describe any portion of the Development Lands for a specific use or classification; or (b) to resolve or clarify any ambiguities or conflicts herein or to correct any inadvertent misstatements, errors or omissions herein; or (c) make this Declaration or the Exhibits hereto comply with the requirements of any statutory provisions or any local, state or federal rules or regulations; or (d) gain acceptance or approval of any institutional lender or title insurer, including without limitation the Federal Home Loan Mortgage Mortgage Corporation, Federal National Mortgage Association or Veterans Administration; or (e)

accommodate an alternate plan of development of the Development Lands. Any such amendment shall be executed by the Developer, and the joinder or further consent of any other person or entity of any nature whatsoever shall not be required.

3. Any amendment to this Declaration made by the Developer shall take effect immediately upon recordation in the Public Records of Pinellas County, Florida. No such amendment shall be deemed material or adverse to any prospective purchaser of a Unit, nor to any Owner, nor shall any amendment extend or renew any right of rescission which may be granted to any prospective purchaser.

SECTION 7. Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Articles of Incorporation or By-laws of the Association, no amendment shall be made to this Declaration, or the Articles or By-laws which would adversely affect the lien rights of any Institutional First Mortgagee, any rights of the Developer, or change the voting rights of any Association Member without the written joinder and consent of such Mortgagee, Developer or Member, as appropriate.

SECTION 8. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration or to the Articles or Bylaws shall affect the Developer's rights, liabilities, and/or obligations without the express written joinder and consent of the Developer. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Developer and to all Institutional First Mortgagees requesting notice thereof.

SECTION 9. To the extent necessary to maintain the aesthetic appearance of the Annexed Lands and Future Development Lands, specifically including but not limited to those portions of such lands located along the right-of-way of Belcher Road, the Association shall have the right, but not the obligation, to maintain grassed or landscaped areas of the Future Development Lands and public rights-of-way abutting the Annexed Lands, including but no limited to mowing and fertilizing of such areas, provided, however, such right shall terminate upon the Turnover Date.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed and its seal to be affixed hereto this 10th day of August, 1990.

Signed, Sealed and Delivered  
in the presence of:

Cathy Houck  
Carol A. Summerlin

BARDMOOR/BAYOU CLUB, LTD.

By: [Signature]  
Randall E. Gentry, as its  
sole General Partner

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Cathy Houch  
Ceryl A. Summerson

BAYOU CLUB COMMUNITY  
ASSOCIATION, INC.

By: [Signature]  
Randall E. Gentry,  
as its President  
Attest: [Signature]  
Arlene M. Elmore,  
as its Secretary

(Corporate Seal)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, BARDMOOR/BAYOU CLUB, LTD., a Florida limited partnership, hereby joins in and consents to the foregoing for the limited purposes of consenting to the rights, privileges and easements over the Common Areas granted herein to the Club and the Club Members, and to accept the obligation to pay assessments to the Association as more particularly set forth in the Declaration.

Signed, Sealed and Delivered  
in the Presence of:

Cathy Houch  
Ceryl A. Summerson

BARDMOOR/BAYOU CLUB, LTD.

By: [Signature]  
Randall E. Gentry, as its  
Sole General Partner

STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 10th day of August, 1990, by RANDALL E. GENTRY, as General Partner of BARDMOOR/BAYOU CLUB, LTD., a Florida limited partnership, on behalf of the limited partnership.

[Signature]  
Notary Public  
My Commission Expires:

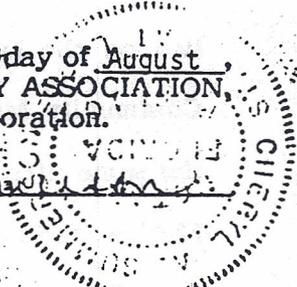
NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES: SEPT. 17, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 10th day of August, 1990, by Randall E. Gentry, as President of BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida non-profit membership corporation, on behalf of the corporation.

*Randall E. Gentry*  
Notary Public

My Commission Expires:



NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: SEPT. 17, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

CONSENT OF MORTGAGEE

FIRST FLORIDA BANK, N.A., a national banking association, having a mortgage lien on the Development Lands, hereby consents to the recording of the Bayou Club Community Master Declaration of Covenants, Conditions and Restrictions, but only as the same affects the lands as the same are platted into subdivisions in Pinellas County, Florida, and only as and when First Florida Bank, N.A. joins in the plat by executing the same.

Signed, Sealed and Delivered  
in the Presence of:

*Patty Green*  
*Patricia C. Corley*

FIRST FLORIDA BANK, N.A.

By *Mark P. Curtiss*  
MARK P. CURTISS  
As its A.V. President

(Affix Corporate Seal Here)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 2 day of August 1990, by Mark P. Curtiss, as A.V. President of FIRST FLORIDA BANK, N.A., A national banking association, on behalf of the association.

*Patty L. Green*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires August 19, 1991  
6-22-90 Notary Public - Insurance Inc.