

This instrument prepared by  
and to be returned to:  
Denis A. Cohrs, Esquire  
The Cohrs Law Group, P.A.  
2841 Executive Drive, Suite 120  
Clearwater, Florida 33762  
(727) 540-0001

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**ECO VILLAGE DUNEDIN**

THIS DECLARATION, made on the date hereinafter set forth by BRIGHT COMMUNITY TRUST, INC., formerly known as PINELLAS COMMUNITY HOUSING FOUNDATION, INC., a Florida not-for-profit corporation, as Trustee of the Pinellas County Community Housing Program Land Trust – Lorraine Leland, hereinafter referred to as "Declarant", whose mailing address is: 2605 Enterprise road east, suite 230, Clearwater, FL 33759.

**W I T N E S S E T H:**

WHEREAS, Declarant is a land trust formed pursuant to Section 689.071 (Florida Statutes) for the benefit of the Housing Finance Authority of Pinellas County, Florida; and

WHEREAS, Declarant is organized exclusively for charitable purposes, including the development and preservation of decent, affordable housing and the creation of homeownership opportunities for low and moderate income households who otherwise would be denied such opportunities because of limited financial resources; and

WHEREAS, Declarant is owner of certain real property in Pinellas County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to see a townhouse project known as "ECO VILLAGE DUNEDIN" be developed on its land, as described in Exhibit "A" .

WHEREAS, Developer, has hereafter defined, has expressed an interest in developing townhome ownership housing, under a leasehold agreement, and without conveyance of the land parcels identified as lots on a new plat that will be recorded, which Lessee proposes to call Eco Village Dunedin ("Project"), on a 2.96 acre parcel of vacant Land Trust-owned land on Lorraine Leland Street between Douglas Avenue and Martin Luther King, Jr. Avenue in Dunedin, which was the former site of the Highlander Village Public Housing Facility.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and affordable housing restrictions in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each lease holder of such property;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency (HOA under FS 720) to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering

and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Developer has or will incorporate under the laws of the State of Florida, as a not-for-profit corporation, ECO VILLAGE DUNEDIN HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above.;

WHEREAS, Declarant and Developer intend to enter into a Ground Lease subject to the terms and conditions set forth in this Declaration and the Ground Lease. Developer will subsequently be released lot by lot from the Ground Lease, as dwellings are sold and new individual leases are created.

NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached Exhibit "A" shall be held, leased and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I - DEFINITIONS

Section 1. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated by the Board of Directors of the Association from time to time to perform the duties of the Committee as set forth herein, and their successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the ECO VILLAGE DUNEDIN HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as Exhibit "B" and made a part hereof, including any and all amendments or modifications thereof.

Section 3. "Association" shall mean and refer to ECO VILLAGE DUNEDIN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns. Dwelling Owners will automatically become members at the time of Dwelling purchase.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Building" shall mean any building containing one or more Dwellings located within the Property.

Section 6. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "C" and made a part hereof, including any and all amendments or modifications thereof.

Section 7. "Central Irrigation System" shall mean the system for the distribution of irrigation water to each of the Lots in the Eco Village Dunedin and shall include, without limitation, pump stations and facilities, irrigation pumps and transmission pipes and lines, electric panels and pedestals, wells, pumping equipment and controls installed by the Declarant, and including, but not limited to the Easements and Reserved Rights in the Declarant as dedicated to the Association as set forth in Section 2 hereafter and the Lake or Lakes as defined herein. The foregoing components, together with all timers, valves, and other accessory equipment and components comprising the Central Irrigation System for the Community, as the same may be modified from time to time are referred to herein as the "Central Irrigation System".

Section 8. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association, for the common use and enjoyment of the Dwelling Lease holders. The Common Areas are to be let or owned by the Association at the time of lease or sublease of the first improved lot to a third party as long as they are identified as parcels or lots on the Plat, and according to the Declarant's Land Trust's governing rules.

Section 9. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, the Central Irrigation System, if any.

Section 10 "Community" shall mean the Eco Village Dunedin Townhomes community comprising all of the Properties.

Section 11. "County" shall mean Pinellas County, Florida.

Section 12. "Declarant" shall mean and refer to Bright Community Trust, Inc., a Florida not-for-profit corporation, as Trustee of the Pinellas County Community Housing Program Land Trust-Lorraine Leland, its successors and assigns. It also refers to Bright Community Trust as the owner of the properties.

Section 13. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ECO VILLAGE DUNEDIN and any amendments or modifications thereof hereafter made from time to time.

Section 14. "Dwelling " shall mean and refer to each and every townhome residential unit constructed on any lot that is leased by the purchaser of the townhome.

Section 15. "Dwelling Owner" shall mean and refer to each and every person or entity who purchased a townhome/Dwelling constructed by the Developer, and who simultaneously agreed to enter into a Lot lease with the Declarant. Lots are owned by a Land Trust and cannot be transferred or deeded by the Declarant to any Dwelling Owner while these Covenants, Conditions and Regulations are in effect, or have not been amended with the consent of the Declarant.

Section 16. "Developer" shall mean and refer to ECO VILLAGE DUNEDIN LLC, a Florida limited liability company corporation, its successors and assigns. It is the developer and the builder of dwellings at ECO VILLAGE DUNEDIN. The developer does not own the properties.

Section 17. "FHA" shall mean and refer to the Federal Housing Administration.

Section 18. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Declarant, Developers and Association of its holdings. First Mortgagee shall also be referred to as the Permitted Mortgagee.

Section 19. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 20. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 21. "Ground Lease" shall mean that certain Ground Lease between the Declarant as Lessor and the Developer as Lessee, as evidenced by that certain Memorandum of Ground Lease to be recorded in the Public Records of Pinellas County, Florida.

Section 22. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 23 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 24. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender or Permitted Mortgagee.

Section 25. "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; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof. In the event of a conflict between terms of this Declaration and the terms and conditions of the Ground Lease as herein defined, the terms and conditions of this Declaration shall control.

Section 26. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area. Lots will remain the property of the Declarant, Bright Community Trust.

Section 27. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Association or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

Section 28. "Plat" shall mean and refer to the plat of Eco Village Dunedin recorded or to be recorded in the Public Records of Pinellas County, Florida, and such additions to the Plat by the platting of additional phases from time to time. This definition shall be deemed to automatically be amended to include the plat of each phase; as such phase is added to this Declaration.

Section 29. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A", and made subject to this Declaration.

Section 30. "Surface Water Management System Facilities" ("SWMS") shall mean to include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

Section 31. "VA" shall mean and refer to the Veterans Administration.

## ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Dwelling Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, which may be located within the Properties and declared or conveyed to the Association including such Common Areas that are the responsibility of the Association or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. The Association shall be obligated to maintain the entranceways to the Properties, if any, including, but not limited to, the sidewalks, where the Dwelling Owners fail to do so, irrigation within the Common Areas, the Central Irrigation System, lighting, landscaping, signage, gates, curbing, roadways, berms, and streets within the Properties; to maintain and repair the interior and exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to oversee and provide for the continued, phased, removal of nuisance, exotic plant species that become reestablished within the Common Areas for the life of the Community; to provide for potable water service to each of the units by a master meter and submeters for each separate building within the Community and to provide a reasonable manner of distributing the cost of such water services among the units; to pay for the costs of street lighting for Common Areas if required, streets within the Properties, or other areas designated by

the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. The Association will be responsible for the maintenance, repair and replacement of all common property which is owned by, or dedicated to by the Declarant, or controlled by the Association including but not limited to the SWMS, Conservation tracts and conservation easements and such other facilities and improvements that are owned by, dedicated to or controlled by the Association.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article XII, Section 12 of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of the County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas.

### ARTICLE III – EASEMENTS

Section 1. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area, Lots, or any of the Properties for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties and do not interfere with the Dwellings thereon. The Association may join in granting easements on parcels of common property that it may have received at the time of platting.

Section 2. Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

Section 3. Easement for Maintenance of Boundary Walls. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or the Lots or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of boundary wall maintenance, if any, under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. There are reserved and established reciprocal appurtenant easements between the lands adjacent to either side of a boundary wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 4. Easements Established and Reserved for Utilities, Drainage and Central Irrigation System.

(a) There is hereby established and reserved perpetual easements for the installation and maintenance of utilities, drainage areas and for the installation of a Central Irrigation System, in favor of the Declarant, the Association, the City of Dunedin, and the County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, the Association and the County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither, the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such

easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Dwelling Owners on the Lots upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures, which obstruct the drainage flow shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. Any structures or improvements placed in the easements shall be at the risk of the Owner. This Paragraph shall not apply to Declarant if such improvements by it are approved by the County.

(c) Declarant, owner of the Lots, Association and Dwelling Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(d) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services ONLY across and through the parcels that it owns amongst the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(e) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(f) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Developer or of the Dwelling Owners, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(g) If ingress and egress to any dwelling is through the Common Area, any conveyance or encumbrance of the Common Area is subject to the Declarant's or the Association's easement for ingress, egress and utilities.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside parametrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 5. Easement for Marketing and Sale Homes. In addition to the rights reserved elsewhere herein, Declarant agrees to grant an easement to the Developer or its nominees over, upon, across, and under Properties to promote or otherwise facilitate the sale of dwellings and leasing of lots designated by Declarant. Without limiting the foregoing, Developer specifically will have the right to use all paved roads and rights of way within Properties for vehicular and pedestrian ingress and egress within the Properties. Declarant has the right to use all portions of the Properties in connection with its marketing and sales activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs, lighting and displays, holding promotional parties and gatherings, and using the Properties for every other type of promotional or sales activity that may be employed in the marketing of new and used Dwelling owned by Developer, Dwelling Owner or Declarant. The easements created by this Section, and the rights reserved herein in favor of Developer shall be construed as broadly as possible and supplement the rights of Declarant set forth in herein. Every person, firm or corporation purchasing a Dwelling recognizes that, Developer its agents or designated assigns, have the right to (i) use Lots or

houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. It is the express intentions of this Section that the rights granted Developer to maintain sales offices, general business offices and model homes are limited to Developer's sales activity relating to the Properties.

**Section 6. Reciprocal Easements for Dwellings.** Dwellings are zero lot line and therefore easements are required on adjoining Lots to permit the maintenance, repair and replacement of improvements on adjoining Lots. Therefore, there shall be reciprocal appurtenant easements between each Lot or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any walls or buildings or other improvements; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof for encroachments caused by the placement, settling, and shifting of any such walls or improvements as constructed by Declarant or the Association, or reconstructed in accordance with this Declaration; and for access to maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, telephone apparatus, air conditioning units, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Declarant, and the Dwelling Owners agree that utility companies shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Declarant, owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Dwelling Owners making use of such easement(s).

Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot, where the original placement of a wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended and extend over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder shall survive damage or destruction of the Dwelling or part thereof causing the encroachment, so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the Dwelling Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction or repair of the encroaching Dwelling. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof, and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Dwelling Purchaser, tenant or the Association.

**ARTICLE IV –**  
**SURFACE WATER MANAGEMENT SYSTEM,**  
**WETLAND AND WILD LIFE HABATAT.**

**Section 1. Surface Water Management Systems ("SWMS"), Lakes and Wet Retention Ponds.** The Association shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by the Association or constructed by the Developer, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

(a) No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Properties a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide

without specific written approval from the South West Florida Water Management District ("District"). Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(b) No Dwelling Owner, Declarant or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by the County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District, the Association and the Declarant, its successors and assigns.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. ASSOCIATION OR THE CDD ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

(f) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

(g) Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of the District.

(h) If the Association shall cease to exist, the Declarant, owner of the Lots, and all Dwelling Owners, shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in the Environmental Resource Permit.

(i) No owner of property, developer or Dwelling Owner, within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District Regulation Department.

(j) The Declarant, the Developer and each Dwelling Owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with the District.

(k) Neither the Declarant, owner of record for all Lots, nor any Dwelling Owner, nor the Association shall remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Declarant, owner of the Lots, Dwelling Owners and the Association shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Sarasota Service Office, Surface Water Regulation Manager.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by the District. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all Dwelling Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. The District shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

Section 3. Provision for Budget Expense. In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

Section 4. Non-Liability for Fluctuation of Water Levels. Neither the Declarant, Developer nor the Association, nor any officer, director, employee or agent of such entities or persons shall have any liability for aesthetic conditions, damage to lateral plantings or direct or consequential damages of any nature or kind caused by the fluctuation of water levels.

Section 5. The SWMS facilities are located on land that is designated common property on the plat, are located on land that is owned by the Association, or is located on land that is subject to an easement in favor of the Association and its successors.

Section 6. Environmental Resource Permits and County Permits The permits affecting the Properties are hereby incorporated into to this Declaration and are hereby incorporated into the Declaration. The Properties are and shall hereafter be encumbered with the obligations, terms and conditions set forth in these permits.

#### **ARTICLE V - PROPERTY RIGHTS OF DWELLING OWNERS**

Section 1. Dwelling Owners' Easements of Enjoyment. Every Dwelling Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall be part of the Lot lease agreement, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by a Dwelling Owner for any period during which any regular annual assessment levied

under this Declaration against the owner of the Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area that it owns, or any part thereof as provided by its Articles; and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Dwelling Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or sub-lessees provided the foregoing actually reside at the Dwelling.

Section 3. Title to Common Area. For common area parcels not owned by the Association and still owned by Declarant the Declarant shall lease to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

#### ARTICLE VI- MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Dwelling Owner, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities, who hold an interest merely as security for the performance of an obligation. Dwelling Ownership, based on a Lot leasehold, as defined above, shall be the sole qualification for membership. When, any Dwelling is owned of record by two or more persons or other legal entity, all such persons or entities shall be members, but will elect only one representative to cast one vote. An Owner of more than one Dwelling shall be entitled to one membership for each Dwelling owned. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling, which is subject to assessment, and it shall be automatically granted by the lease.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Dwelling Owners subject to assessment; provided, however, so long as there is Class B membership the Developer shall not be a Class A member. When more than one person or entity holds an interest in any Lot lease, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes lease hereinafter designated be cast with respect to such Lot lease nor shall any split vote be permitted with respect to such Lot. *Every Dwelling Owner within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Dwelling.*

(b) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Developer's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot it leases.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (i) When 90% of the Lots are leased to Dwelling Owners; or
- (ii) When the Declarant waives in writing its right to Class B membership.

(d) Developer's Membership. So long as the Developer is not in default under the terms and conditions of this Declaration or the Ground Lease, the Declarant automatically designates and appoints the Developer as its agent to vote all Class B membership rights. The Developer shall have the right to vote as a Class B Member. In the event the Ground Lease is terminated or the Developer fails to continue to sell Dwellings within the Community, all rights of the Developer under this Article VI shall revert to the Declarant.

#### ARTICLE VII – MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Association Responsibilities. The Association shall be responsible for the following:

(a) Maintenance of Dwellings With respect to Improvements upon the Lots, the Association shall be responsible for painting, repairing and replacing, as and when it deems same reasonably necessary, of the exterior Building surfaces of each Dwelling , including but not limited to the roof, exterior walls, (exclusive of windows and doors); all portions of the Building (exclusive of interior wall surfaces and coverings) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, chasing and load bearing columns; all of such portions of the Dwelling contributing to the support of the Building; and other facilities for the furnishing of utility services that are contained in the walls of the Dwelling contributing to the support of the Building (exclusive of interior wall surfaces and coverings); fencing originally installed by Developer and any approved replacements thereof; and the grounds and landscaping upon the portions of each Dwelling which are visible from the Common Properties, excluding those portions of the grounds and landscaping within the Lot's fenced in areas; provided that the painting, repair or replacement (as the case may be) is not necessitated by fire or other casualty, as well as maintain said Common Area in accordance with all applicable Federal, State and local laws, rules, and regulations. To the extent such painting, repair or replacement is necessitated by the negligence or misconduct of the Dwelling Owner, tenants, guests, or invitees, or of other Dwelling Owners or their tenants, guests, or invitees, the cost and expense thereof shall be paid by such Dwelling Owners. The Association shall also be responsible for irrigating, maintaining and replacing, if necessary, street trees and sod on the Lots where permitted by the County, Common Area and any lake banks where the edge of a lake tract abuts a Lot to the mean normal water design elevation for any Lot abutting the edge of a lake tract, including irrigation from the back of the curb of the paved right-of-way to the Lot line, which shall be part of the irrigation system for the Lot. Said irrigation system shall extend 10' beyond the normal water elevation of any lake bank. Except as otherwise provided herein, routine maintenance and repair expenses incurred by the Association from time to time shall be assessed to all Dwellings and their respective Dwelling Owners' in the Property as a Common Assessment in accordance with Article VII hereof. The Board may delegate the responsibility of ordering and/or performing the work required by this Section to a management company. Notwithstanding anything contained herein to the contrary, the Association shall not be liable or responsible for any loss or damage occasioned to any wall, floor, ceiling, or wall covering of said areas which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Article VII, and the Dwelling Owner shall bear the cost of any such loss or damage.

(b) Common Area. The Association shall maintain, or provide for the maintenance of all of the Common Area and the improvements thereon. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

(c) Potable Water. The potable water for each of the Dwellings shall be supplied to the Dwelling by the Association. Each of the five(5) buildings shall have a separate meter and the cost of the water supplied to the Dwellings located within each such building shall be divided equally among such Dwellings and billed to each Dwelling Owner. The cost of water to each Dwelling Unit shall constitute a common assessment of a common expense and the failure to pay such cost by any Dwelling shall permit the imposition of a lien against the defaulting Dwelling Unit in the same manner as all other Common Expenses.

Section 2. Manager. The Association must obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties. The "manager" chosen by the Board must hold a valid florida CMA license under FL Statutes 720.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary, including, but not limited to, fire, windstorm, hazard and where appropriate, flood insurance on the buildings and structures and all other improvements for which the Association has responsibility. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds. The Dwelling Owner shall be obligated to procure and maintain fire, windstorm and all hazard insurance on the contents of the Dwelling and all improvements not the responsibility of the Association, and for the personal property of the Dwelling Owner and public liability insurance. The Dwelling Owner shall be obligated to file with the Association, certificates of insurance evidencing the insurance required. The Dwelling Owner by accepting a deed, lease or other conveyance thereto whether or not it shall be so expressed in such deed or conveyance is deemed to covenant and agrees to use any insurance proceeds received or available to such Dwelling Owner as a result of a casualty to the improvements on the Lot to first use such proceeds to repair, replace or reconstruct such improvement. This covenant is specifically enforceable by the Association or any other Dwelling Owner.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Suspension of Use Rights; Levy of Fines. The Association may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Dwelling Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Dwelling Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of a Dwelling Owner or Dwelling Owner's tenant to have vehicular ingress to and egress from such Dwelling Owner's leased Lot, including, but not limited to, the right to park.

Section 7. Litigation. Notwithstanding the powers granted to the Association pursuant to Florida Statute Chapter 720, the Association may not initiate an action *de novo*, or by cross claim, or third party complaint, at law or in equity against the Declarant unless the members of the Association entitled to cast votes have approved such action by a vote of 75% of all of the voting membership in the Association, at a duly called meeting of the membership of the Association. This prohibition and/or limitation shall not be construed, however, to preclude the Association from responding to a counterclaim, crossclaim or third party complaint where the Association has been brought as a party in such litigation nor shall it be interpreted to preclude an action on behalf of the Association against a member, other than the Declarant, or occupant, other than the Declarant, to enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions.

**Section 8. Dwelling Owners Responsibilities:** Each Dwelling Owner shall be responsible for the following:

(a) **Maintenance of Dwelling** With respect to Improvements upon the Properties, each Owner shall be responsible for keeping the interior and exterior of his Townhome in a clean, safe and orderly condition and in good repair to the extent the Association is not responsible for doing so hereunder. Each Owner shall be responsible for the maintenance, replacement, or repair of all interior doors, interior walls, interior and exterior windows, conduits within the walls serving the Dwelling , courtyard terraces, screens, and all other portions of their Dwelling not maintained by the Association in accordance with this Article VII. Such responsibilities shall also include the maintenance, repair or replacement of all appliances, including the air conditioning and heating unit (and all components thereof) servicing each Dwelling .

(b) **Repair and Reconstruction After Casualty.** If a Dwelling is damaged by fire or other casualty, its Owner shall promptly restore those portions not maintained, repaired or replaced by the Association to at least as good a condition as it was in before the casualty occurred. The Association shall not be responsible for those portions maintained by the Association and covered under the Dwelling owner's insurance policy.

(c) **Insurance.** Each Dwelling Owner shall be responsible to keep the contents of the Dwelling and other improvements which are not the responsibility of the Association, insured in an amount acceptable to the Dwelling Owner against loss or damage by fire, flood, wind, other hazards covered by standard extended coverage endorsements, liability and whatever other risks are customarily covered.

(d) **Failure to Perform.** If a Dwelling Owner or the Association fails to comply with the foregoing provisions of this Section 9, the Association or Declarant or may proceed in court to enjoin compliance with them.

**Section 9: Damage to Buildings:**

(a) **Exterior Appearance and Design.** Any Building containing Townhomes which have suffered damage, shall be reconstructed, rebuilt and repaired in accordance with the provisions of the Declaration.

(b) **Time Limitation.** The Dwelling Owners of any damaged building or the Association shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond reasonable control.

**Section 11 Association Responsibilities.** The Association shall be responsible for the irrigation, maintenance, repair and replacement of the entry monument, the immediately adjacent sod and landscaping as originally installed by Association, and the associated irrigation system for the entry improvements.

## **ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** The Declarant, for each class B membership, and each Dwelling Owner/ holder of a lease whether or not it shall be so expressed in such lease is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for Common Expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation

of the person who was the Owner of such property at the time when the assessment fell due, or the Dwelling Owner lease holder.

Additionally, there shall be a one-time capital contribution fee which shall be paid by each Owner at the time of closing of title for the purchase of their Lot, and such payment shall be paid to the Association to fund its operations account. The Declarant, while in control of the Association shall use the funds paid to this account by each Dwelling Owner to pay the operational cost of the Association.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties (Dwelling Owners), and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

**Section 3. Maximum Annual Assessment for Common Expenses.**

(a) **Initial Assessment.** Prior to January 1 of each year immediately following the leasing of a lot to a Dwelling Owner, the Board shall establish the Maximum Annual Common Expenses Assessment for Common Expenses per Lot.

(b) **Standard Increases.** From and after January 1 of the year immediately following, the leasing of a lot to a Dwelling Owner, the Maximum Annual Assessment for Common Expenses as stated above shall increase each year by fifteen percent (15%) above the Maximum Annual Assessment for the previous year. Notwithstanding the foregoing, the Board shall have the authority to adopt an annual assessment which is less than the Maximum Annual Assessment.

(c) **Special Increases.** From and after January 1 of the year immediately following the leasing of a lot to a Dwelling Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by subsection 3(b) above by a vote of two-thirds (2/3) of each class of Voting Members at a meeting duly called for this purpose, or as regulations of FS 720.

(d) **Duty of Board to Fix Amount.** The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty (30%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice

requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast twenty (20%) percent of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 8. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the owner of the lot shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees, on behalf of its tenant the Dwelling Owner, and then shall be entitled to reparation from the Dwelling owner, including declaring the Dwelling Owner in default of its lease, and ordered to vacate. The Declarant, who is the lot owner, will have a period of 12 months to cure the problem before the Association can proceed to file for foreclosure but the Association can place a lien according to FS 720. .

Section 9. Homestead. By acceptance of a lease thereto, the Dwelling Owner and spouse thereof, if married, of the declarant owner of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise. Neither Declarant, nor Dwelling Owner can benefit from the homestead exemption provisions of Florida law.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VIII. Mortgagees are not required to collect assessments.

Section 11. Special Assessment for Maintenance Obligations of Dwelling Owners. In the event a Dwelling Owner shall fail to perform any maintenance, repair or replacement, or fails to obtain proper permission and approval from the Committee required under the terms of this Declaration, or in the event any Owner shall install or construct an improvement, or shall change the exterior appearance of any improvement that is inconsistent with Committee approval or without first seeking and securing permission to do so from the Committee in accordance with Article XI herein, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may enter upon such Lot and have such work performed, or correct the violation, and the cost thereof, including attorneys fees incurred, with or without trial, shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VIII.

Section 12. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 13. Multi-Media Services. Developer may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television, internet service, high speed access, satellite dish providers or other services ("Multi-Media Services") for the provision of Multi-Media Services to the community and all Dwellings included therein. If such agreement is established, the fees for the Multi-Media Services payable to the multi-media service provider shall be a common expense payable by the Dwelling Owner to Association, and shall be included within the annual budget for which the assessments are levied each year. No Dwelling Owner may avoid or escape liability for any portion of the assessments by election not to utilize any one or all of the Multi-Media Services.

Section 14. Services Assessment. In addition to the Annual Maintenance Assessment, each Dwelling Owner shall be subject to a services assessment ("Services Assessment") that will include such other bulk or other service arrangements, other than Multi-Media Services, entered into by the Developer, or the Association. If such agreement is established, the fees for the bulk or service arrangements payable to the service provider shall be a common expense payable by the Dwelling Owner to Association, and shall be included within the annual budget for which the assessments are levied each year. No Dwelling Owner may avoid or escape liability for any portion of the assessments by election not to utilize any one or all of the services.

Section 15. Visual Security. Developer may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Dwelling Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 16. Community Bulletin Board. Developer may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense-payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Dwelling Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

#### **ARTICLE IX – FNMA REQUIREMENTS**

Section 1. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) any delinquency in the payment of assessments or charges owed by any Dwelling Owner subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

#### ARTICLE X - USE RESTRICTIONS AND TRANSFERS

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one attached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be used for one Dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No residence or structures, of any kind, shall be erected nearer than permitted by the setback lines shown on the Plat. Above ground swimming pools are prohibited.

Section 3. Improvements. The Improvements shall include five (5) buildings consisting of five (5) townhome units/dwellings per building with three (3) different floor plans having: Two (2) Three (3) bedroom units with approximately 1400 SF, Two (2) three (3) bedroom units with approximately 1309 SF, and One (1) two (2) bedroom unit with approximately 1080 SF. All units will have two full baths and one half bathroom (2.5). These plans may be slightly altered by the developer at the time of permitting by the City of Dunedin to meet all enforceable codes.

All units are to be constructed so as to substantially meet the highest possible certification under the US Green Building Council's (USGBC) LEED Certified Net Zero Energy Homes with Renewable Energy Technology (the "Plans and Specifications"). All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. Each Dwelling shall have a shrubbery planting in front of the Dwelling. No building or improvement shall be erected without a permit from the City of Dunedin. Any building permit submitted to the City of Dunedin by the Developer, or subsequently, by any Dwelling Owner will have to contain proof of ownership and authorization of the Declarant.

Section 4. Dwelling Owner's Responsibility for Boundary Walls. Dwelling Owners - but not the Declarant- shall not alter or modify any boundary wall installed by the Developer, including, without limitation, the color of such boundary wall. The responsibility for maintenance, repair or painting of the interior and exterior of a wall pursuant to this Article shall not be the responsibility of the Dwelling Owners, but shall be the responsibility of the Association and shall be a Common Expense. The Association shall have a right of entry upon an Owner's Lot for such purpose shall not constitute a trespass.

Section 5. Use of Accessory Structures. Other than the Dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with its operations. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as herein provided for Developer or Declarant. Nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the Community.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, or bred or kept on any Lot or Common Area, however, the Association may enact its own rules allowing Dwelling Owners to have cats, dogs and birds within the Community during normal business hours. All pets must use the pet areas designated by the Association on the Common Elements. The Association reserves the right to expand or relocate the designated pet areas. However, under no circumstances may any exotic pets, such as birds or snakes or other reptiles, or any breed of dog commonly known as a "Pit Bull" or any aggressive or considered dangerous dog be permitted within the Community. The Board of directors will determine, at its sole discretion, what constitutes a dangerous breed without any appeal possible from a

Dwelling Owner being called for a violation of this clause. A "Pit Bull" is defined as a dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics, which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. Any pet must be carried or kept on a leash when outside. No pet shall be kept tied outside of the Condominium Property, unless someone is present. An owner of a pet shall immediately pick up and remove any solid waste deposited by the pet. The owner of a pet shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Community, Lot or Common Elements. If a dog or any other animal becomes obnoxious to the other Dwelling Owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or if it not corrected the pet owner, upon written notice by the Association, will be required to permanently remove the animal from the Community. A Dwelling Owner (whether a person, an entity, a group of persons, or tenants) is only allowed One (1) pet of a maximum of 45 pounds. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by the Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot. Provided, further, that no perimeter fences, wall or hedges along property lines shall be allowed, and that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Developer or Declarant has erected a privacy fence or monument as provided in subsection 4 of Article III.

Section 9. Vehicles. The parking or storage of automobiles except in designated areas of the Properties is prohibited without express prior written permission of the Association. Vehicles are to be parked in the garage. In the event all vehicles cannot be parked in the garage, then such vehicles(s) must be parked in the driveway of the Lot. The overnight parking of vehicles of any kind in the Common Area is prohibited except in areas designated as guest parking areas by the Association; provided, however the overnight parking of any of the following vehicles is prohibited upon any areas of the Properties: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton unless parked fully within a closed garage. The provisions hereof shall not apply to Declarant or Developer, and their invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

No inoperable vehicle may be parked on the Common Area, or on the Property, including, without limitation, designated parking areas. The Board may appoint a committee of a minimum of two (2) Members to police the Common Area and the property. The committee shall make inquiries to attempt to determine the ownership of any inoperable vehicle, and present a written report to the Board. The Board, in its sole discretion, shall determine if a vehicle is inoperable in the event one of the following conditions occur: (i) the vehicle does not have a current license tag from the Florida Department of Motor Vehicles or the proper licensing authority of one of the other United States or a foreign country; or (ii) the vehicle has not been moved for a period of at least seven (7) days. In the event the Board determines a vehicle is inoperable, and it has been able to determine ownership of the vehicle, the Board shall deliver a notice to such owner giving the owner seven (7) days to register the vehicle with the proper licensing authority or to remove the vehicle from the Common Area and the Property. In the event the Board is unable to determine the ownership of the vehicle, it shall place such notice on the windshield of such vehicle. In the event the owner of the inoperable vehicle fails to correct the situation within such 7 day period, the Board may have such vehicle towed away. The cost of towing, storage, any impound fees, and all costs and expenses incurred by the Association in connection with such vehicle shall be the sole cost of the owner of the vehicle. All sums so incurred by the Association, together with interest and all costs and expenses of collection, shall be secured by a continuing lien on such Owner's Lot in favor of the Association.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard

line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Dwelling Owners when not in actual use for clothes drying purposes.

**Section 12. Antennas and Roof Structures.** No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

**Section 13. Lot and Dwelling Upkeep.** All Dwelling Owners with completed Dwellings thereon shall at a minimum, be obligated to have all trash and debris removed. No Dwelling Owner may change the original color of the exterior of his/her Dwelling without the prior written consent of the Committee. If a Dwelling Owner fails, in the Board's sole discretion, to maintain the Lot or Dwelling as required herein, the Board, after giving such Dwelling Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot or Dwelling and said Owners shall reimburse Association for actual costs incurred therewith.

**Section 14. Window Treatments.** No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Dwelling. Bright colors and colors incompatible with the outside walls are also prohibited.

**Section 15. Signs.** No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the Committee. Any such request submitted to the Committee shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twelve (12) inches in width and twelve (12) inches in height, to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

**Section 16. Trees.** No Dwelling Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (a) With the express written consent of the Association, and -if to be removed- obtain a tree removal permit from the City of Dunedin.

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(c) Notwithstanding the foregoing limitation, a Dwelling Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said leased Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) It is the express intention of this Section 17 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 17. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Dwelling Owner or any tenant or invitee or sublessee of any Dwelling Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 18. Rules and Regulations. No Dwelling Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 19. Flags and Flagpoles. Other than the Developer a Dwelling Owner may display only one removable and portable United States flag on the Owner's Dwelling, provided the flag is displayed in a respectful way and may be subject to reasonable standards for size, placement, and safety, as adopted by the Association, consistent with Title 36 U.S.C. chapter 10 and any local ordinances.

Section 20. Above Ground Tanks. The placement or maintaining on a Lot of any and all kinds of above ground fuel tanks are strictly prohibited. This prohibition shall include, but not be limited to, fuel tanks of gas, kerosene, diesel fuel, propane or similar fuels, but shall exclude small attachable tanks for gas grills. In ground tanks may be installed on a Lot provided the tank is permitted by local, state or federal regulations and is installed and maintained in accordance with such regulations. A permit for such in ground tank must be received from the Committee. The Committee may establish rules and regulations for the installation and maintenance of in ground tanks.

Section 21. Wells. The drilling, construction, installation or use of an underground water well of any kind on any Lots is strictly prohibited. This restriction shall not preclude the Developer or the Association from developing wells on the Common Area in conformance with governmental regulations.

Section 22. Affordability Requirements and Restrictions. For the duration of this Declaration, Ground Lease, and following ICE model leases, and any extensions thereof (a), twenty percent (20%) of the units of this project shall be sold to buyers (Dwelling Owners) who, at the time of purchase, shall have annual household income which does not exceed eighty percent (80%) of Area Median Income, as defined by the U.S. Department of Housing and Urban Development (HUD), adjusted for family size (AMI), and (b) sixty percent (60%) of the units of this project shall be sold to buyers who, at the time of purchase, shall have an annual household income between eighty percent (80%) and one hundred twenty percent (120%) AMI.

Additional or more restrictive income requirements may be imposed by Land Use Restriction Agreement, or as a result of public-subsidy financing.

Section 23. TRANSFER OF LEASE AND SALE OF DWELLING

Any Dwelling Owner is entitled to the transfer and resale of his/her dwelling at any time, and for whatever amount deemed acceptable to the next buyer, based on the following conditions:

- 1- A buyer must abide by the same qualification process as the initial Dwelling Owner according to preceding section 22. The requirement cannot be lifted, except by express consent of the Lessor (Declarant).
- 2- Prior to any transaction, a buyer must request a transfer of lease from the Lessor (Declarant) who may or may not approve the new buyer based on section 22, If a lease transfer occurs, it will convey all its privileges and obligations to the new buyer as they existed in the initial lease's restrictions and conditions.

The Dwelling Owner is also authorized by the Declarant to sublease the Lot and the Dwelling as per the Lot lease agreement. Sub-lessees must abide by all Covenants, Conditions and Regulations like the Dwelling Owner who remains the responsible party.

ARTICLE XI - ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Committee shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Developer from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee.

Section 2. Purpose and Function of Committee. The purpose and function of the Committee shall be to (a) create, establish, develop, foster, maintain, preserve and protect within the Community, a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within the Community. Neither the Developer, nor the declarant, nor the Association, nor the Committee, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual, if any, for the Community or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the Committee. No building permit can be submitted without the Declarant's authorization and signature on City of Dunedin's building permit application form.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the Committee shall take into account the objects and purposes of this Declaration and the purposes and function of the Committee. Such review by and approval of the Committee shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Community in general. The Committee shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for the Community.

Section 5. Design Standards and Design Review Manual for the Community. With Board approval, the Committee may develop, adopt, promulgate, publish and make available to all Dwelling Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Committee as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the Committee. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Committee shall, in its discretion, determine. Such Design Review Manual, if created by the Committee shall be used by the Committee and other affected persons only as a guide and shall not be binding upon the Committee in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 6. Procedure for Design Review. The Committee may develop, adopt, promulgate, publish and make available to all Dwelling Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review Manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Committee for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Committee, plans and specifications shall not be deemed to have been submitted to the Committee. Additionally, the Committee shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Committee, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review Manual adopted by the Committee pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the Committee from time to time.

Section 7. Time Limitation on Review. The Committee shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Committee. The failure of the Committee to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Review Manual.

Section 8. Duration of Approval. Any approval of plans, specifications and other materials, whether by the Committee or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Committee on resubmission in any respect.

Section 9. Inspection of Construction. Any member of the Committee or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement located thereon, in order to inspect any building, structure or other Improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other Improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Committee.

Section 10. Evidence of Compliance. Upon a request therefore from, and at the expense of, any Dwelling Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other Improvement has been completed or is in the process, the Committee shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Committee, the Committee shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 11. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the Committee of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other Improvement constructed on Properties or Common Area after having been previously approved by the Committee, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

Section 12. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 13. Exculpation for Approval or Disapproval of Plans. The Declarant, the developer, any and all members of the Committee and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Dwelling Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Committee for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Dwelling Owner by acquiring any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Committee, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Committee, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of

design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the Committee, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

## ARTICLE XII - GENERAL PLAN OF DEVELOPER

Section 1. General Plan of Development. The Developer has on file with the Declarant at its business office, presently located at 2605 Enterprise road east, suite 230, Clearwater, FL 33759, a copy of the general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan may be amended or modified by the Developer, in whole or in part, at any time, with the prior written approval of the Declarant. As used herein, the term "General Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of the County, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of the County. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 4. Enforcement. The Association, the Declarant, the Developer and any Dwelling Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 2 of this Article. Failure of the Association, Declarant, Developer or any Dwelling Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant, Developer and Association shall not be obligated to enforce this Declaration or

such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 6. Amendment. This Declaration may be amended from time to time by recording among the Public Records of the County by:

- (a) An instrument signed by the Declarant, as provided in Section 7 of this Article; or
- (b) A vote of two-thirds (2/3) of the Voting Members, at a meeting called for such purpose; or
- (c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or
- (d) An instrument signed by two-thirds (2/3) of the Voting Members approving such amendment.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. No amendment to Article VII Section 8 shall be valid unless approved by seventy-five (75%) percent of the membership and maintenance obligations cannot be transferred to the Declarant.

Section 7. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns 1 or more Lot(s) within the Properties, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. Further Declarant reserves the right and authority to make any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of the County. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 8. Notice. Any notice required to be sent to any Dwelling Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Dwelling Owner.

Section 9. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Dwelling Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 10. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the

consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

**Section 11. Warranties.** Declarant makes no warranties, expressed or implied, as to the improvements located in, on or under the Common Area. Each Dwelling Owner other than Declarant, by acceptance of a lease, whether or not it shall be so expressed in such lease, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

**Section 12. Expansion or Modification of Common Areas.** Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

### **ARTICLE XIII – WAIVER OF JURY TRIAL**

In the event there is a dispute concerning the rights, obligations or remedies of a Dwelling Owner or Declarant under this Declaration, such matter will be submitted to a court of competent jurisdiction. **DECLARANT AND ALL DWELLING OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING THE RIGHTS, OBLIGATIONS OR REMEDIES OF DECLARANT OR ANY DWELLING OWNER UNDER THE DECLARATION OR ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS-CLAIMS OR THIRD-PARTY CLAIMS) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. DECLARANT HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF DECLARANT NOR DECLARANT'S COUNSEL HAS REPRESENTED, EXPRESSLY OR IMPLICITLY, THAT DECLARANT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FORGOING WAIVER.**

### **ARTICLE XIV – LAKES, STREAMS AND WATERBODIES**

**Section 1. Water Levels.** By acceptance of a lease, each Dwelling Owner acknowledges that the water levels of all waterbodies may vary. There is no guarantee by Declarant, Association that water levels will be constant or aesthetically pleasing at any particular time.

**Section 2. Wildlife.** By acceptance of a lease, each Dwelling Owner acknowledges that the Common Areas may contain wildlife such as alligators, snakes, fish, raccoons, deer, fowl, and foxes. Declarant, Association shall have no responsibility for monitoring such wildlife or notifying Dwelling Owners and other persons of the presence of such wildlife. Each Dwelling Owner and his or her guests and invitees or sublessees are responsible for their own safety.

**Section 3. Owner's Obligation to Indemnify and Release of Association.** Each Dwelling Owner agrees to indemnify and hold harmless Declarant and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of waterbodies by Dwelling Owners, and their guests, family members, invitees, sublessees or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant the Association or of any of the Indemnified Parties. Should any Dwelling Owner bring suit against Declarant the Association or any of the Indemnified Parties for any claim or matter and

fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

Notwithstanding anything to the contrary in the Declaration of Covenants, Conditions and Restrictions, Articles, Bylaws or any exhibits thereto or any other document affecting the Properties ("Community Documents") the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of Properties including, without limitation, residents and their families, guests, lessees, licensees, invitees, agents, servants, contractors, and/or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Community Documents that the various provisions thereof which are enforceable by Association and which govern or regulate the uses of Properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Community and the value thereof.

(b) The Association has not been empowered, nor has it been created, to act as an agency which enforces or ensures the compliance with the laws of the State of Florida and/or the County or prevents tortuous activities.

(c) The provisions of the Community Documents setting forth the uses of assessments which relate to health, safety, and welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety, or welfare of any persons(s), even if assessment funds are chosen to be used for any such reason.

(d) Each Owner (by virtue of their acceptance of title to a home) and each other person having an interest in or lien upon, or making a use of, any portion of the Properties (by virtue of accepting such interest or lien or making such use) shall be bound by this section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against Association and shall be deemed to have waived claims against the Association for consequential, special or indirect damages arising out of or relating to this Declaration and the operation and management of the Community by the Association or the Declarant. This mutual waiver shall be applicable, without limitation, to claims for lost profit, diminution in value, lost income, interest expenses, and damages to business and reputation arising from or connected with any matter for which the liability of the Association, Developer or Declarant has been disclaimed in this section or otherwise. As used in this section, "Association", "Developer" or "Declarant" shall include within its meaning all of Association's, Developer's or Declarant's directors, officers, committee and board members, employees, agents, contractors (including management companies, subcontractors, successors and assigns).

#### **ARTICLE XVI – MISCELLANEOUS PROVISIONS**

**Section 1.** **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; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

#### **ARTICLE XVII – PARTY WALLS**

Section 1. Each wall built as part of the original construction of the various Townhomes/ Dwellings and placed on the dividing line between Townhomes on which they are situated shall constitute a party wall, and each Dwelling Owner of one of the Townhomes shall own that portion of the wall which stands on the Dwelling Owner's own Townhome together with a cross-easement of support in the other portion. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all such party walls.

Section 2. Easements are hereby reserved in favor of all Townhomes sharing a party wall for overhangs or other encroachments resulting from original construction or from restoration that conforms substantially to the original construction, as well as in favor of the Association for access to such party walls for the purposes described in Article III, Section 6.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any Dwelling Owner who has used the wall may request that the Association restore it, but no greater dimension of that party wall, or of any extension or restoration thereof, shall be placed upon the Townhome of the other Dwelling Owner who is not extending, constructing or restoring it than that existing prior to the fire or other casualty, unless the written consent of the latter is first obtained. No party of any addition to the dimensions of that party wall (or of any extension thereof already built) that may be made by either one of the Dwelling Owners who have used it (or by those claiming under them respectively) shall be placed upon the Townhome of the other Dwelling Owner, unless the written consent of the latter is first obtained. If the other Dwelling Owner thereafter makes use of the wall, such Dwelling Owner shall contribute to the cost of restoration thereof in proportion to the Dwelling Owner's use, subject to the right of any such Dwelling Owner to call for a larger contribution from the other Dwelling Owner under any rule of law regarding liability for negligent or willful acts or omissions. In the event that the repairs are covered by insurance proceeds, then to the extent that such proceeds are insufficient to cover all the costs, the deficiency shall be paid as provided in the immediately preceding sentence.

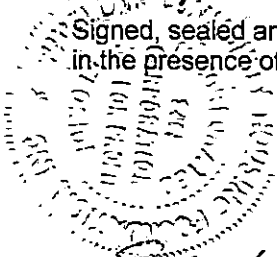
Section 5. Notwithstanding any other provision of this Article XVIII, any Dwelling Owner who, by the negligence or willful act of the Dwelling Owner or of any person for whom the Dwelling Owner is responsible, causes a part of the party wall not previously exposed to the elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. Such repairs shall be performed by the Association at the Dwelling Owner's expense.

Section 6. The right of any Dwelling Owner to contribution from any other Dwelling Owner under this Article shall be appurtenant to the land and shall pass to such Dwelling Owners' successors in title to Lot lease upon which Dwelling was constructed. Upon conveyance or other transfer of lease, the personal liability of the prior Dwelling Owner shall cease.

Section 7. In the event of any dispute arising concerning a party wall or under the provisions of this Article generally, each party shall choose one arbiter, those arbiters shall choose one additional arbiter, and the decision of a majority of the three arbiters thus chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association (or its successors in function) then obtaining. Any decision made pursuant to this Section 8 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 8 day of JUNE, 2016.

Signed, sealed and delivered in the presence of:



Elizabeth Perry  
Printed Name: Elizabeth Perry

Dania Perez  
Printed Name: DANIA PEREZ

BRIGHT COMMUNITY TRUST, INC., formerly known as PINELLAS COMMUNITY HOUSING FOUNDATION, INC., a Florida not-for-profit corporation, as Trustee of the Pinellas County Community Housing Program Land Trust - Lorraine Leland

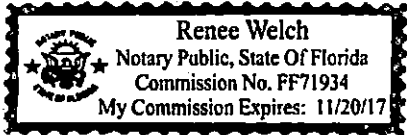
By: Anthony M. Jones  
Printed Name: Anthony M. Jones  
Its: President

"DECLARANT"

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 8 day of JUNE, 2016, by ANTHONY JONES as PRESIDENT of Bright Community Trust, Inc., formerly known as Pinellas Community Housing Foundation, Inc., a Florida not-for-profit corporation, as Trustee of the Pinellas County Community Housing Program Land Trust - Lorraine Leland, on behalf of the corporation, who  is personally known to me or who  has produced a drivers license as identification.

Renee Welch  
Notary Public  
Printed Name: RENEE WELCH  
My commission expires: 11/20/17



- Exhibit "A" - Legal Description
- Exhibit "B" - Articles of Incorporation
- Exhibit "C" - Bylaws

EXHIBIT "A"

The West 200.00 feet of Lot 3, SARAH J. LEWIS SUBDIVISION, as recorded in Plat Book 3, Page 5, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS the West 5.00 feet and the South 50.00 feet for road right of way.

AND

Lot 6, LESS the South 30.00 feet thereof, SARAH J. LEWIS SUBDIVISION, as recorded in Plat Book 3, Page 5, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, LESS the West 5.00 feet and North 25.00 feet for road right of way.

EXHIBIT "B"

ARTICLES OF INCORPORATION  
OF

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

12 JUL 30 PM 2: 01

ECO VILLAGE DUNEDIN HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscriber, for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I  
NAME

The name of the corporation is **ECO VILLAGE DUNEDIN HOMEOWNERS' ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE II  
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes, for the governance and enforcement of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of a residential subdivision known as **Eco Village Dunedin** (the "Subdivision") together with the maintenance and preservation of the common areas and common amenities, if any, related thereto. The Developer of the Subdivision is **Planet Green Group, LLC**, a Florida limited liability company (the "Developer").

ARTICLE III  
DEFINITIONS

Capitalized hereinafter set forth shall have the meaning ascribed to them in these Articles, or if no definition shall be set forth in these Articles, they shall have the same definition or meaning as those set forth in Chapter 720, Florida Statutes, or in the Declaration of Covenants, Conditions and Restrictions for the Subdivision, unless the context otherwise requires.

#### **ARTICLE IV POWERS**

The powers of the Association shall include and be governed by the following:

4.01 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles or the laws governing Florida homeowner associations generally.

4.02 Enumeration. The Association shall have all the powers and duties set forth in Chapter 720, Florida Statutes, and all of the powers and duties not inconsistent therewith reasonably necessary to operate the Development pursuant to the Declaration, as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments and other charges against members as homeowners, to enforce such assessments in the manner provided for by law and the Declaration and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Development.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Development and other property acquired or leased by the Association for use by homeowners.

(d) To maintain, repair, replace, reconstruct, add to, and operate the surface water or storm water management system(s) installed, constructed or erected pursuant to the applicable permits issued by the Southwest Florida Water Management District, Pinellas County and the City of Dunedin, and to enforcement of those portions of the Declaration applicable to said system(s).

(e) To purchase insurance for the improvements built, constructed or maintained within the common areas and insurance for the protection of the Association, its officers, directors, and members as home owners, and such other parties as the Association may determine in the best interest of the Association.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the common area and for the health, comfort, safety and welfare of the home owners.

(g) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of homes as may be provided by the Declaration, including the administration of ground leases pertaining to real property underlying the homes constructed within the development.

(h) To enforce by legal means the provisions of the Chapter 720, the Declaration, these Articles, the Bylaws to be adopted pursuant hereto, and the rules and

regulations for the use of the common area, and to sue or be sued as described in Chapter 720.

(i) To contract for the management of the Association, and to delegate to the party with whom such contract has been entered into of all the powers and duties of the Association, except (i) those which require specific approval of the Board of Directors or the membership of the Association; (ii) those which are incapable of being delegated as same may be contrary to the Declaration or the Bylaws; (iii) those which are contrary to the Statutes of the State of Florida; and (iv) wherein a delegation of power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

(j) To employ personnel to perform the services required for proper operation of the common areas.

(k) To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Association.

(l) If, by the provisions of Chapter 617, Florida Statutes or Chapter 720, Florida Statutes, a power or authority may only be exercised by the Association if such power or authority is expressly set forth in the Articles of Incorporation, and such power or authority is not specifically set forth elsewhere herein, then this provision shall be construed to be that enabling provision, and the Association shall have such power or authority as if the same shall have been fully set forth herein.

**4.03 Assets of the Association.** All funds and the titles of all properties acquired by the Association and their proceeds shall be for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

**4.04 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, including all exhibits thereto, and the Bylaws.

**4.05 Required Compliance.** All additions, alternations or improvements of the Common Areas, whether by home owners, the Association or the Developer shall be in compliance with the Code of Ordinances of the City of Dunedin. No such additions, alternations or improvements shall violate the FEMA National Flood Insurance Program integrity within the City.

## **ARTICLE V** **MEMBERS**

**5.01 Membership.** The members of the Association shall consist of all of the record owners of legal title to the homes in the Development; and after termination of the Development, if same shall occur, the members of the Association shall consist of those who are members at the time of the termination, and their successors and assigns. Membership shall be established by entering into a ground lease or sublease and the

purchase of the improvements situated thereon or the acquisition of legal record fee title to a parcel of land and the purchase of the improvements situated thereon in the Development, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Pinellas County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of a prior owner as to the parcel designated shall be terminated. The Developer shall be a member so long as the Developer holds legal equitable or leasehold title to any lot or homesite within the Development.

5.02 Assignment. The share of a member in the funds and assets of the Association, in the common elements and the common surplus, and membership in this Association, cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to the home for which that share is held.

5.03 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each parcel of property, which vote shall be exercised or cast in the manner provided by the Declarations and Bylaws. Any person or entity owning more than one (1) parcel shall be entitled to one (1) vote for each parcel owned.

5.04 Meetings. The Bylaws shall provide for an annual meeting of members, and make provision for regular and special meetings of members other than the annual meeting.

5.05 Class of Members. There shall only be one class of members in the Association. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the parcels in the Development.

**ARTICLE VI  
TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VII  
SUBSCRIBERS**

The names and addresses of the subscribers to these Articles are as follows:

NAME	ADDRESS
Planet Green Group, LLC a Florida limited liability company	7421 - 114 <sup>th</sup> . Avenue North, Suite 209 Largo, FL 33773

**ARTICLE VIII  
OFFICERS**

The affairs of the Association shall be administered by the officers as designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

OFFICE	NAME	ADDRESS
President	Paavo Salmi	7421 - 114 <sup>th</sup> Avenue North, Suite 209 Largo, FL 33773
Secretary	Charles Burkett	7421 - 114 <sup>th</sup> Avenue North, Suite 209 Largo, FL 33773
Treasurer	Robert Palmeiro	7421 - 114 <sup>th</sup> Avenue North, Suite 209 Largo, FL 33773

**ARTICLE IX  
DIRECTORS**

9.01 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the bylaws, but which shall consist of not less than three (3) directors. Except for directors appointed by the Developer, all directors must be members of the Association.

9.02 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by homeowners when that approval is specifically required.

9.03 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.04 Term of Developer's Directors. The Developer of the Development shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws. The Developer has the right retain control of the Association after a majority of the homes have been sold as described in the Bylaws.

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

NAME	ADDRESS
Paavo Salmi	7421 - 114 <sup>th</sup> Avenue North, Suite 209 Largo, FL 33773
Charles Burkett	7421 - 114 <sup>th</sup> Avenue North, Suite 209 Largo, FL 33773
Robert Palmeiro	7421 - 114 <sup>th</sup> Avenue North, Suite 209 Largo, FL 33773

#### **ARTICLE X INDEMNIFICATION**

10.01 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had not reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.02 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.01 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.03 Approval. Any indemnification under Section 10.01 above (unless ordered by the court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties of such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members.

10.04 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this article.

10.05 Miscellaneous. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefits of the heirs, executors and administrators of such a person.

10.06 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

## **ARTICLE XI**

### **BYLAWS**

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

## **ARTICLE XII**

### **AMENDMENTS**

Amendments to these articles shall be proposed and adopted in the following manner:

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

12.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than two-thirds (2/3) of the voting interests of the Association.

12.03 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.03 and 4.04 of Article IV hereof, without approval in writing by all the voting interests of the Association and the joinder of all record owners of mortgages upon home in the Developer. No amendment shall be made that is in conflict with these Articles or the Declaration, nor shall any amendment make any changes which would in any way effect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate or beneficiary of the Developer, unless the Developer shall join in the execution of the amendment.

12.04 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

### **ARTICLE XIII** **DISSOLUTION**

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, consisting of the surface water management system, including drainage easements, if any, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. At the time of the filing of these Articles, no such drainage easements exist. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, Association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any home owner vested in him under the recorded Declaration and deed applicable hereto, unless made in accordance with the provisions of such Declaration and deeds.

### **ARTICLE XIV** **ADDRESS**

The principal place of business of the corporation shall be located at 7421 - 114<sup>th</sup> Avenue North, Suite 209, Largo, FL 33773, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE XV  
INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF REGISTERED AGENT**

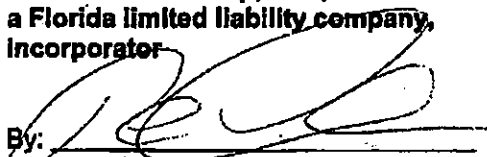
The initial registered office of this corporation shall be located at

1901 Ulmerton Road, #425  
Clearwater, FL 33762,

and the initial registered agent of the corporation at that address is The Cohrs Law Group,  
P.A.


IN WITNESS WHEREOF, the subscribers have affixed their signatures this 27<sup>th</sup>  
day of July, 2012.

**Planet Green Group, LLC,  
a Florida limited liability company,  
incorporator**

By:   
Paavo Salmi, Manager

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED HEREBY AGREES TO ACT IN THAT CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF THE DUTIES OF SUCH OFFICE.

**The Cohrs Law Group, P.A.**

By:   
Denis A. Cohrs, President

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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## EXHIBIT "C"

**BYLAWS****OF****ECO VILLAGE DUNEDIN HOMEOWNERS' ASSOCIATION, INC.****1. GENERAL.**

1.01 The Name. The name of the corporation shall be **ECO VILLAGE DUNEDIN HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as "the Association".

1.02 Principal Office. The principal office of the Association shall be at Two Fairway Place, 8200 Bryan Dairy Road, Suite 320, Largo, FL 33777, or at such other place as may be subsequently designated by the Board of Directors.

1.03 Identity. In addition to the within Bylaws being the bylaws of the Association, these bylaws are established pursuant to Chapter 720, Florida Statutes, as the same may exist, or may hereafter be amended from time to time, for the purpose of administering, operating and managing **ECO VILLAGE DUNEDIN**, a residential community located in Pinellas County, Florida (the "Development").

1.04 Definitions. As used herein, the term "Corporation" shall be the equivalent of "Association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Covenants, Conditions and Restrictions of the Development. Any terms not defined in the Declaration shall have those definitions established by Chapter 720, Florida Statutes. If any definition conflicts with a definition in the Florida Statutes, the definition in the Statute shall prevail and govern the interpretation of this document.

**2. MEMBERSHIP AND VOTING PROVISIONS.**

2.01 Membership. Membership in this Corporation shall be limited to owners of homes in the Development as described in the Articles of Incorporation of the Association. Transfer of home ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of this corporation. *If home ownership is vested in more than one person, all of the persons owning a home shall be eligible to hold office, attend meetings, and exercise all rights of membership, but, as hereinafter indicated, the vote of a home shall be cast by the "voting member".* If home ownership is vested in a legal entity, the legal entity may designate an individual officer, member or employee as its voting member, and all officers shall be eligible to exercise the rights of membership. Developer, or its assignee, nominee, designee or successor, as an owner of unsold homes, shall be deemed to be a member of this corporation.

**2.02 Voting.**

(a) Single Vote Per Home. The owner or owners of each home shall be entitled to one (1) vote in the aggregate. If any owner owns more than one home, he shall be entitled to one (1) vote for each home owned. The vote of a home shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all home owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles of Incorporation or in these Bylaws; and as used in these Bylaws, the Articles of Incorporation or the Declaration, the term "majority of the members" shall mean those home owners having more than fifty (50%) percent of the total voting interests present in person or by proxy and voting at any meeting of the members at which a quorum shall be present.

2.03 Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of at least thirty percent (30%) of the voting members shall constitute a quorum.

2.04 Proxies. Votes may be cast in person or by proxy. Any proxy given shall be in writing, signed either by all record owners of the home, or by the voting member, shall be filed with the secretary of the corporation prior to, or at, the meeting at which it is to be used, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the member(s) executing it. Proxies may only be held by members of the Association. The use of proxies shall be governed by the provisions of Chapter 720, Florida Statutes.

2.05 Designation of Voting Member. If a home is owned by one person, his right to vote shall be established by the record title to the home. If a home is owned by more than one person, the person entitled to cast the home's vote shall be designated in a certificate to be filed with the secretary, signed by all of the record owners of the home. If a home is owned by a corporation, it shall designate the officer or employee entitled to cast the home's vote by executing a certificate to be filed with the secretary of the Association, signed by its president or vice president, and attested to by its secretary or assistant secretary. The person designated in such certificate shall be known as the voting member. If, for a home owned by more than one person or by a corporation, such certificate is not on file with the secretary of the corporation, the vote of the home shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the home. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the home. Notwithstanding the foregoing, if a home is owned jointly by a husband and wife, the following provisions are applicable:

(a) They may, but they shall not be required to, designate a voting member;

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the home's vote.

(d) If no voting member has been designated, any proxy given by such owners must be executed by both husband and wife.

### 3. MEMBERSHIP MEETINGS.

3.01 Place. All meetings of the membership shall be held at the principal office of the corporation, or at such other place and at such time as shall be designated by the Board of Directors and stated in the notice of meeting.

3.02 Notice. It shall be the duty of the secretary to deliver notice of all meetings to the members in accordance with this Section. Notices of annual meetings shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the property at least fourteen (14) days but not more than sixty (60) days prior to the date of such meeting. Notices of special meetings shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the property at least three (3) days but not more than sixty (60) days prior to the date of such meeting; provided, however, that if a properly noticed special meeting is adjourned because of lack of a quorum, then notice of the reconvening of that special meeting shall be proper if the notice is posted in a conspicuous place on the property at least one (1) hour prior to the time designated for the reconvening of the meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the corporation. Where a home is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the owners of the home shall so advise the Association in writing, or if no address is given or the owners of the home do not agree, to the address provided on the deed of record. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice and the post office certificate of mailing shall be retained as proof of such mailing. Notice of specific meetings may be waived by any member before or after the meeting, but such waiver shall not be used to establish a quorum at the meeting or for any voting purpose.

3.03 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held each year at such date and time as shall be selected by the Board of Directors. At the annual meeting, the members shall elect directors and transact such other business as may be properly brought before the meeting.

3.04 Special Meetings. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing forty (40%) percent of the total number of homes. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.05 Waiver and Consent; Action Without a Meeting. Whenever the vote of members at a meeting is required or permitted, by any provision of Florida Statutes, the Declaration, the Articles of Incorporation, or these Bylaws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the voting members, shall consent in writing to such action being taken. Members may waive notice of specific meetings and may take action by written agreement without meetings.

3.06 Adjourned Meetings. If any properly noticed meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned by a majority vote of those who are present in person or by proxy, though less than a quorum, until a quorum is present. At the time of adjournment, such members may select by majority vote a subsequent date and time for reconvening the meeting, which time, for an annual meeting, shall be no less than fifteen (15) days after the time set for the original meeting, and for special meetings shall be no less than one (1) hour, and the Secretary shall provide notice of the new date and time in the manner required for notices of meetings described in Section 3.02 above.

3.07 Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Calling to order by President or Chairman;
- (b) The collection of election ballots;
- (c) Appointment of chairman of the meeting by the president or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association who will conduct the meeting without vote;
- (d) Calling of the roll and certifying of proxies;
- (e) Proof of notice of the meeting or waiver of notice;
- (f) Reading and disposal of any unapproved minutes;
- (g) Reports of officers;
- (h) Reports of committees;
- (i) Appointment of inspectors of election;
- (j) Determining of number of directors;
- (k) Election of directors;
- (l) Unfinished business;
- (m) New business;
- (n) Adjournment.

3.08 Minutes of Meetings. The minutes of all meetings of members shall be kept in a book available for inspection by members, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes as part of its official records.

#### 4. DIRECTORS.

4.01 Qualification. The affairs of the Association shall be managed by a board of no less than three (3) directors. Except for directors appointed by the Developer, all directors must be members of the Association. No director shall continue to serve on the board after he ceases to be a member.

4.02 Election of Directors. Election of directors shall be conducted in accordance with the Development Act as in effect as of the date of the recording of the Declaration or as thereafter amended.

4.03 Disqualification and Resignation of Directors. Any director may resign by sending a written notice of such resignation to the office of the corporation, addressed to the President or Secretary, or by tendering written notice of such resignation at a duly called meeting of the board. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

4.04 Term. Vacancies on the Board of Directors caused by the expiration of a director's term shall be filled by electing new board members. Except for directors appointed by the Developer, the term of each director's term shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first board shall serve in accordance with subsection 4.16 hereinafter.

4.05 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days after the directors have been elected. The Board of Directors in office prior to the election of new directors shall designate a date and time for the organizational meeting of the new board, and shall post a notice of such meeting at a conspicuous place on the property at least forty eight (48) hours prior to the date of the election.

4.06 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all members, and notice of such meetings shall be posted conspicuously at the Development at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of any emergency. Notice of any meeting where assessments against home owners are to be considered for any reason shall specifically contain a statement that assessments will be considered at the meeting.

4.07 Special Meetings. Special meetings of the directors may be called by the President, or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted at least two (2) days prior to the meeting, unless Chapter 720, Florida Statutes requires a longer notice period. Special meetings of the Board of Directors shall be open to all members, and, unless Chapter 720, Florida Statutes requires a longer notice period, notice of special meetings shall be posted conspicuously at the Development property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of any emergency. Notice of any meeting where assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered at the meeting. Notwithstanding the foregoing, if the purpose of a special meeting of the directors is to consider a special assessment or to amendments to rules regarding the use of the homes, notice of such meeting shall be given to the directors, and a copy of the notice shall be mailed or delivered to the home owners and posted conspicuously at the Development property, at least fourteen (14) days prior to the date of the meeting.

4.08 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.09 Quorum. A quorum at a directors' meeting shall be a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Notice of a reconvened meeting shall be given in the same manner as required for all board meetings as described above. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at all directors' meetings shall be the President. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The President, or, in his absence, a majority of the Board of Directors, may appoint without vote, the attorney of the Association to act as chairman to conduct the meeting.

4.12 Order of Business. The order of business at director's meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved of minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members, or their authorized representative, and board members at any reasonable time. The Association shall retain these minutes as part of its official records.

4.14 Compensation. Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.15 Recall. Subject to the provisions of Section 720.303(10), Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause in accordance with the provisions of Chapter 720, Florida Statutes. None of the

directors named by the Developer shall be subject to removal by members other than the Developer. The directors named by the Developer may be removed by the Developer.

4.16 Developer Control. Notwithstanding anything to the contrary elsewhere in this Article 4, the Developer shall continue to have the right to appoint directors of the Association after a majority of the homes have been sold, and no elections shall be held, except as required by Section 720.307, Florida Statutes of Chapter 720, Florida Statutes. Home owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(a) Three (3) months after ninety percent (90%) of the homes that will be operated ultimately by the Association has been conveyed to purchasers;

(b) When all the homes that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(c) When some of the homes have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the homes in the Development. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned homes in the same manner as any other home owner except for purposes or reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

## 5. POWERS AND DUTIES.

5.01 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Development, and may do all such acts except such acts which by law, the Declaration, or these Bylaws, may not be delegated to the Board of Directors by the members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 720, Florida Statutes) the following:

(a) Operation, care, upkeep and maintenance of the common elements and Association Property, if any;

(b) Determination of the expenses required for the operation of the Development, the Association, any easement agreements and the Association Property;

(c) Collection of the assessments for common expenses from home owners required to pay same.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Development, the Association and Association Property;

(e) Adoption and amendment of the rules and regulations covering the details of the operation and use of the Development property and Association Property;

(f) Creation and maintenance of bank accounts on behalf of the Association and the designation of the signatories required therefor.

(g) Purchasing, leasing or other acquisition of homes in the name of the Association, or its designee.

(h) Purchase of homes at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, subleasing, mortgaging, or otherwise dealing with homes or other real or personal property acquired by or leased by the Association or its designee.

(j) Organization of corporations to act as designees of the Association in acquiring title to or leasing homes or other real or personal property by the Association.

(k) Obtaining and reviewing insurance for the Development property, and the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Development property, the Association Property and repairs to and restoration of the Development property and Association Property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or otherwise.

(m) Enforcement of the obligations of the home owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Development.

(n) Levying reasonable fines against the home owners for failure of the owner, or his tenant, or his or his tenant's guests, agents, employees, licensees or invitees to comply with any provision of Chapter 720, Florida Statutes, the Declaration, the Bylaws or the reasonable rules and regulations of the Association. No fine may exceed the amount permitted by Chapter 720, Florida Statutes, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the home owner, and, if applicable, his tenant, licensee or invitee. The Board of Directors shall establish a procedure for notice and hearing, which procedure shall include the establishment of a hearing committee comprised of home owners other than members of the Board of Directors, and which shall be kept as part of the official records of the Association. In the event the hearing committee shall not agree with the Board of Directors with respect to the levy of the fine, the fine shall not be levied.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements or Association property; provided, however, that (i) the affirmative vote of at least two-thirds (2/3) of the voting members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00); (ii) no lien to secure repayment of any sum borrowed may be created on any home without the consent of the owner of such home. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this subparagraph (p) is not repaid by the Association, a home owner who pays to the creditor such proportion thereof as his interest in the common elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the home owner's home. Notwithstanding the foregoing, the Board of Directors shall have no authority to borrow funds for payment of anticipated current operating expenses.

(p) Contracting for the management of Association Property and of the Development and the delegation to such manager such powers and duties of the Board of Directors as the board may deem appropriate in the circumstances; and contracting for the management or operation of portions of the Development property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the home owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the Declaration and these Bylaws to have approval of the Board of Directors or the home owners; (3) the delegation is a power or duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation; or (4) same may be contrary to the Declaration or these Bylaws.

(q) Exercise of all powers specifically set forth in the Declaration for the Development, the Articles of the association, these Bylaws, and in Chapters 617 and 720, Florida Statutes, and all powers incidental thereto. If, by the provisions of any law of the State of Florida, a power or authority may only be exercised by the Association if such power or authority is expressly set forth in the Bylaws, and such power or authority is not specifically set forth elsewhere herein, then this provision shall be construed to be that enabling provision, and the Association shall have such power or authority as if the same shall have been fully set forth herein.

(r) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of homes, in such amount and under such circumstances as is described in the provisions of Chapter 720, Florida Statutes. No charge shall be made in connection with an extension or renewal of a lease.

(s) Entering into and upon the homes during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a home to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a home or homes.

(t) Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the home owners for violations of these Bylaws and the terms and conditions of the Declaration or the law of the State of Florida.

(u) Acquiring and entering into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Development, intended to provide for the enjoyment, recreation, or other use and benefit of the home owners, and declaring expenses in connection therewith to be common expenses as set forth in the Declaration; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interest of the corporation; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. OFFICERS.

6.01 Executive Officers. The executive officers of the corporation shall be a President, one or more Vice President, Secretary, and Treasurer; all of whom shall be elected by, and shall serve at the pleasure of the Board of Directors. Any two (2) of said officers may be united in one person, except that the President shall not also be the Secretary.

6.02 Appointive Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.03 Election. The Board of Directors at its first meeting after each annual members' meeting shall elect all officers, none of whom, except the President, need be a member of the Board.

6.04 Term. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

6.05 The President. The President shall be the chief executive officer of the corporation. Subject to the provisions of Article 4 above, the President shall preside at all meetings of members and of the Board. He shall exercise the executive powers of the corporation and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board.

6.06 The Vice President. The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

6.07 The Secretary. The Secretary shall issue notices of all Board meetings and all members' meetings; he shall attend and keep the minutes of same; he shall have charge of all of the books of the corporation as well as its records and papers except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by members and Board members at all reasonable times.

6.08 The Treasurer.

(a) The Treasurer shall have custody of the corporation's funds and securities. He shall keep full and accurate accounts of the corporation's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the corporation in such depositories as may be designated by the Board. The books shall reflect an account for each home in the manner required by Chapter 720, Florida Statutes.

(b) He shall disburse the funds of the corporation as may be ordered by the board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer, and of the financial condition of the corporation to the Board whenever it may require it.

(c) He shall collect all assessments and shall report promptly to the Board the status of collections.

(d) He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times. He shall render to members or their authorized representatives, at least annually, a written summary of the corporation's fiscal activities.

(e) He shall prepare the corporation's budget.

6.09 Compensation. Officers shall not receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Development or for any other service to be supplied by such director or officer, as long as full disclosure of the relationship of the director or officer with the contracting party is made.

6.10 Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall not be required to make it effective.

7. FINANCES AND ASSESSMENTS.

7.01 Depositories. The funds of the corporation shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board.

Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.02 Fiscal Year. The fiscal year of the corporation shall begin on the first (1st) day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.03 Determination of Assessments. The Board of Directors shall establish and adopt a budget in accordance with Section 720.303, Florida Statutes, as it now exists or may hereafter be amended from time to time.

7.04 Application of Payments and Commingling of Funds. All sums collected by the corporation from assessments may be commingled in a single fund for investment purposes only or divided into more than one fund, as determined by the Board. Commingled operating and reserve funds shall be accounted for separately, and all financial statements prepared for the Association shall be prepared using fund accounting.

7.05 Fidelity Bonds. The Association shall obtain fidelity bonding of all officers or directors of the Association who control or disburse funds of the Association. The Association shall bear the cost of any such bonding.

7.06 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not less than thirty (30) days after its receipt by the Board.

7.07 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Development is located, according to good accounting practices. The records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each home designating the name and current mailing address of the home owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

8. **ROSTER OF HOME OWNERS**. Each home owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a roster of home owners.

9. **AMENDMENTS**. Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

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

9.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of

the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than two-thirds (2/3) of the voting interests of the Association.

9.03 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Pinellas County.

## 10. COMPLIANCE AND DEFAULT.

10.01 Violation. In the event a member, or his tenant, guest, employee, agent, invitee or other person on the Development property with the consent of the member, violates by act or omission any of the provisions of the Declaration, Articles, Bylaws, the rules and regulations of the Association, or the laws of the State of Florida, the Association may exercise any right or remedy provided in law or equity.

10.02 Negligence or Carelessness of a Member. Each member shall be liable to the Association for the expenses of any maintenance, repair or replacement required to be paid by the Association, rendered necessary by or resulting from his act, neglect or carelessness, or by the act, neglect or carelessness any member of his family, his or their guests, employees, agents, licensees, or lessees. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights or subrogation. The costs of any maintenance, repair or replacement performed pursuant to this Section, shall constitute a debt owed by the said owner to the Association as a specific item, and not as a common expense, which shall until paid in full, bear interest at the highest rate allowed by law.

10.03 Costs and Attorney's Fees. In connection with any litigation concerning the interpretation or enforcement of the Declaration, the Articles, the Bylaws, the rules and regulations, or The Development Act, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

10.04 No Waiver of Rights. The failure of the corporation or a member to enforce any right, provision, covenant or condition which may be granted by the Development documents shall not constitute a waiver of the right of the corporation or member to enforce such right, provision, covenant or condition in the future.

10.05 Election of Remedies. All rights, remedies, and privileges granted to the corporation or a member pursuant to any terms, provisions, covenants or conditions of the Development documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Development documents.

10.06 Generally. Each owner of a Development parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement

of nuisance, regardless of the harshness of the remedy utilized by the corporation, and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a Development parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of Development parcels, and to preserve each other's right to enjoy his Development home free from unreasonable restraint and nuisance.

10.07 Mandatory Nonbinding Arbitration. Prior to institution of court litigation, all disputes, as that term is defined in Section 720.311 of Chapter 720, Florida Statutes, shall be submitted to mandatory nonbinding arbitration in accordance with that Section.

11. **LIMITATION OF LIABILITY.** Notwithstanding the duty of the corporation to maintain and repair parts of the property, the corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage by the elements, or other owners or persons.

12. **SEAL.** The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "Non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

13. **CONSTRUCTION.** Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whenever the context so requires.

14. **CONFLICT.** In any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall prevail.

15. **CAPTIONS.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

16. **LIMITED POWER TO CONVEY COMMON ELEMENTS.** The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

APPROVED AND DECLARED AS THE BYLAWS OF **ECO VILLAGE DUNEDIN HOMEOWNERS' ASSOCIATION, INC.**

**ECO VILLAGE DUNEDIN HOMEOWNERS' ASSOCIATION, INC.,** a Florida Not For Profit Corporation

By: \_\_\_\_\_  
**Robert Palmeiro, President**