Prepared by and return to:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGES AT OYSTER BAYOU

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made on the date hereinafter set forth, by OYSTER BAYOU MANAGEMENT LLC, a Florida limited liability company (hereinafter referred to as "Developer"), whose mailing address is 35246 U.S. Highway 19 N., Suite 149, Palm Harbor, Florida 34684, and COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"), whose mailing address is 35246 U.S. Highway 19 N., Suite 149, Palm Harbor, Florida 34684. Developer and the Association may hereinafter collectively be referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property in Pasco County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Association is the homeowner's association for the Property; and

WHEREAS, Declarant desires to create an exclusive residential community known as "COTTAGES AT OYSTER BAYOU" on the Property; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the Common Area and the Lots; and, to this end, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner of the Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create the Association, to which should be delegated and assigned the powers of maintaining and administering the Common Area and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Association has incorporated under the laws of the State of Florida, as a not-for-profit corporation, COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which the Association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, Declarant, hereby declares that the Property shall be held, transferred, sold, conveyed 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 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. "Approval" shall mean written prior approval unless otherwise stated.

Section 2. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

Section 3. "Articles of Incorporation" shall mean the Articles of Incorporation of COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

Section 4. "Assessment" shall mean a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against a Lot Owner.

Section 5. "Association" shall mean and refer to the Association of COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 6. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 7. "Building" shall mean any building containing one or more Homes located within the Property.

Section 8. "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 9. "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 Owners, which shall consist of all Property other than the designated Lots shown on the Plat. The Common Areas are to be owned by the Association, at the time of conveyance of the first Lot.

Section 10. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners, and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area and the expenses for operation, management, maintenance, repair, replacement and insurance for the Recreational Facilities.

Section 11. "Declarant" shall mean and refer to OYSTER BAYOU MANAGEMENT LLC, a Florida limited liability company, its successors and assigns, and COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by OYSTER BAYOU MANAGEMENT LLC and COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., as Declarant hereunder with regard thereto.

Section 12. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGES AT OYSTER BAYOU, and any amendments or modifications thereof hereafter made from time to time.

Section 13. "Dwelling" or "Home" shall mean and refer to each and every residential unit constructed on any Lot.

Section 14. "Developer" shall mean and refer to OYSTER BAYOU MANAGEMENT LLC, a Florida limited liability company, its successors and assigns.

Section 15. "FHA" shall mean and refer to the Federal Housing Administration.

Section 16. "First Mortgagee" shall mean and refer to a Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 17. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 18. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 19. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 20. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon the Properties which may, but not necessarily, include buildings, lighting, wells, cisterns, swimming pools, pool equipment buildings, walkways, sprinkler pipes, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping hedges, wind breaks, plantings, planted trees and shrubs, poles, signs and flags.

Section 21. "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 22. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 23. "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.

Section 24. "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.

Section 25. "Management Company" shall mean the entity retained by OYSTER BAYOU MANAGEMENT LLC from time to time, if any, to perform the day-to-day management of the Property and Common Area.

Section 26. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include OYSTER BAYOU MANAGEMENT LLC, a Florida limited liability company, as long as OYSTER BAYOU MANAGEMENT LLC shall hold title to any Lot.

Section 27. "Pad" shall mean a concrete or other hard surface area located on a Lot and meant to accommodate an RV.

Section 28. "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 29. "Plat" shall mean and refer to the plat of COTTAGES AT OYSTER BAYOU recorded in Plat Book _____ at Page _____, Public Records of Pasco County, Florida, and a copy of which is attached hereto as **Exhibit "D"** and made a part hereof, 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, if any, is added to this Declaration.

Section 30. "Property" or "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

Section 31. "Recreational Facilities" shall mean to include the following recreational facilities that were constructed by Developer and are part of the Common Area: (a) a swimming pool and pool deck; (b) multi-sport courts; (c) a clubhouse and a welcome center; and (d) dock, seawall and boat launch. The approximate location of the Recreational Facilities is indicated on the Plat. The Recreational Facilities will be used only by Developer, Declarant, Lot Owners, and their guests and invitees. Developer shall have the right to expand or add Recreational Facilities without the approval of the Owners or the Association.

Section 32. "Recreational Vehicle" or "RV" shall mean those vehicles which have been categorized by the Recreational Vehicle Industry Association ("RVIA") and/or the Family Motorcoach Association ("FMCA") as "Class A" "Motorcoaches", and/or "Class B" "Motorcoaches", and/or "Super C Class" or "C Plus Class" "Motorcoaches", and/or factory customized bus conversions, and that (a) are mobile, in accordance with the code of standards of the RVIA; (b) are self-propelled, and completely self-contained vehicles which include the conveniences of a home including but not limited to, cooking, sleeping, and bathroom facilities; (c) are structured so that the driver's seat is accessible from the living area in a walking position, but not necessarily in an upright position; (d) contain a minimum interior height of six (6) feet in the living area; (e) have a minimum length of 30 feet, maximum length of 46 feet, and a maximum width of eight feet six inches (102 inches) excluding any "slide-out" extensions and 16 feet including the full width of any "slide-out" extensions; and (f) have a fixed roof, as opposed to the "pop-up" variety. Subject to approval by Declarant, towable recreational units shall be permitted.

Section 33. Surface Water Management System ("SWMS") shall mean to include, but are not limited to all inlets, ditches, swales, culverts, cisterns, underground water retention vaults and pipes, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

Section 34. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. 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 Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, manage, maintain, repair and replace the Common Area property and as herein after set forth the Homes. The Association shall be responsible for the maintenance, repair and replacement of all property which is owned by, dedicated to, 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, or otherwise set forth herein. The Association may contract for such maintenance.

Section 2 Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article XI, Sections 12 and 13 of this Declaration. 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 Pasco County, Florida, 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. Developer 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, gas 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. Developer shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land, which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes, which Developer shall direct or request from time to time. Developer also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 2. Easements Established and Reserved for Utilities and Drainage.

(a) There is hereby established and reserved perpetual easements for the installation and maintenance of utilities and drainage areas (which shall include cisterns and wells) in favor of Developer, the Association, and the City of New Port Richey, Florida, 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 Developer, Association, and the City of New Port Richey, Florida, 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 Developer 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. All repairs to utilities, not performed by a utility company or governmental agency shall be the responsibility of the Owner of a Lot. 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 Developer 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 Owner of the Lot 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, Developer shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities and cisterns in such easement areas, including slope control areas.

(b) Developer 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 Developer if such improvements by it are approved by the City of New Port Richey, Florida.

(c) Developer, for itself and its successors and assigns, and for the Association hereby reserves an easement three (3) feet wide running along the rear of any Lot for the purpose of construction of a privacy fence for the Properties. Once such fence, has been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace such fence in a neat and aesthetic condition.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, CATV cable, 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. The Association shall supply to each Home basic cable and Wi-Fi service. Any upgrades to such service shall be at the Owner's expense.

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

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

(g) 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 Owner, 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.

(h) If ingress and egress to any Dwelling is through the Common Area, any conveyance or encumbrance of the Common Area is subject to the Owner's easement for ingress, egress and utilities.

(i) 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 Developer on any portion of the Properties.

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, cisterns, underground water retention vaults and pipes, wells, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by or constructed by the Association or Developer, excluding those areas (if any) normally maintained by the City of New Port Richey, Florida, 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 Southwest Florida Water Management District (the "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 Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Developer, 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 Developer or the Association may draw water for irrigation or other purposes from any well, cistern, 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 City of New Port Richey, Florida, 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 the District, the Association and Developer, 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. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE DISTRICT, 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, all Lot 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.

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 the 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 Wetland Conservation Area. Some Lots may abut or contain Wetland Conservation Areas, which are protected under the Land Development Code of the City of New Port Richey, Florida. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the City of New Port Richey, Florida. Unless authorized in writing by the City of New Port Richey, Florida, and unless specifically conforming to the Management Plan developed and adopted by the City of New Port Richey, Florida:

(a) No structures or construction of any kind may be erected.

(b) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted.

(c) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system.

(d) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas.

Section 5 Significant Upland Wildlife Habitat Conservation Area. The Significant Upland Wildlife Habitat Conservation Area is protected by the Land Development Code of the City of New Port Richey, Florida, as amended, and must be retained in a natural state. No filling, excavating, removal of vegetation or construction of permanent structures or other impervious surfaces shall occur within the Significant Upland Wildlife Habitat Conservation Area unless specifically conforming to a wildlife management plan as approved by the City of New Port Richey, Florida.

Section 6. Non-Liability for Fluctuation of Water Levels. Neither Developer, or 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 7. 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.

ARTICLE V - PROPERTY RIGHTS OF OWNER

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the 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 an Owner for any period during which any regular annual assessment levied under this Declaration against his 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 of Incorporation;

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

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

Section 2. Delegation of Use. Any 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 contract purchasers provided the foregoing actually reside at the Owner's Lot.

Section 3. Title to Common Area. Developer shall convey title 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 Owner of a Lot 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 holding a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. Developer shall be a member so long as it owns one or more Lots.

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

(b) Class B. The Class B member of the Association shall be Developer 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 Developer which have not been converted to Class A as provided below. Developer shall be entitled to three (3) votes for each Class B Lot which it owns.

(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 ninety percent (90%) of the Lots are conveyed to Owners, other than Developer; or

(ii) On December 31, 2024; or

(iii) When Developer waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by Developer pursuant to Article XI hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by Developer (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding Developer), then any Class A Lots owned by Developer shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE VII – MAINTENANCE AND REPAIR OBLIGATIONS

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

(a) Maintenance of Homes. With respect to Improvements upon the Properties, the Association shall be responsible for painting, repairing and replacing, as and when it deems same reasonably necessary, the exterior Building surfaces of each Home, including but not limited to the exterior walls, roof, fencing originally installed by Developer and any approved replacements thereof, and the grounds and landscaping upon the portions of each Home which are visible from the Common Properties, excluding those portions of the grounds and landscaping within the individual Lots; provided that the painting, repair or replacement (as the case may be) is not necessitated by fire or other casualty; provided, further, that the Association shall not be obligated to maintain any improvements added by the Owner, nor shall the Association be obligated to maintain or repair the windows of a Home.

To the extent such painting, repair or replacement is necessitated by the negligence or misconduct of the Owner, tenants, guests, or invitees, or of other Owners or their tenants, guests, or invitees, the cost and expense thereof shall be paid by such Owners. Except as otherwise provided herein, routine maintenance and repair expenses incurred by the Association from time to time shall be assessed to all Homes and their respective Owners' in the Property as a Common Assessment in accordance with Article VIII 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 interior wall, floor, ceiling, or wall covering which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Article VII, and the Owner shall bear the cost of any such loss or damage.

Owners may not alter, modify or change the exterior of their Homes, except to add an outdoor kitchen, subject to the written approval of Developer, the Association or the Design Review Board. Owners may plant their own landscaping, but must thereafter maintain and water the same in a fresh condition.

(b) Common Area. The Association shall maintain, or provide for the maintenance of, all of the Common Area and the Improvements thereon, including but not limited to all recreational facilities, commonly metered utilities, gas lighting, water collection cistern, wells, irrigation systems, docks, boat launch, pier, boat slips, and the interior and exterior of all recreation buildings, and any and all utility facilities and buildings on the Common Areas. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Area. It is understood that, from time to time, the City of New Port Richey, Florida, and/or its assigns may be required to disturb paved surfaces to repair or

maintain city-owned utilities. Upon completion of this work, the City will NOT be required to replace and refinish any paved surface that may have been disturbed. This will be the sole responsibility of the Association. 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.

Section 2. Manager. The Association may 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.

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 of Incorporation 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 for the Common Area. 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 Lot Owner shall be obligated to procure and maintain fire, windstorm and all hazard insurance on the their respective Dwellings and buildings and the contents of the Dwelling and all improvements not the responsibility of the Association, and for the personal property of the Lot Owner and public liability insurance. The Lot Owner shall be obligated to file annually with the Association, certificates of insurance evidencing the insurance required. In the event the Lot Owner fails or refuses to obtain and keep current appropriate fire, windstorm and all hazard insurance, then following thirty (30) day written notice from the Association to the Lot Owner, the Association shall have the absolute right to force place such insurance and bill the Lot Owner for such cost, which such cost shall represent a lien on the Lot and Dwelling and a charge against the Lot Owner and may be foreclosed by the Association in the same manner as assessments.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation 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. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article VII, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

Section 7. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner’s tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and 00/100 Dollars ($100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and 00/100 Dollars ($1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such 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 an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

Section 8. 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 Developer unless the members of the Association entitled to cast votes have approved such action by a vote of seventy-five percent (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, cross claim 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 Developer, or occupant, other than Developer, to enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions.

Section 9. Owners Responsibilities: Each Owner shall be responsible for the following:

(a) Maintenance of Home. With respect to Improvements upon the Properties, each Owner shall be responsible for keeping the interior and exterior of his Home 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 and exterior doors (including garage doors), interior and exterior windows, walls, conduits within the walls serving the Home, courtyard terraces, screens, and all other portions of their Home 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 Home.

(b) Repair and Reconstruction after Casualty. If a Home 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. Any such work shall be in accordance with the Home's original plans and specifications unless otherwise authorized by the Board and shall be otherwise subject in all respects to the provisions of Article X hereof.

(c) Insurance. Each Owner shall be responsible to keep the Dwelling and its contents of the Owner's Home and other improvements not the responsibility of the Association, insured in an amount acceptable to the 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. The Lot Owner shall be obligated to file annually with the Association, certificates of insurance evidencing the insurance required. In the event the Lot Owner fails or refuses to obtain and keep current appropriate fire, windstorm and all hazard insurance, then following thirty (30) day written notice from the Association to the Lot Owner, the Association shall have the absolute right to force place such insurance and bill the Lot Owner for such cost, which such cost shall represent a lien on the Lot and Dwelling and a charge against the Lot Owner and may be foreclosed by the Association in the same manner as assessments.

(d) Trash Collection. The Association shall arrange for trash collection from a common receptacle or individual pick-up and include the cost from same in the budget. The Owner shall haul all trash to the common trash receptacle or individual pick-up area (i.e, end of driveway).

(e) Failure to Perform. If an Owner fails to comply with the foregoing provisions of this Section, the Association may proceed in court to enjoin compliance with them.

Section 10. Damage to Buildings:

(a) Exterior Appearance and Design. Owners of Homes which have suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of the

Improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant such approval only if upon completion of the work the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing together with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work. To the extent that any rebuilding or repair work is undertaken, the Association shall be responsible for rebuilding or repairing those portions of the Building for which it is responsible to repair and maintain, and the Owner shall be responsible for rebuilding or repairing those portions of the Building for which it is responsible to repair and maintain.

(b) Time Limitation. The Owner or Owners of any damaged building, the Association and the Architectural Committee 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.

(c) Developer's Exemption. Developer shall be exempt from the provisions of paragraphs (a) and (b) of this Section.

ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Developer, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, 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.

Additionally, there shall be a one time capital contribution fee of Three Hundred and 00/100 Dollars ($300.00), 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. Developer, while in control of the Association, shall use the funds paid to this account by each Owner to pay the operational costs 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, and for the improvement and maintenance of the Common Area and of the Lots and Dwellings as provided herein, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles of Incorporation 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, if any; 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 Developer 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, and the maintenance and repair obligations set forth herein to be performed on the Lots and the Dwellings.

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by Developer of the first Lot to an Owner, the maximum annual Common Expenses assessment per Lot shall be Three Thousand Six Hundred and 00/100 Dollars ($3,600.00).

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by Developer of the first Lot to an Owner, the Maximum Annual Assessment for Common Expenses as stated above may be increased each year not more than the increase in the Consumer Price Index (published by the Bureau of Labor Statistics of the US Department of Labor Statistics for All Urban Consumers) from the prior years maximum assessment plus ten percent. 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 conveyance by Developer of the first Lot to an 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.

(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 reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.

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 Sections 3 and 4 of this Article VIII shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes 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 percent (20%) 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. Developer's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles of Incorporation or Bylaws to the contrary, as long as there is Class B membership in the Association, Developer shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Developer shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than Developer, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. Developer may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Developer shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Developer. Developer shall not be responsible

for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Developer shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Developer, the Lot shall be assessed in the amount established for Lots owned by Owners other than Developer, prorated as of and commencing with the date of closing. Notwithstanding the foregoing, any Lots from which Developer derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than Developer, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VIII shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization except for Lots.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from Developer to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on a quarterly basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by Developer, 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 10. 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 impose a minimum "late charge," not to exceed five percent (5%) of the quarterly annual assessment due, for administrative expenses incurred in connection with each delinquent assessment. 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 11. 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 shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, 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, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. 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 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner shall fail to perform any maintenance, repair or replacement, or fails to obtain proper permission and approval from the Design Review Board 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 Design Review Board approval or without first seeking and securing permission to do so from the Design Review Board in accordance with Article X hereof, 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 15. 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 16. Cable Television**.** Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television, internet, and Wi-Fi services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service 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 Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 17. Visual Security. Declarant 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 Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 18. Community Bulletin Board. Declarant 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 Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

ARTICLE IX - USE RESTRICTIONS

Section 1. Residential Use. All of the Property shall be known and described as residential property and no more than one 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 IX.

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. Dwelling. No Dwelling shall have a floor square foot area of less than one thousand (1,000) square feet, exclusive of screened area, open porches, terraces, patios and garages. All Dwellings shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All Dwellings shall have at least a two (2) car garage attached to and made part of the Dwelling. All Dwellings may have a Pad to accommodate and service an RV.

Section 4. Lot Owner's Responsibility for Boundary Walls. Lot Owners other than Developer shall not alter or modify any perimeter/exterior boundary wall installed by 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 IX shall not be the responsibility of the Lot Owner, 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 Developer and its agents in connection with its operations.

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 hereinafter provided for Developer and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot 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. Developer's rights under the preceding sentence shall terminate on December 31, 2024, unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pasco County, Florida. It is the express intentions of this Section that the rights granted Developer to maintain sales offices, general business offices and model homes shall not be restricted or limited to Developer's sales activity relating to the Properties, but shall benefit Developer in the construction, development and sale of such other property and Lots which Developer may own.

Section 7. Animals. No animals, livestock, exotic animals, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other small, common household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no Dwelling shall be occupied by more than two (2) dogs or two (2) cats. There shall be no aggressive breeds of pets allowed. No person owning or in custody of an animal shall allow the animal to stray or go upon another Lot without the consent of the Owner of such Lot. Each animal must be on a leash and in full physical control by the Owner or Owner's family member at all times when the animal is outside of the Owner's Lot. All excretions shall be immediately removed from the Property by the owner or caretaker of

the pet, placed in a sealed container and placed in the Owner's solid waste container. The Board of Directors may make reasonable rules with respect to animals.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Developer, 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, walls 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 has erected a privacy fence or monument as provided in Subsection 2 (c) of Article III hereof.

Section 9. Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot. Owner shall use the centrally located mail kiosk.

Section 10. Balcony. No trash, garbage, waste material or storage of any kind shall be allowed on the balcony or patio of a Dwelling. Owner shall only be permitted to place outdoor furniture on the balcony or patio.

Section 11. Solar Devices. No solar devise or solar film of any nature shall be permitted to be placed on the exterior of any Dwelling or so as to be visible from the exterior of any Dwelling.

Section 12. Storage. No electrical machinery, devise, apparatus, bike, motorcycle, fixture, or any other item shall be permitted to be stored on any Lot so as to be visible from the exterior of any Dwelling. 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 13. Vehicles. The parking or storage of automobiles except in designated areas of the Properties is prohibited without express prior written permission of the Association (parking or storage of boats, trailers, or aircraft is expressly prohibited). Vehicles are to be parked in the garage. In the event all vehicles cannot be parked in the garage, then such vehicle(s) must be parked in a paved/finished space specifically designated as a parking area by the Association. The overnight parking of vehicles of any kind in the Common Area is prohibited except in areas designated as parking areas by the Association. 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, aircraft, 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 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 14. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be prohibited.

Section 15. 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 16. Common Area Lighting. In accordance with Section 9 of Article I and Section 1 of Article II hereof, the cost of Common Area lighting (includes gas lighting), if any, shall be a Common Expense of the Association.

Section 17. 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.

Section 18. 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 Design Review Board. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground. 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. A standard real estate broker sign substantially meeting these requirements may be placed on the Lot without Design Review Board approval. Notwithstanding the foregoing provisions, Developer 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 19. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, except as follows:

(a) With the express written consent of the Association.

(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, an 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 Owner's 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 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 20. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any 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 21. Rules and Regulations. No 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 22. Flags and Flagpoles. Other than Developer, an 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 23. Tanks/Water Treatment Devices. The placement or maintaining on a Lot of any and all kinds of above ground and in 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. Water treatment devices, machines, or apparatus shall not be placed on the exterior of a Dwelling.

ARTICLE X - ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Design Review Board shall consist of three (3) members. The initial members of the Design Review Board shall consist of persons designated by 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 Developer. Thereafter, each new member of the Design Review Board 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 Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

Section 2. Purpose and Function of Design Review Board. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within COTTAGES AT OYSTER BAYOU a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural, design, 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 COTTAGES AT OYSTER BAYOU. Neither Developer nor the Design Review Board, 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 COTTAGES AT OYSTER BAYOU or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, statutes, exterior lighting, 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 Lot, 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 therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board 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 COTTAGES AT OYSTER BAYOU community in general. The Design Review Board 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 COTTAGES AT OYSTER BAYOU.

Section 5. Design Standards and Design Review Manual for COTTAGES AT OYSTER BAYOU. The Design Review Board may develop, adopt, promulgate, publish and make available to all 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 Design Review Board 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 Design Review Board. Until Developer's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by Developer 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 Design Review Board shall, in its discretion, determine. Such Design Review Manual, if created by the Design Review Board shall be used by the Design Review Board and other affected persons only as a guide and shall not be binding upon the Design Review Board 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 Design Review Board may develop, adopt, promulgate, publish and make available to all 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 Design Review Board 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 Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board 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 X, 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 Design Review Board, 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 Design Review Board pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars and 00/100 Dollars ($50.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

Section 7. Time Limitation on Review. The Design Review Board 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 Design Review Board. The failure of the Design Review Board 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 Design Review Board or by Developer 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 Design Review Board on resubmission in any respect.

Section 9. Inspection of Construction. Any member of the Design Review Board or any officer, director, employee or agent of Developer or the 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 Design Review Board.

Section 10. Evidence of Compliance. Upon a request therefor from, and at the expense of, any 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 Design Review Board 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 Design Review Board, the Design Review Board 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 X as of the date of such inspection.

Section 11. Interior Alterations Exempt. Nothing contained in this Article X shall be construed so as to require the submission to or approval of the Design Review Board 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 Design Review Board, 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. Developer Exempt. Developer shall be exempt from compliance with the provisions of this Article X.

Section 13. Exculpation for Approval or Disapproval of Plans. Developer, any and all members of the Design Review Board 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 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 X, 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 Design Review Board for consent or approval pursuant to the provisions of this Article X, by the submission thereof, and each Owner by acquiring title to any Lot or 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 Developer, the Design Review Board, 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 Design Review Board, or by Developer or the 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 Developer, the Design Review Board, 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 X.

ARTICLE XI - GENERAL PLAN OF DEVELOPER

Section 1. General Plan of Development. Declarant has on file with Developer at its business office, presently located at 35246 U.S. Highway 19 N., Suite 149, Palm Harbor, Florida 34684, 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 shall not bind Developer to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by Developer, in whole or in part, at any time, or discontinued. 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, Developer 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 Developer'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 shall require Developer 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 Pasco County, Florida, 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 Pasco County, Florida. 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, Developer and any 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 XI. Failure of the Association, Developer, or any 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. 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 effect 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 Pasco County, Florida, by:

(a) An instrument signed by Developer, as provided in Section 6 of this Article XI; 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 Developer, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of Developer under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by Developer, as evidenced by its written joinder. No amendment to Section 8 of Article VII hereof shall be valid unless approved by seventy-five percent (75%) of the membership.

Section 7. Exception. Notwithstanding any provision of this Article XI to the contrary, Developer shall have the right to amend this Declaration, from time to time, so long as Developer owns a Lot 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 or any other amendment which Developer 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 Developer and shall be effective upon its recording in the Public Records of Pasco County, Florida. 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 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 Owner.

Section 9. Assignments. Developer 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 Developer 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 Developer under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the 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, Developer 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. Developer makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Developer, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, 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. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in this Section and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within fifteen (15) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Developer, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall Developer be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by Developer or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article XI shall be developed only for use as designated on the Master Plan, subject to Developer's rights to modify, unless FHA or VA approval has been sought by Developer and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article XI is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, Developer neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. Developer shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject

to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles of Incorporation, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of reach class of members of the Association present in person or by proxy at a meeting of members called for such purpose.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b (1) of this Article XI shall be made by Developer filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c (4). Such Supplement need only be executed by Developer and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A."**

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b (1) of this Article XI, Developer shall submit to VA or FHA plans for the development thereof, if Developer has sought VA or FHA approval.

(4) Nothing contained in this Article XI shall obligate Developer to make any additions to the Properties.

(d) Voting Rights of Developer as to Additions to the Properties. Developer shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article XI. Upon such land or portion thereof being added to the Properties, Developer shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

(e) Assessment Obligation of Developer as to Additions to the Properties. Developer shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article XI. At such time, Developer shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 13. 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 Developer, its successors nor assigns, shall be obligated, however, to make any additions or modifications. Developer further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

ARTICLE XII - DISPUTE RESOLUTION

In the event there is a dispute concerning the rights, obligations or remedies of an Owner or Developer under this Declaration, such matter shall first be submitted to Mediation in accordance with § 720.311, Florida Statutes. In the event mediation is not successful in resolving all issues between the parties, all unresolved claims, disputes or other matters in question shall be decided by mandatory and binding arbitration in accordance with Chapter 720, Florida Statutes and the rules of the American Arbitration Association ("AAA") currently in effect unless the parties mutually agree otherwise. For disputes not governed by § 720.311, Florida Statutes, the following procedures shall apply:

(a) Demand for arbitration shall be filed in writing with the opposing party and with the AAA. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. "Construction Rules" will be utilized in any arbitration proceeding under this Paragraph.

(b) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) All filing fees and AAA costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that all such expenses shall be recovered by the filing party in the event said party prevails. Any issues regarding who is the prevailing party shall be determined by the arbitration panel. The prevailing party also shall recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal of the arbitration award, or confirmation by a court of law.

(d) If and only to the extent a matter arising under this Agreement cannot be resolved by arbitration pursuant to this Paragraph, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs at the trial level and at all levels of appeal. In such event, to the maximum extent permitted by law, each of Developer and Owner knowingly, voluntarily, intentionally and irrevocably waive all right to trial by jury in respect of any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or related to any of the provisions of this Declaration, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto or to any document pertaining to this Declaration. This provision is a material term of this Declaration. The parties hereby submit to the jurisdiction of the Civil Courts of the State of Florida and the United States District Courts located in the State of Florida in respect of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the county in which the Property is located.

ARTICLE XIII – OVERRIDING PROVISIONS

Section 1. Enforcement. Notwithstanding any other provisions of this Declaration, the provisions of this Article XIII shall supersede all other provisions of this Declaration which may conflict with the provisions of this Article XIII.

Section 2. Recreational Vehicles. Each Lot will have appurtenant thereto an RV Pad sufficiently large to accommodate a Class A or other RV as defined in Section 32 of Article I hereof. Any RVs older than ten (10) years, as of the date of occupying a Pad, shall be subject to the approval of the

Board of Directors. The Pads shall be reinforced concrete with paver edging. Each Pad shall be provided with electric, water and sewer RV hookups, separately metered to the Lot Owner. Neither the Association, Developer, Management Company or rental agent shall have any responsibility for insuring any RV or other vehicles located within the Property. Lot Owners and other persons bringing a Recreational Vehicle, car or other vehicle upon the Property shall be responsible for insuring said vehicle for all damage to persons or property of others caused by said vehicle. Each RV must be legally titled and contain current license plates. The RV must be road ready and capable of leaving the Property under its own power, except for towable (by design) RVs. No more than three (3) vehicles of any type (automobile, RV or motorcycle) may occupy a Lot simultaneously. If an Owner is occupying a Home and also has a parked RV, subject to the terms of this Declaration, the Owner may rent both the Home and RV or the Pad, or each to third parties, guests, or invitees. RVs may not be parked on an Owner's Lot "permanently" or for any period longer than eight (8) months.

Section 3. Rentals. Subject to the terms hereof, Owners shall be permitted to rent their Home, RV, Pad or each, through the Management Company, which, until further notice from Developer shall be OYSTER BAYOU MANAGEMENT LLC. The Management Company shall be the exclusive rental agent for all rental property, including direct contact between an Owner and a prospective renter. If an Owner desires to rent any portion of his Property, including RVs, the Owner shall give the Management Company not less than seven (7) days written notice of Owner's intent to rent a portion or all of his Property, including the terms of said rental and the name, home address, email address and telephone number of all prospective renters. The Management Company shall be authorized to charge a reasonable fee for acting as the rental agent, which shall be determined by the Management Company, in its sole discretion, from time to time. Under no circumstances shall an Owner be permitted to rent any portion of his Property for less than seven (7) days. All Owners and renters shall sign a lease agreement prepared by the Management Company upon taking possession of any portion of the Property. This Section shall be a covenant running with the land, binding each Lot and Owner for a term of fifty (50) years from the date of this Declaration. The provisions of this Section shall be binding upon all Owners, their successors and assigns. All Owners and the Association acknowledge the need for consistent administration and uniform promotion and maintenance of the image of COTTAGES AT OYSTER BAYOU in the recreational vehicle industry and hereby acknowledge that the rights of Developer set forth in this Section constitute the essence of Developer's agreement with the Association and Lot Owners, regarding rentals and operation of COTTAGES AT OYSTER BAYOU. The Association and Owners further recognize that the intention of Developer, the Association and Owners as evidenced by this Section is to create and maintain a luxury recreational vehicle resort. The provisions of this Section shall not be revoked, modified or amended without the written consent of Developer. **Each Owner acknowledges and agrees that neither Developer, the Management Company or rental agent makes any representation, guarantee, warranty or otherwise, whether express or implied, regarding rental income potential, profitability, economic benefit, occupancy rates or any other matter relating or pertaining to any revenue the Owner might anticipate realizing from the rental of his/her/its Home, RV or Pad.**

Section 4. Rental of Recreational Equipment. Developer and the Management Company shall own and offer Owners rental of certain recreational equipment, including, but not limited to, kayaks, canoes, paddle boards, boat slips, docks, pontoon boats, fishing pier and boat launch. Developer and the Management Company, in their sole discretion, may make such equipment and facilities available to Owners and their guests free of charge or at such rates and terms as Developer and the Management Company may determine from time to time. Boat slips and docks may not be purchased by Owners, but may be rented through the Management Company. Use of the boat launch are limited to flats boats or pontoon boats.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused this Declaration to be executed by its duly authorized officers as of this _____ day of _____, 20_____.

Witness as to both signatures:
Signed, sealed and delivered in our presence.

OYSTER BAYOU MANAGEMENT LLC,
a Florida limited liability company

_____

By: _____
Chris Dufala, Manager

Witness Name: _____

COTTAGES AT OYSTER BAYOU
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

_____

Witness Name: _____

By: _____
Chris Dufala, President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this ____ day of _____, 20____, by Chris Dufala, as Manager of OYSTER BAYOU MANAGEMENT LLC, a Florida limited liability company, and as President of COTTAGES AT OYSTER BAYOU HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who [ ] is personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

Exhibit "A" - Legal Description
Exhibit "B" - Articles of Incorporation
Exhibit "C" - Bylaws
Exhibit “D” - Plat

EXHIBIT "B"
ARTICLES OF INCORPORATION

EXHIBIT "D"
PLAT