

July 11, 2017

Pinellas County Courthouse
ATTN: RECORDING DEPT.
315 Court Street
Clearwater, Florida 33756

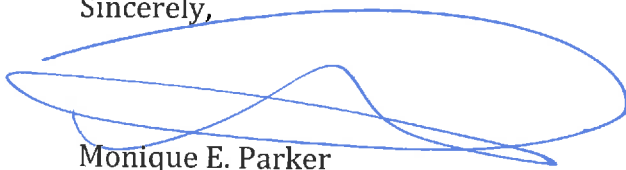
Re: Sago Point Homeowners' Association, Inc.
Matter No. 10300-002

Dear Clerk:

Enclosed for recording in the public records is an original Certificate of Amendment to the Declaration, as well as an Affidavit of Scrivener's Error with regard to the above-referenced Association. Please record the Certificate of Amendment and the Affidavit in the public records of Pinellas County, and return the original, recorded documents to this office in the self-addressed, stamped envelope provided. Also enclosed is our check in the amount of \$154.50 which represents the recording fee for the Certificate of Amendment, and a check for \$10.00 for recording the Affidavit of Scrivener's Error.

Thank you for your assistance in this matter. If you have any questions with regard to the above or the enclosed, please do not hesitate to contact me.

Sincerely,



Monique E. Parker

MEP/pb

Enclosures

cc: Sago Point Homeowners' Association, Inc.

Prepared by and Return to:
Monique E. Parker, Esquire
Rabin Parker, P.A.
28059 U.S. Hwy. 19 N., Suite 301
Clearwater, Florida 33761

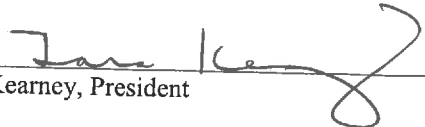
AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I, Tara Kearney, (Affiant), being duly sworn, deposes and says:

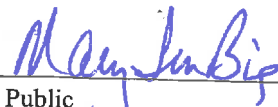
1. I am over the age of 18 and competent to make this Affidavit.
2. I have personal knowledge of the facts and matters stated herein.
3. On December 21, 2016, Jean Torell-McDonald, executed a Certificate of Amendment to the Bylaws of Sago Point Homeowners' Association, Inc., which amendment was recorded on December 28, 2015, at Official Records Book 19033, Pages 01-14, of the Public Records of Pinellas County, Florida.
4. Due to a scrivener's error, the Certificate of Amendment made reference to the Amended and Restated Bylaws of Sago Point Homeowners' Association, Inc., and, more specifically, an amendment to Article 7, Paragraph 7.2 of the Bylaws which stated that "A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the president or vice president of the Association and witnessed and notarized with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Hillsborough County, Florida."
5. Article 7, Paragraph 7.2 should have read as follows: "A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the president or vice president of the Association and witnessed and notarized with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Pinellas County, Florida."
6. The purpose of this Notice is to place in Public Record the fact that all amendments should be recorded in Pinellas County, Florida, and not Hillsborough County, Florida.
7. In all other respects, the Certificate of Amendment recorded December 28, 2015, remains unaffected and stands in good stead as to the adoption of the Amended and Restated Bylaws of the Association.

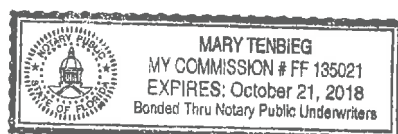
FURTHER AFFIANT SAYETH NOT.


Tara Kearney, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 6th day of July, 2017,
by Tara Kearney, as President of the Association, who is personally known to me or who provided
n/a as identification.


Notary Public
My Commission Expires:



Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker, P.A.
28059 U.S. 19 North, Suite 301
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE SAGO POINT
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

I hereby certify that at a duly called meeting of the members of Sago Point Homeowners' Association, Inc., held on June 22, 2017, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sago Point attached hereto as Exhibit "A" was duly adopted by the membership. The Declaration of Covenants, Conditions and Restrictions was originally recorded in Official Records Book 8796, Pages 2213, public records of Pinellas County, Florida, and as subsequently amended.

IN WITNESS WHEREOF, the Sago Point Homeowners' Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 6th day of July, 2017.

Mary TenBie
(Signature of Witness #1)
Mary TenBie
(Printed Name of Witness #1)
Jennifer Boucher
(Signature of Witness #2)
Jennifer Boucher
(Printed Name of Witness #2)

SAGO POINT HOMEOWNERS'
ASSOCIATION, INC.

By: Tara Kearney
(Signature)
Tara Kearney, President
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 6th day of July, 2017, by Tara Kearney as president of Sago Point Homeowners' Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced n/a as identification.

Mary TenBie
Notary Public/State of Florida
My commission expires:



EXHIBIT "A"

ADOPTED AMENDED AND RESTATED SAGO POINT (TRACT 5, PHASE 1) DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This instrument amends, consolidates and restates in its entirety the Declaration of Covenants, Conditions, and Restrictions of Sago Point.

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions of Sago Point was recorded in Pinellas County, Florida Official Records Book ("ORB") 8796 at page 2213, and thereafter successively amended, in Official Records Book 8796 at page 2213, et seq.; and

WHEREAS, it is desirable to consolidate, amend, and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with Sago Point;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Covenants, Conditions and Restrictions of Sago Point (as so amended, consolidated and restated, called the "Declaration") is hereby adopted as of the date that a Certificate of Amendment is recorded in the public records.

SUBMISSION STATEMENT: BARDMOOR/BAYOU CLUB, LTD., a Florida limited partnership ("Declarant"), the original owner in fee simple of all of that certain real property more particularly described as Bayou Club Estates Tract 5, Phase 1, as per the plat thereof recorded in Plat Book 111, Pages 57 through 59, Public Records of Pinellas County, Florida (the "Property"), submitted the Property, and all parts thereof, to be held, sold, and conveyed subject to the restrictions set forth in the Bayou Club Community Master Declaration of Covenants, Conditions, and Restrictions recorded In Official Records Book 7352, Pages 1201 through 1248, Public Records of Pinellas County, Florida, as amended from time to time, (the "Master Declaration") and to the covenants, restrictions, conditions, and easements set forth below, which shall be deemed to be covenants running with the land, imposed on and intended to benefit and burden each Lot within the Property, and shall be binding upon all persons having any right, title, or interest in the Property, or any part thereof, their grantees, heirs, successors, and assigns, in order to maintain within the Property a residential area of high standards, attractiveness, and desirability.

ARTICLE I

1.1 "Association" shall mean and refer to the Sago Point Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.2 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.3 "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

1.4 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.5 "Common expenses" shall mean all expenses properly incurred by the Association in the performance of its duties, including, but without limitation, the following:

A. All common expenses identified in Chapter 720 of the Florida Statutes (the "Homeowners Association Act") the Association's governing documents;

B. Expenses of administration and management of the Association;

C. The expenses of maintenance, repair and replacement of the common areas, portions of the lots maintained by the Association, and any other property or improvements in which the Association owns or holds an interest;

D. Costs and expenses of capital improvements, betterments, or additions to the common areas;

F. The expenses that are reasonably related to the general benefit of the Owners;

G. The costs of carrying out the powers and duties of the Association, and any other valid charge against the Property as a whole, whether or not included in the foregoing, designated as common expense by the Homeowners Association Act, or the Association's governing documents.

1.6 "Declarant" shall refer to the Declarant referenced above.

1.7 "Declaration" shall mean and refer to this Amended and Restated Sago Point (Tract 5 Phase 1) Declaration of Covenants, Conditions and Restrictions, as modified and amended from time to time.

1.8 "Dwelling" shall mean and refer to each and every dwelling unit constructed on any Lot.

1.9 "Governing Documents" shall mean the Master Declaration, this Declaration, the Articles of Incorporation, the Bylaws, and the adopted rules, regulations, resolutions and procedures of the Association. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated.

1.10 "Lot" shall mean and refer to any plot of land or any part thereof upon which parcel a dwelling unit can be constructed or which would sustain a dwelling unit shown on any recorded

plat or subdivision map of the Property or any part thereof, with the exception of areas deeded to a governmental authority or utility.

1.11 "Member" shall mean and refer to each member of the Association as more fully defined in the Articles of Incorporation.

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

1.13 "Plat" shall refer to the plat of the Property, as defined below.

1.14 "Property" shall mean the land shown on plat of Bayou Club Estates Tract 5, Phase 1 recorded in Plat Book 111, Pages 57 through 59, Public Records of Pinellas County, Florida.

ARTICLE II THE ASSOCIATION

2.1. Powers and Duties. The Association shall have the powers and duties set forth herein and In the Articles and Bylaws, including the right to enforce the provisions of this Declaration, and the right to collect assessments for the purposes set forth herein, and such additional rights as may reasonably be implied therefrom and as provided by law.

2.2 Membership. Each Owner shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot and is transferred only and automatically by conveyance of title to a Lot.

2.3 Voting Rights. There shall be one vote for each Lot. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled to one vote, to be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Voting shall be as set forth in the Bylaws.

2.4 Board of Directors. The affairs of the Association shall be carried out and managed by the Board as set forth in the Articles and the Bylaws.

2.5 Services. The Association may obtain and pay for the services of any person or entity which it deems advisable to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, the Articles, and the Bylaws, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts, The Association may obtain and pay for such legal and accounting services necessary or desirable in connection with its operation or the enforcement of this Declaration and in connection with performing all its duties and obligations hereunder, and pursuant to the Bylaws, Articles and laws of the State of Florida. The Association may arrange with others to furnish common services to each Lot, and the cost thereof may be included in the assessments for maintenance described herein.

2.6 Easement. There is hereby granted a perpetual, non-exclusive easement over, under, across, and upon the Property for the use and benefit of the Association, its successors and assigns, and their respective officers, employees, contractors, and agents, for the purpose of performing any and all operation, maintenance, management, repair, replacement, installation or construction to be performed by the Association pursuant to this Declaration, the Articles, and the Bylaws. No entrance upon any portion of the Property pursuant to this section shall be deemed to be a trespass.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Payment of Assessment. Each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(b) Any special assessments for capital improvements, emergencies or non-recurring expenses: such assessments shall be in equal amounts against the Owners of each Lot.

(c) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(d) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(e) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

3.2 Creation of the Lien and Personal Obligation of Assessments. The Association, through the Board of Directors, subject to the provisions of the Bylaws, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the Association.

(a) A Lot Owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments that come due during the period of ownership. Additionally, a Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, without prejudice to the rights the new Owner may have to recover from the amounts paid from the previous Owner. Notwithstanding the foregoing, in the event the Association takes title to Lot through the process of foreclosure, or acceptance of a deed in lieu of foreclosure, the Association shall not be jointly and severally liable with any prior Owner for assessments that came due during any period of ownership prior to the date the Association took title.

(b) Assessments and installments thereon not paid when due (as determined by the Board of Directors) shall bear interest at the highest rate allowed by law from the date due until paid. The Board of Directors shall also have the right and power to levy late fees, in addition to interest, in an amount determined by the Board of Directors from time to time, up to the highest amount allowed by law, on any unpaid assessments. All payments on account shall be first applied to interest, then to late fees and attorney fees, then to costs, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

(c) The Association shall have a lien on each Lot for any unpaid assessments until paid. Such lien shall also secure all interest, late fees, the costs of recording the claim of lien, and other costs of collection incurred, such as title search expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees and costs associated with pre-litigation collection efforts and on appeal.

(d) Any lien imposed by the Association shall have the priorities established by the Florida Statutes and the Homeowner's Association Act as amended from time to time and shall continue in effect until all sums secured by the lien are fully paid. Such claims of lien shall secure all monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full.

(e) The Board of Directors may take such action as it deems necessary to collect assessments by personal action against the Owner, or by enforcing and foreclosing the lien, and may settle and compromise the same if in the best interests of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner set forth in the Homeowner's Association Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. Suits to recover a money judgment against an Owner for unpaid assessments may be maintained without waiving the lien securing the same.

(f) A lot owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title, without prejudice to the rights the new owner may have to recover from the amounts paid from the previous owner. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Lot. A first mortgagee or its successor or assignees who acquire title to a Lot by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments that became due prior to the mortgagee's acquisition in the manner determined and set forth in the Homeowner's Association Act, as amended from time to time. A mortgagee acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the assessments coming due against such Lot during the period of ownership.

(g) Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lot owners.

(h) If any assessment or installment shall remain unpaid for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right (but not the obligation) to accelerate the due date of the entire unpaid balance of the Lot's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorneys' fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

3.3 Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(a) Annual assessments against the Owners of all the Lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association or its agent shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

ARTICLE IV MAINTENANCE; DAMAGE; INSURANCE

4.1 Maintenance of Mail Boxes, Lawns, Trees, Plantings and Landscaping. Trees, shrubs, landscaping and plantings and the sprinkler irrigation systems on each Lot shall be maintained, but not replaced, at the expense of the Association. The grass and shrubs shall be

mowed, trimmed, fertilized, and treated for fungus and insects on a periodic basis as determined by the Association. The Association shall maintain any and all wells owned by the Association, and pumps for said wells, wherever located and shall be responsible for any utilities associated therewith. In the event that the need for these items to be additionally maintained out of the ordinary schedule by the Association is caused by the willful or negligent act of an Owner, his tenants, family, guests, agents, or invitees, or by acts of God, the cost of such maintenance or repair shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in this Declaration. The Owner of each Lot shall, except as otherwise provided herein, be responsible for all improvements within that Owner's Lot. All other maintenance to the Dwelling, Lot, or the improvements thereon, except as specifically listed above, shall be the sole responsibility of the Owner at the Owner's sole expense.

4.2 Care and Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound, neat, and attractive manner, including walls, roofs, gutters, downspouts, glass and screened areas, by and at the sole expense of the Owner. Additionally all improvements on a Lot which are to be maintained by the Owner, including mailboxes, must also be maintained in a neat and attractive manner. Upon the Owner's failure to do so, the Board may, at its option, after giving the Owner thirty (30) days' written notice sent to Owner's last known address, make repairs and/or improve the appearance of the Dwelling or the lot with funds of the Association, and with the approval of a majority of the Board. The Owner shall reimburse the Association for any work above required immediately upon written demand, and to secure such reimbursement, the Association shall have a lien upon the Lot provided in this Declaration.

4.3 Utilities, Equipment and Fixtures. All fixtures and equipment serving only one Lot, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot served by such equipment and fixtures. In the event any such equipment and fixtures installed within the Property serve more than one Lot, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Lots served by same. Notwithstanding the foregoing, In the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the person causing the damage shall be liable for all expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be paid by the Owner deemed responsible by the Board, and if it cannot reasonably be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost payable by an Owner pursuant to this Section which is paid on behalf of such Owner by another Owner or by the Association shall be repaid upon demand, and shall be secured by a lien upon such Owner's Lot as provided in this Declaration.

4.4 Damage, Reconstruction, Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, the Owner thereof shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration and the Master Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner shall repair and/or replace such improvement in a manner consistent with the surrounding areas. Each Owner shall at all times maintain, for each Dwelling owned, adequate casualty insurance to provide for complete reconstruction of the Dwelling and improvements on such Lot after casualty. Upon request, each Owner shall provide the Association with evidence of the insurance required hereunder, and each renewal of same.

4.5 If after reasonable notice the owner of a Lot fails to maintain the Lot or Dwelling as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Lot, with reasonable notice to repair, replace, or maintain any improvement which has not been maintained as required by the terms of this Declaration, or to repair or remove any condition that constitutes a health or safety hazard to other residents. Any expenses incurred by the Association in performing work as authorized by this Declaration shall be charged to and a personal obligation of the Lot owner, and shall also constitute a lien on the Lot collectible in the same manner as assessments, together with reasonable attorney's fees and other expenses of collection, if any.

ARTICLE V USE RESTRICTIONS

5.1 All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored, and placed in an area not visible from outside the dwelling. Owners shall be responsible for depositing their garbage and trash in dumpsters located in a designated trash area.

5.2 No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected, or maintained without the prior approval of the Board of Directors.

5.3 No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised, or maintained on any Lot; PROVIDED, HOWEVER, that no more than two (2) dogs, along with a reasonable number of cats and other domestic household pets may be kept in the dwelling. The Board of Directors shall have authority to adopt additional restrictions relating to the breed, size and number of pets permitted in the community. All pets must be inoculated as required by law.

(a) All pets shall be kept on a leash when not within a fully enclosed and visibly fenced area on a Lot. Owners or other residents shall be responsible for immediately picking up and properly disposing of all pet waste. Failure to pick up and properly and promptly dispose of pet waste shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance pursuant to paragraph (b) hereunder.

(b) Any pet(s) causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the Board. The Board's decision that any pet(s) create a nuisance, or that create an unreasonable disturbance or annoyance or noise, shall be conclusive, provided the owner is given notice of the intended Board action and an opportunity for a hearing prior to Board action.

(c) Any Lot Owner or other resident who keeps any pet shall be deemed to have indemnified and agreed to hold the Association free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet.

5.4 All vehicles parked on the Property must be operable, with a current registration.

(a) No vehicles may be parked in any manner that obstructs sidewalks or roadways, or impedes pedestrian or vehicular access.

(b) No commercial vehicle, motorcycle, boat, mobile home, camper, trailer, or recreational vehicle of any kind shall be parked on the Property overnight (from dusk to dawn). Included within the definition of "commercial vehicles" are all vehicles (including passenger vehicles) with exterior commercial lettering; pickup trucks with a carrying capacity in excess of three-quarters (3/4) ton; vans designed for commercial purposes, which determination is based upon factors including the size of the van, the absence of passenger windows on the sides of the vehicle, and the absence of rear seats for passengers with space for carrying cargo present in place of such seats; and trucks, including pickup trucks of any size, which evidence visible uses or modifications for commercial purposes. This includes trucks where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container). This also includes trucks where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Also prohibited are any passenger vehicles, including sport utility vehicles, which have been modified from the condition which existed when sold by the manufacturer, including modifications which have increased the height of such vehicles, added off-road or enlarged tires, or other apparatus unrelated to conventional passenger use of the vehicle.

(c) The Board of Directors may adopt additional rules and regulations regarding parking consistent with these restrictions.

(d) Any vehicle parked on the Property in violation of these restrictions or the rule and regulations adopted by the Board of Directors from time to time may be towed at the owner's expense.

5.5 No signs shall be placed, erected or displayed on any Lot.

5.6 No trade or business shall be conducted, nor any commercial use made of any Lot.

5.7 All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse, or garbage allowed to accumulate, or any fire hazard allowed to exist.

5.8 No docks or any other structure shall be permitted to be erected or maintained on or within any ponds, lakes, or other bodies of water within the Property.

5.9 No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof. No immoral, improper, or offensive conduct shall be permitted on the Property. Any disturbance on the Property requiring police intervention shall be deemed a nuisance and a violation of this provision.

5.10 No offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

5.11 Transfers and Leasing. In order to insure a community of congenial residents and thus protect the value of the Lots, the transfer and leasing of Lots by any Owner shall be subject to the following provisions:

(a) No Lot shall be used for any purpose other than single family residential use. Single family shall mean one or more persons who are all related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit.

(b) No Owner may dispose of a Lot or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any Lot to any person other than the Owner's spouse, the Owner shall give written notice to the Board of Directors of the anticipated closing date, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The Owner may also be required to pay a reasonable application fee in connection with the proposed transfer. The Lot Owner must provide to the buyer a copy of the Governing Documents and any other disclosures required by the Florida Statutes.

(c) No Lot may be occupied by any person other than a "bona fide owner" during the first twelve (12) months of ownership following the transfer of a Lot. For the purpose of this restriction, a "bona-fide owner" is defined as an individual that owns at least one-third (1/3) of the total interest in the Lot as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited.

1. If an owner violates this restriction, any period of time during which the Lot is leased in violation of this restriction will be added to the one-year time period which starts when title to the Lot is acquired.

2. If a Lot is currently leased at the time of any sale or transfer, which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the Lot is leased following the acquisition of title by the new owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a Lot is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

(d) All leases must be for a minimum term of twelve (12) months, and no more than six percent (6%) of the total number of Lots within the community may be leased at any given time. The Board has the right to adopt rules and regulations to establish a waiting list for Owners who wish to lease, and to otherwise regulate the leasing of Lots under the leasing cap established herein. In calculating the percentages set forth in this paragraph, Lots owned by the Association, of which the Association is a subordinate lien holder, shall be excluded from the total number of Lots available for lease. Likewise, Lots where leases have expired and/or have not been approved for renewal by the Association, shall not be considered in calculating the percentages set forth herein, despite the fact that the Lot Owners and/or the Association have not, as of said time, been successful in removing the unauthorized tenants from the Lot, and Lot Owners may be subject to fines and penalties, including eviction of unauthorized occupants.

(e) All leases and occupancy of a Lot shall be subject to prior approval of the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a Lot Owner shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board of Directors from time to time, not to exceed any limitation imposed by the Florida Statutes. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

(f) As a condition of approval of a lease, the owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the Association and shall contain a provision appointing the Association as agent for the owner, to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a Lot, that all assessments in regard to the Lot be current.

(g) Reasons for potential disapproval of a transfer or lease include, without limitation:

1 A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.

2 A history evidencing actions which indicate a disregard for, or indifference concerning, rules, and regulations associated with community living.

3 Providing untimely, false, or incomplete information in connection with the application.

4 Delinquent monetary obligations owed to the Association.

(h) It shall be the duty of the Association to notify the Lot Owner of approval or disapproval of a proposed transfer or lease within twenty (20) days after receipt of the application on the prescribed form with all required information. If a proposed transfer or lease is disapproved by the Association, the Lot Owner shall be advised in writing and the transfer or lease shall not be made. The Association has neither the duty to purchase or lease such Lot, nor to provide an alternate purchaser or lessee, nor assumes any responsibility for the denial of a transfer or lease.

(i) No lease renewals, subleasing, assignment of a lease, or any change in occupancy, is permitted without further application and approval from the Board of Directors.

(j) Pursuant to Florida Statutes, as amended from time to time, if any dwelling is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay rent directly to the Association.

(k) Other Transfers. If any Lot Owner shall acquire title by gift, devise, inheritance, judicial sale, or any other transfer not stated herein, the occupancy of the Lot shall be subject to the approval of the Association in the same manner as a lease as set forth above.

(l) Prohibition on Sexual Predators and Offenders. Neither "sexual predators," nor "sexual offenders," as those terms are defined by the Florida Statutes, shall be permitted to occupy any Lot, at any time, whether they are an Owner, tenant or guest, for any period of time, regardless of whether an Owner or approved lessee is also occupying such Lot. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the Property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an Owner, resident, tenant, guest or other persons on the premises for not

conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

(m) **Unauthorized Transactions.** Any sale, mortgage, lease or occupancy of a Lot, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the Property, in which event the Lot Owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 The minimum (fully enclosed floor areas above the elevation of the finished grade of a Dwelling, exclusive of roofed or unroofed porches, terraces, garages, or outbuildings) shall be 1,700 square feet of living area. The floor space within a garage, breezeway, porch or an unfinished storage or utility room shall not be included within the living area for purposes of determining compliance with this provision. No dwelling or improvements and costs shall exceed 2-1/2 stories above parking or 30' in height and all Dwellings must include at least a minimum of a two car garage.

6.2 The minimum setbacks for all improvements constructed on any of the Property shall have setbacks as set forth below:

Side Yard Setbacks	7.5 feet
Front Yard Setbacks	25.0 feet
Rear Yard Setbacks on Lake	20.0 feet
Rear Yard Setbacks on Golf Course and Interior Lots	10.0 feet

The minimum setback set forth on any plat of any portion of the Property may be modified on an individual lot by lot basis by the ACC, as that term is defined below, when it appears that such a modification may be granted without detrimental effect to the adjacent lots or property as a whole.

6.3 Architectural Control. The design, appearance, and construction of all improvements on the Lots shall be subject to the prior written approval of the Architectural Control Committee ("ACC") in accordance with the Design Criteria promulgated by the ACC from time to time. Except for improvements in place as of the effective date of this Declaration, no building, structure, wall, fence or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the community unless approved by the ACC and/or the Board.

(a) No building, structure, fence, wall, deck, patio or other improvement (including landscaping) shall be erected, painted, constructed, placed or altered on any Lot, nor shall any addition, awning, canopy, or shutter be attached to or placed upon outside walls or roofs of

buildings or other improvements, until the Owner of the Lot shall submit to the ACC, complete plans and specifications for such building, structure, and/or improvement and a detailed site plan showing its proposed location, and the Plan and Specifications and detailed site plan have been approved in writing by the ACC.

(b) Notwithstanding any other provisions in the governing documents, the Board of Directors may either appoint the Committee members; or the Board itself may elect to serve as the ACC, in which case the Board shall exercise all of the powers and duties of the ACC as set forth herein.

(c) The approval of any proposed plans and specifications may be withheld by the ACC not only because of noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to common areas, easement facilities, topography and finished grade elevation, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, structure or improvements located or to be located upon the Subdivision, including the heights, kinds and appearances of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location, and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and a detailed site plan as finally approved may be retained by the Association for their permanent records.

(d) It is the intention of this provision to vest in the Association the power to regulate the appearance of dwellings and improvements located upon each Lot, for the purposes herein set forth. Upon completion of any structure or improvement in accordance with approved plans and specifications and detailed site plan, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the dwelling, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

(e) All of the foregoing approvals shall not be unreasonably withheld so long as such original plans, specifications and detailed site plan of such change, alterations, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

(f) The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the approver. Such written instrument shall be returned to the applicant accompanied by one set of the submitted documents within forty-five (45) days after submission of all required information and documentation. Failure of the

Architectural and Landscaping Review Committee to act within forty-five (45) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved provided that the design of the proposed building is in harmony with the existing structures in the Subdivision and the Owner maintains proof that a complete set of plans and specifications were delivered to the Architectural and Landscaping Review Committee.

(g) The ACC may develop guidelines as a summary of the basic standards required for the necessary approvals; however, even the adherence to these standards does not obligate the ACC to grant approval. Therefore, all applicants, homebuilders, subcontractors, etc., are urged not to make final pricing decisions prior to obtaining final approval. The ACC will not be responsible for any changes in prices resulting from required modifications.

(h) The ACC cannot and shall not be held responsible, for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall the ACC be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations.

ARTICLE VII MISCELLANEOUS

7.1 Amendments to this Declaration may be proposed by the Board of Directors or by twenty-five (25%) percent of the Association Membership, provided that any amendment proposed by the Association Membership is subject to editing as to form and legality by legal counsel for the Association. The specific wording of any proposed amendments must be sent to all owners, along with a notice of the membership meeting where the proposed amendments will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting in person.

(a) Amendments must be approved by at least two-thirds (2/3) of those owners who participate in the voting, in person or by proxy, at a membership meeting, provided that a majority of all owners must participate in the voting in order for the vote to be valid.

(b) Execution and Recording. As to any amendments which are approved, a Certificate of Amendment will be executed by the Association with the formalities of a deed, and will be recorded in the public records along with the approved amendments. An amendment becomes effective when the applicable Certificate of Amendment is properly recorded in the public records of the County.

(c) Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of Declaration. See existing provision for present text.” Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7.2 Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Areas, or any combination thereof, by a vote of the Board of Directors. Rules and regulations shall be consistent with the rights and duties established by this Declaration, and the Articles and Bylaws of the Association.

7.3 Enforcement. If any person, entity or their respective heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Association or any Owner of a Lot to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, or against the Lot owned by the person to enforce any lien created hereunder, and if such person is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, that person shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees (including those on appeal and in any bankruptcy proceeding and those fees of any paralegals, legal assistants, or paraprofessionals) incurred by the party enforcing the Declaration. Additionally, the Association is hereby empowered to fix and levy any fine or suspension it deems advisable for any violation of this Declaration. Fines shall accrue at the maximum amount permitted by law, per day, for a continuing violation, and can exceed \$1,000.00 in the aggregate. Any fine of \$1,000 or greater shall be recorded as a lien against the Lot and collected in the same manner as assessments. Fines and suspensions must be imposed in accordance with the procedures set forth in the Homeowners Association Act. Failure of the Association or any other person or entity to enforce any provision of this Declaration upon violation, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such violation or as to any similar violation occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with this Declaration shall not prevent the Association or any of the Owners from enforcing the Declaration.

7.4 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

7.5 Severability. Invalidation of any term or provision of this Declaration by Judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

7.6 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term "including" shall mean "including without limitation"; and any reference to "attorney's fees" shall mean "reasonable attorney's fees and those of paralegals, legal assistants, and

paraprofessionals incurred before, during and after litigation, including appellate and bankruptcy proceedings."

7.7 Headings. The headings used herein are for indexing purposes only and shall not be used as a means of interpretation or construing the substantive provision hereof.

7.8 Approvals. Wherever herein the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval 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 provisions herein contained.

7.9 Assignments. The Association shall have the sole and exclusive right at any time, and from time to time, to transfer and assign, in whole or in part, to, and to withdraw from such person, or entity as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by the Association by any part or section of this Declaration.

7.10 Conflict. In the case of conflict, apparent, direct, indirect, or otherwise, between the terms of the Master Declaration, this Declaration, the Articles of Incorporation or the Bylaws, the priority of controlling terms shall be in the order stated.

END OF ADOPTED AMENDED AND RESTATED DECLARATION