

B. Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or Bylaws of the Association, any costs incurred by the Association relative to maintenance, repair, replacement or operation of the water and sewer systems serving all or any portion of the Annexed Lands, shall be assessed against the Owners as follows, notwithstanding the provisions of Paragraphs A1 and A2 of this section:

1. Such costs incurred by the Association relative to the maintenance, repair, replacement or operation of water and sewer systems serving only a specific residential community shall be assessed against the Owners of the Units on an equal prorata basis.

2. Such costs incurred by the Association relative to the maintenance, repair, replacement or operation of water and sewer systems serving all of the Annexed Lands or more than one residential community for which sufficient reserve funds are not available, shall be the subject of a special assessment against all Owners as more particularly set forth in this Article.

C. Any and all costs incurred by the Association to read water and sewer meters within any part of the Annexed Lands, shall be assessed against the Owners and their respective Units as more particularly described in Paragraphs A1 and A2 of this section. Notwithstanding anything to the contrary contained in this section, in the event the Association reads the water and sewer meters within any part of the Annexed Lands, the cost of the metered usage, any minimum meter charges, and any other cost directly attributable to a particular water and sewer meter or the property served thereby, other than the cost of reading the water and sewer meters and costs more particularly described in Paragraph B of this section, shall be assessed by the Association against the property served by each such meter and the owner thereof.

D. Installation of water and sewer meters serving a particular property, specifically including but not limited to Residential Units within the Annexed Lands, shall be the obligation of the Owner thereof. The Association shall not be liable for any costs or expenses incurred directly or indirectly by any person whomsoever due to any leakage, maintenance, repair, replacement or operation of water or sewer systems located between the meter and any improvement served thereby, and the responsibility therefor, as well as the responsibility of maintenance, repair, replacement and operation of the water and sewer meters, shall be upon the Owner of the property served thereby.

E. In the event of major damage to any part of the water and sewer system the responsibility for maintenance, repair, replacement or operation of which is upon the Association, which major damage is caused by the negligence of or willful act or failure to act by any Owner or any person claiming or being within the Annexed Lands by, through or under any Owner, such Owner shall pay to the Association all costs of repair or replacement incurred by it relative to such major damage, and such costs shall be a special assessment against the Unit of such Owner.

F. Notwithstanding anything to the contrary contained herein, in the event the Association reads the individual water and sewer meters located within all or any part of the Annexed Lands as more particularly described in Paragraph E of this section, or in the event the Association is paying for any water or sewer service not separately metered as more particularly described in Paragraph A of this Section, the

Developer shall not be obligated to pay for any of the costs described therein which are payable by the Owners, except minimum meter charges and the metered cost of any water or sewer service actually used by any Unit owned by the Developer. The provision of this Paragraph F shall apply whether the costs described in Paragraphs A and C are assessed individually against the Owners or are included in any regular or special assessment.

SECTION 6. Special Assessments for Capital Improvements, etc. In addition to the assessments authorized above, the Association, through its Board, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association's annual meeting as set forth in the By-laws until the next, ensuing annual meeting one calendar year subsequent thereto, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, major repair or replacement of a capital improvement located or to be constructed within the Common Areas, including any fixtures and/or personal property relating thereto, or for any other purpose which promotes the ends of this Declaration, provided that any such assessment shall have the assent of 51% of the votes of both classes of Members combined, voting in person or by proxy at a special meeting duly called for this purpose.

SECTION 7. Other Special Assessments.

A. In the event the Association provides specific services to an individual Owner or to a group of Owners within a single residential community within the Annexed Lands, either pursuant to the terms of this Declaration or according to the requirements of the declaration affecting the Units or other improvements or property to which the services are provided, or upon the written request of such Owners or their respective residential community associations, the Association shall levy a special assessment against the Units of such Owners. The amount of such assessment against each such Unit shall be determined by dividing the actual cost to the Association for providing such service by the total number of Units benefiting thereby. The Association may bill the individual Owners directly for the services provided, or, at its sole and absolute discretion, it may require the Owners' respective residential community associations, upon written request, to collect the amount of the special assessment as a part of that association's regular assessments and remit said special assessment to the Association. The Association may require, in its sole discretion, that the costs be paid in advance based upon a reasonable written estimate thereof, and in such event, any excess funds held by the Association after performance of the services shall be returned in the same manner and in the same prorata share as collected, and any shortfall shall be collected as provided in the immediately preceding sentence. Nothing contained herein shall be construed to require the Association to provide any services not specifically required by the provisions of this Declaration or a declaration affecting any portion of the Annexed Lands.

B. In the event of any maintenance, repair or replacement to the Common Areas caused by negligence or misuse by an Owner, his family, agents, contractors, employees, servants, guests, invitees or lessees, the Association, through its Board, shall have the right to levy a special assessment against such Owner and his Unit for the cost of such maintenance, repair or replacement charged against such Owner pursuant to this Declaration. In addition, any cost or reasonable attorneys' fee incurred by the Association in connection with any action of any nature whatsoever against an

Owner, his family, agents, contractors, employees, servants, guests, invitees or lessees shall be assessed against such Owner and his Unit as a special assessment.

SECTION 8. Right of Assessment. Pursuant to the obligation of the Association to maintain the Common Areas, as provided for herein, and in regard thereto, the Board shall:

A. Have the right and power to contract with a maintenance and/or management company to carry out its obligations in regard to maintenance and/or management as set forth herein;

B. Have the right and power to assess each Member a "prorata share" as set forth herein, of the Operating Expenses of the Association.

C. Have the right and power to delegate to the residential community associations created to manage, maintain and operate the residential communities which are subject to the terms and conditions of this Declaration, the Association's obligation to collect the assessments provided for herein. In the event the Association elects to delegate its obligation to collect assessments to any one or more residential community associations, the assessments made pursuant hereto shall be collected by such association from its members as a part of their regular assessments for common or operating expenses. The assessments payable to the Association shall be delivered by said residential community association to the Association on or before the due dates as set forth herein. Failure by any member of a residential community association to pay all or any portion of the assessments attributable to that member shall not excuse the residential community association from its obligation hereunder to make the payments due under this Paragraph. In the event such assessments are not received by the Association by the 10th day of each month, the Association shall be entitled to relief which shall include, but not be limited to, an action to recover money damages, injunctive relief, any other relief provided for in this Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction. In addition, in the event such assessments are not delivered to the Association as required herein, such assessments and any and all attorneys' fees and costs incurred by the Association in enforcing this provision shall be a special assessment against the Units whose assessments have not been received.

SECTION 9. Uniformity. Both regular and special assessments must be fixed at a uniform rate for all Units, except as otherwise specifically provided herein.

A. Regular Assessment. The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association, as reflected upon the Association's books, in accordance with the services to be provided as set forth herein.

1. Payment: Each Owner shall be assessed and shall pay on a monthly basis a prorata share of the total amount of the assessment necessary to provide the services as set forth herein in addition to a prorata assessment for taxes assessed against the Common Areas, the schedule for payment of which shall be set forth in the annual budget as provided herein.

2. Formula: Subject to the provisions of Paragraph A of Section 16 of this Article, in order to determine the prorata share of the regular assessment payable by each Owner, the estimated Operating Expenses, as set forth in the annual budget, shall be divided by the total number of Units subject to this Declaration 60 days prior to the commencement of the assessment year (as hereinafter defined). The result thereof shall constitute the individual Owner's liability for the regular assessment, subject to readjustment, as provided for hereinafter.

For example:

Estimated Operating Expenses Divided by -	Units = subject to Declaration	each Owner's prorata share or regular assessment
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B. Special Assessments for Capital Improvements: The basis for determining a special assessment shall be the actual cost of each item of construction, reconstruction, repaving, major repair or replacement of any capital improvement located or to be constructed upon the Common Areas, including any fixtures and/or personal property relating thereto, undertaken for the benefit of the Association as reflected upon the Association's books in accordance with this Article.

1. Payment: Each Owner shall be assessed and shall pay a prorata share of the total amount of the special assessment necessary for capital improvements, the schedule for payment of which shall be set forth in the resolution authorizing such special assessment.

2. Formula: In order to determine the prorata share of each Owner, the estimated cost of the item of construction, reconstruction, repaving, major repair or replacement shall be divided by the total number of Units subject to this Declaration, as amended from time to time, 30 days prior to the effective date of the special assessment as more particularly set forth in the notice thereof. The result thereof shall constitute the individual Owner's liability for the special assessment, subject to readjustment as provided for hereinafter.

C. Other Special Assessments: Except as specifically provided herein to the contrary, the basis for determining a special assessment for services provided to a specific Owner by the Association as more particularly set forth in Section 7 shall be the actual cost of each item of construction, reconstruction, repair, replacement or other service incurred by the Association.

1. Payment: Each Owner to whom such services are provided shall be assessed and shall pay a prorata share of the costs therefore, as reflected upon the books of the Association.

2. Formula: In order to determine the prorata share of each Owner for the services provided, the actual cost of the services provided shall be divided by the total number of Units to which such services are provided.

SECTION 10. Developer's Obligation for Assessments. It is expressly understood that for the period commencing upon the date the first Unit is conveyed by the Developer and ending on December 31, 1990, the Developer shall have no obligation to pay any assessments whatsoever against Units which it owns, however, during that period, the Developer shall be obligated to pay the difference between the total of the assessments payable by Owners other than the Developer and the sums payable by the Club to the Association pursuant to this Article, and the actual Operating Expenses incurred by the Association during said period. Commencing on January 1, 1991, the Developer shall, at its sole and exclusive option, (1) pay to the Association, on a monthly basis, any and all amounts assessed to the Developer as the Owner of any Unit subject to the terms hereof in accordance with the formula set forth hereinabove for determination of each individual Owner's prorata share of regular assessments; or (2) pay to the Association, on a monthly basis, the difference between the actual Operating Expenses for the immediately preceding month and the sum of the regular assessments collectable from all Owners other than the Developer and the sums payable by the Club to the Association pursuant to this Article; or (3) not be obligated in any manner whatsoever for the payment of any regular assessment or charge, water or sewer assessment, special assessments for capital improvements or other special assessments. Notwithstanding anything to the contrary contained herein, the Developer shall not be subject to a special assessment as the Owner of any Unit for any item of construction, reconstruction, repaving, major repair or replacement of any capital improvements without first having approved such special assessment in writing, nor shall the Developer be obligated at any time to fund any reserve account, whether or not the Developer is obligated to pay to the Association the difference between assessments receivable from other Owners and the actual operating expenses of the Association pursuant to this Section, or to contribute to any reserve account any portion of any assessment, regular or special, which the Developer is obligated to pay. Nothing contained herein shall be interpreted or construed to in any way restrict or limit the right of the Developer to guarantee to a particular purchaser or group of purchasers of Units that the regular assessment for a stated fiscal year or any part thereof shall not exceed a stated amount, which amount may be more or less than the regular assessment payable by other Owners, provided the Developer obligates itself to pay the difference between such guaranteed assessment and the actual regular assessment payable by the Owner benefiting from the guarantee, unless, however the Developer has elected, pursuant to this Section, to pay the Association, on a monthly basis, the difference between the actual Operating Expenses and the regular assessments collectible from Owners other than the Developer, in which case the Developer shall not be obligated to pay the Association the difference between any guaranteed assessment and the regular assessments which would be payable by the Owner benefiting from the guarantee. Notwithstanding anything to the contrary contained in this Declaration, this Article shall not be amended at any time without the express prior written consent and joinder by the Developer to such amendment.

SECTION 11. Obligation of Club for Assessments. Commencing upon the opening of any portion of the Golf Course Lands for use by the Club Members, the Club shall pay to the Association, in exchange for the rights, privileges and easements over the Common Areas granted herein to the Club and its Members, the sum of \$5,000.00 per year for the first 5 fiscal years of the Association, and commencing with the 6th fiscal year of the Association, the sum of \$10,000.00 per year, all in equal monthly installments due and payable of the first day of each month.

Commencing with the seventh year, and each year thereafter, the Club's payment shall be adjusted in accordance with the changes in the Consumer Price Index - U.S. City Average (1967=100). The index number indicated in the column for U.S. City Average entitled "All Items" for the tenth month of the then current fiscal year of the Association shall be the "Current Index Number", and the corresponding index number for the tenth month of the previous fiscal year of the Association shall be the "Base Index Number." The new Club payment shall be arrived at by multiplication of the then current Club payment by a fraction, the numerator of which shall be the Current Index Number and the denominator of which shall be the Base Index Number. The new Club monthly payment shall be payable commencing with the first month of the next fiscal year of the Association. In consideration therefor, neither the Club nor the Club Members shall have any further obligation or responsibility to the Association or its Members for assessments, improvements, repairs, replacements, or any other costs or charges of any nature whatsoever except as otherwise expressly provided herein or agreed to in a written agreement duly executed by the Club and the Association. The provisions of this Section shall not be amended without the prior written consent and joinder of the Club and the Developer.

SECTION 12. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas; and

B. Assess, as part of the regular assessment, against each and every Member, a "prorata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon, or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such prorata share to be secured from default by the personal obligation of each and every individual Unit Owner, and a lien against each and every Unit subject to the terms and conditions of this Declaration, as amended from time to time. Such prorata share shall be assessed as set forth in this Article to each individual Owner.

SECTION 13. Date of Commencement of Regular Assessments; Due Dates. The regular assessments shall commence as to all Units subject to this Declaration, as amended from time to time, on the first day of the first month following the conveyance of the first Unit by the Developer. As additional Units become subject to this Declaration, the regular assessments attributable thereto shall commence on the first day of the first month following the recording of the amendment submitting the Units to the terms and conditions of this Declaration in the Public Records of Pinellas County, Florida. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specified Unit have been paid.

SECTION 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to liens for ad valorem taxes and the lien of any Institutional First Mortgage encumbering a Unit, intended to finance the purchase of a Unit or its refinance, or to secure a loan where the primary security for

the same is the single Unit involved. Should any Institutional First Mortgagee foreclose its mortgage against a Unit or obtain title to said Unit secured by such first mortgage by conveyance in lieu of foreclosure, said mortgagee shall not be liable for any assessments made by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to the date of acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid prior assessments shall be deemed collectable from all Unit Owners, including the acquirer from the first mortgagee, its successors or assigns. Thereafter, any such mortgagee or its successors, grantees or assigns shall pay the prorata share of the assessments against the Unit as provided for herein. The sale or transfer of any Unit pursuant or subsequent to a foreclosure proceeding or conveyance in lieu thereof shall not extinguish the personal obligation for payment of assessments of the Owner who was the Owner of record prior to said foreclosure proceeding or conveyance in lieu thereof.

SECTION 15. Effect of Nonpayment of Assessments; Remedies of the Association. Regular and water and sewer assessments shall be due and payable in advance upon the first day of each month of each year, or as otherwise designated by the Board, whether or not a bill for such has been sent to each Owner. Any assessment not paid within 30 days after the due date thereof shall bear interest from the due date through the date paid at the highest rate allowed by law. The Association may, at its election, have and exercise any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association in the event an Owner fails to pay any assessment when due:

A. To charge interest on such assessment from the date it becomes due through the date paid at the highest rate allowed by law, as well as levy a late charge of \$20.00 to defray additional collection costs, other than attorneys' fees and court costs, incurred by the Association.

B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.

C. To advance on behalf of any Owner, in default, the funds required to accomplish the needs of the Association, up to and including the full amount for which such Owner is liable to the Association. The amount or amounts of monies so advanced, together with interest at the highest allowable rate from the date advanced through the date paid by the Owner, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees shall thereupon be a special assessment collectable from the defaulting Owner by the Association and such advance by the Association shall not waive the default.

D. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

E. To file an action to collect said assessments, plus interest at the highest rate allowed by law from the due date through the date paid, plus court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure of the Association.

F. To shut off water service to the Unit owned by defaulting Owner.

G. No Owner may waive or otherwise escape liability for any assessments provided for herein by non-use of the Common Areas for any reason whatsoever, or by abandonment of his Unit.

SECTION 16. Assessments to Equal Budget.

A. Except as specifically provided to the contrary in this Section, the Association shall assess its Members a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board, and any maintenance or management company may from time to time be employed by the Association to prepare such annual budget.

B. Provided, however, the initial regular assessment for each Member and the budgets for the first 5 fiscal years of the Association, and automatically for each succeeding fiscal year of the Association unless otherwise determined by the Board, shall be set forth by the Board as an estimate of the actual cost for the operation and maintenance of all proposed Common Areas and improvements to be constructed thereon, and all other expenses to be incurred by the Association in accordance with the provisions of this Article, and, notwithstanding the provisions of Paragraph A(2), Section 9, of this Article, the individual assessment against such Unit shall be calculated by dividing the estimated operating budget for each such year by the total proposed number of Units to be constructed within the Development Lands.

C. The sum to be set forth by the Developer for the first ten fiscal years as an estimate of the actual cost for the operation and maintenance of the Common Areas and improvements constructed thereon shall be subject to readjustment as set forth herein.

D. In the event the assessments are insufficient to meet the obligations of the Association or are assessed in a greater amount than is needed to meet the Association's obligations, then the Board or its authorized representative shall readjust the total amount stated to be due from each Member. The Members shall receive written notice of said increase or decrease in the assessments not less than thirty days before the increase or decrease becomes effective.

E. In the event that at the end of each budget year, the Board or its authorized representative has expended less than the total amount received from the Members, the Board shall continue to hold such sums for the use and benefit of the Association and such excess shall be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

SECTION 17. Exempt Property.

A. The Golf Course Lands are not subject to the charges and liens noted herein.

B. The Board shall have the right to exempt any portion of the Annexed Lands from the assessments, charges and liens created herein if such property is used, and for so long as it is used, exclusively for any of the following purposes:

1. Any easement or other interest in such property dedicated to and accepted by a local public authority and devoted to public use;

2. All Common Areas, as defined herein, or other property owned by the Association; or

4. All properties exempted from ad valorem taxation by the laws of the State of Florida.

B. Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE VIII Condemnation

SECTION 1. Representation by Association. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for the acquisition of the Common Areas or any part thereof, and shall be deemed to have a power coupled with an interest. The Board may act in its sole discretion with respect to any awards being made in connection with the taking or acquisition and shall be entitled to voluntary sale to the condemnor in lieu of engaging in a condemnation action. All Owners hereby irrevocably appoint the Association as their agent to represent them in such matter, provided, however, that this appointment shall not prevent the Developer or any Owner from intervening in or appearing as an interested party in any condemnation proceedings.

SECTION 2. Awards or Proceeds of Settlement. In the event of the taking or acquisition of all or a part of the Common Areas by a condemning authority, the condemnation awards or proceeds of settlement shall be payable to the Association, for the use and benefit of the Owners and their mortgagees, as their interests may appear, subject to direction by any Court having jurisdiction over the condemnation.

#### ARTICLE IX Reconstruction or Repair After Casualty

SECTION 1. Insurance Proceeds. In the event loss or damage occurs to improvements or any portion of the Common Areas, payment under any and all insurance policies shall be made to the Board, as Escrow Agent, and the proceeds shall be expended or disbursed as follows:

A. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Areas, and provided all institutional mortgagees holding mortgages encumbering the Common Areas, if any, agree in writing, the improvements shall be completely repaired and restored.

B. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Areas, a meeting of the Board shall be held to determine whether a uniform special assessment shall be levied against each Unit and the Owners thereof to obtain the necessary funds to repair and restore all of the improvements within the Common Areas.

1. If a majority of the Board votes in favor of a special assessment, the Association shall immediately levy and collect such assessment. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be included as a part of such special assessment.

2. In the event a majority of the Board is opposed to the special assessment, the insurance proceeds shall be used to repair and reconstruct as many and such of the improvements on the Common Areas as the Board, in its sole and absolute discretion, shall determine, provided, however, that in any event (1) all Units and the Owners thereof shall be subject to a uniform special assessment in the amount necessary to meet any depreciation or deductible under an insurance policy against which a claim is made, and (2) the insurance proceeds shall be used first to reconstruct and repair any and all damage to roads constructed within the Common Areas, notwithstanding the existence of any reserve account for maintenance, repair, reconstruction or replacement of such roads.

C. If there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair of the improvements located within the Common Areas, such balance shall not be disbursed to the Members but shall be retained by the Association and credited against the next annual operating budget.

D. Nothing contained herein shall be interpreted or construed to prevent creation of and contributions to reserve accounts for repair and replacement of any or all improvements located within the Common Areas, nor to prohibit the use of the funds in such accounts for repair or replacement in the event insurance proceeds are insufficient to cover the cost thereof.

E. Under all circumstances, the Board shall have the sole authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for loss or damage to the improvements located within the Common Areas, subject only to the approval of any mortgagee of the premises damaged.

SECTION 2. Repair or Reconstruction.

A. Immediately after a determination is made to reconstruct or repair damage to improvements located within the Common Areas, the Board shall obtain detailed estimates of the cost of the reconstruction or repair from one or more reliable licensed contractors.

B. In the event the Association shall enter into reconstruction agreement with a contractor, who shall be required to post a performance bond, the Board, as Escrow Agent, shall disburse the insurance proceeds and other funds collected pursuant to this Article in accordance with the construction agreement.

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, subject to appropriate governmental approvals and permitting requirements, or if not, then according to plans and specifications approved by a majority of the Members, which approval by the Members shall not be unreasonably withheld.

ARTICLE X  
Annexation

SECTION 1. Developer's Right to Annex. Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or the Bylaws of the Association relating to amendments hereto, the Developer hereby expressly reserves the right to submit to the provisions of this Declaration, as amended from time to time, or to convey to the Association as Common Areas, all or any part of the Development Lands described in Exhibit "A" attached hereto, and any interest in the same, at any time prior to January 1, 2025, without consent or joinder by any Owner, the Association, any residential community association or the holder of any mortgage, lien or other encumbrance upon any Unit already subject to the terms hereof. The Developer shall also have the right, but not the obligation, to submit to the provisions of this Declaration as provided hereinabove, any real property or interest in real property owned or controlled by the Developer, which property does not have to be contiguous, and which the Developer may currently own or control or hereafter acquire or control, for the purpose of including same in the Development Lands. In furtherance thereof, the Developer hereby expressly reserves the right to amend Exhibit "A" attached hereto without the joinder or consent of any person to include such property in the Development Lands. Nothing contained in this Declaration shall be construed as obligating the Developer to submit any portion or all of the Development Lands to the Provisions of this Declaration or to convey additional Common Areas to the Association.

SECTION 2. Method of Annexation. In the event the Development Lands, in whole or in part, (excluding only Bayou Club Estates Replat Phase I, as more particularly described hereinabove, which shall be subject to this Declaration immediately upon recording this Declaration in the Public Records of Pinellas County, Florida) are submitted to the terms and conditions of this Declaration, such submission shall be evidenced by a supplement to this Declaration recorded in the Public Records of Pinellas County, Florida. In the event all or a part of the Development Lands are conveyed to the Association, such conveyance shall be evidenced by a quit claim deed from the Developer recorded in the Public Records of Pinellas County, Florida.

SECTION 3. Declaration Encumbers Only Annexed Lands. With the exception of Bayou Club Estates Replat Phase I, which becomes subject hereto upon recording of this Declaration in the Public Records of Pinellas County, Florida, the Development Lands described in Exhibit "A" attached hereto shall become subject to the terms of this Declaration and the Articles of Incorporation and the Bylaws of the Association only upon the filing of the above-described supplement or quit claim deed in the Public Records of Pinellas County, Florida, and this Declaration shall not constitute a cloud or encumbrance upon the title to the Development Lands until the date such amendments or deeds are recorded in the Public Records of Pinellas County, Florida.

SECTION 4. Jurisdiction of Association. Effective immediately upon recording of any such supplement or quit claim deed in the Public Records of Pinellas County, Florida, the jurisdiction of the Association shall be extended to include the property described therein, and all provisions of this Declaration, as duly amended from time to time, shall constitute covenants running with the land described therein, and shall be binding upon all persons having any right, title or interest therein or any part thereof, and their grantees, heirs, successors, and assigns.

**ARTICLE XI**  
**Special Restrictions Affecting**  
**Property Adjacent to the Golf Course**

**SECTION 1. Relationship to Golf Course.** No part of the Golf Course Lands, if any, and related structures which may be constructed within the Development Lands, shall become Common Areas nor shall the Association or its Members have any ownership or easement rights therein except such rights as they may have by virtue of their membership in the Club (said Club being separate and apart from and independent of the Association and operated under its own rules and regulations), unless and until the provisions of Article X of this Declaration have been complied with. The Association shall have no obligation to provide maintenance, security or other services for any portion of the Golf Course Lands except as specifically provided to the contrary herein. Nothing contained herein shall be interpreted or construed to give the Club or Club Member or any other person or entity of any nature whatsoever any actual or implied right, title, equity, privilege, or easement by prescription, implication or estoppel, nor to create any constructive trust in favor of or for the benefit of the Club or Club Member or any other person or entity, in law or in equity, in or to the Golf Course Lands or related structures, including but not limited to the right to enter upon or use the Golf Course Lands or related structures, except under such conditions as may be established by the Club from time to time in its sole and absolute discretion, unless such right, title, equity, privilege, easement or trust is specifically set forth in written instrument properly executed, witnessed and acknowledged and recorded in the Public Records of Pinellas County, Florida.

**SECTION 2. Golf course easements.** The following perpetual, non-exclusive rights and easements, which shall be appurtenant to and run with the Golf Course Lands are for the use and benefit of the owners of the Golf Course Lands and the Club, the Club Members, and their respective servants, employees, agents, guests, invitees, contractors, successor and assigns. The "Golf Course Easement Area" shall be defined as the 25 feet closest to the Golf Course Lands of each Unit, Common Area, common area within the Annexed Lands which is owned in fee simple by an association, located within the Annexed Lands or any other property within the Annexed Lands which is adjacent to the Golf Course Lands (hereinafter referred to as the "Adjacent Land"), provided, however, that in the event any residential multi-family building or individual dwelling constructed within all set-back lines upon a Unit within a planned unit development or subdivision, or any recreational facility or building constructed upon condominium property or upon property owned in fee simple by an association is located less than 25 feet from the Golf Course Lands, the width of the Golf Course Easement Area on any such property shall be reduced to a distance equal to the shortest distance from the Golf Course Lands to the portion of any such building closest to the Golf Course Lands.

A. To promote an "open space" atmosphere for the benefit of the Golf Course Lands, no solid line of fence, wall or shrubbery will be permitted within or upon the Golf Course Easement Area which would prohibit access from the Golf Course Lands to the Golf Course Easement Area.

B. Until such time as 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, the Adjacent Land shall be subject to a right and easement permitting and authorizing registered golf course players and their caddies to enter upon