

PINELLAS COUNTY FLA.
INST # 90-219/05

*** OFFICIAL RECORDS ***
BOOK 7352 PAGE 1201

01 RECORD
21250
217.50
DIT

BAYOU CLUB COMMUNITY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration covering, in part, that certain subdivision located in Pinellas County, Florida known as BAYOU CLUB ESTATES, REPLAT PHASE I, according to the plat thereof as recorded in Plat Book 105, Pages 74 through 76, inclusive, Public Records of Pinellas County, Florida.

WHEREAS, BARDMOOR/BAYOU CLUB, LTD., a Florida limited partnership, is the owner in fee simple of certain real property located in Pinellas County, Florida, known by official plat designation as:

BAYOU CLUB ESTATES, REPLAT PHASE I according to the plat thereof as recorded in Plat Book 105, Pages 74 through 76, inclusive, Public Records of Pinellas County, Florida.

WHEREAS, the Developer owns additional lands lying and being situated in Pinellas County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Development Lands"); and

WHEREAS, from time to time, the Developer may desire to submit such Development Lands, in whole or in part, to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, from time to time, the Developer may elect to convey portions of the Development Lands to the BAYOU CLUB COMMUNITY ASSOCIATION, INC. (hereinafter referred to as "Association") for the use and benefit of the members of the Association, as defined herein;

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the property constituting the subdivision described hereinabove and the Development Lands, Developer hereby declares that (i) BAYOU CLUB ESTATES, REPLAT PHASE I according to plat thereof as recorded in Plat Book 105, Pages 74 through 76, inclusive, Public Records of Pinellas County, Florida, which is and shall be subject to this Declaration and (ii) all other of the afore-described real property which is or becomes subject to this Declaration, and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all persons having any right, title or interest in said property or any part thereof, their grantees, heirs, successors and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

This instrument was prepared by
and is to be returned to:
Aileen S. Davis
Lawson, McWhirter, Grandoff & Reeves
Post Office Box 3350
Tampa, FL 33601-3350

24152001 WJB 08-13-90 16:10:35
01 DCL-BARDMOOR/BAYOU CLUB
RECORDING 1 \$217.50

TOTAL: \$217.50
CASH AMT. TENDERED: \$4.50
CHECK AMT. TENDERED: \$213.00
CHANGE: \$0.00

BRD/5820Dec/900731

AARLEEN F. DEBLAKER, CLERK

ARTICLE I
DEFINITIONS

SECTION 1. "ANNEXED LANDS" means the above described subdivision, with each lot and common space therein, individually, and any and all portions of the Development Lands which, pursuant to the provisions of Article VIII hereof, are subject to the provisions of this Declaration as duly amended from time to time.

SECTION 2. "ARCHITECTURAL CONTROL COMMITTEE" or "ACC" means the Architectural Control Committee of the Bayou Club Community Association, Inc.

SECTION 3. "ARTICLES" means the Articles of Incorporation of BAYOU CLUB COMMUNITY ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "B", as duly amended from time to time.

SECTION 4. "ASSOCIATION" means BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

SECTION 5. "BOARD OF DIRECTORS" or "BOARD" means the Board of Directors or other representative body responsible for administration of the Association.

SECTION 6. "BYLAWS" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C", as duly amended from time to time.

SECTION 7. "CLUB" means THE BAYOU CLUB, INC. and any person or entity who owns and/or manages and operates the Golf Course Lands, their successors and assigns.

SECTION 8. "CLUB MEMBERS" means the members in good standing of the Club from time to time.

SECTION 9. "COMMON AREAS" means any and all real property owned by the Association and any and all improvements constructed thereon, for the common use and enjoyment of the Members.

SECTION 10. "DECLARATION" means this BAYOU CLUB COMMUNITY MASTER DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS, as duly supplemented and amended from time to time.

SECTION 11. "DEVELOPER" means BARDMOOR/BAYOU CLUB, LTD., a Florida limited partnership, its successors, nominees and assigns, provided that Developer indicates in its deed of instrument of conveyance that it is the intent of the Developer to convey all or a portion of its rights as Developer pursuant to this Declaration to such successors or assigns. Developer shall at all times have the right to assign all or any portion of any right or interest it may have hereunder from time to time herein to any successor, nominee or assignee, without consent or joinder from any Owner, Member, the Association, any incorporated or unincorporated association having jurisdiction over any portion of the Development Lands or any member thereof, any holder of a mortgage, lien or other encumbrance upon a Residential Unit, and such successor, nominee or assignee shall exercise the rights granted to it concurrently with and not in contravention of, any of the Developer's right and interest herein. First Florida Bank, N.A. as the acquisition

forth in Article I, Section 16, its successors and assigns, shall have the right to be designated a "Developer" should they choose to become the "Developer" after exercising their rights under the Mortgage and Security Agreement and other documents given in connection with said Mortgage and Security Agreement, or if they accept a deed in lieu of foreclosure of said Mortgage and Security Agreement, if and when they choose to do so by recording a writing in the public records of Pinellas County, Florida, setting forth the legal description of the lands then owned by them which may be subjected to this Declaration and their specific desire to be named a "Developer" as the same applies to those lands only.

SECTION 12. "DEVELOPMENT LANDS" means the real property more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

SECTION 13. "DWELLING" means any residential structure located on a Residential Unit.

SECTION 14. "FUTURE DEVELOPMENT LANDS" means any and all portions of the Development Lands which are not from time to time subject to the provisions of this Declaration.

SECTION 15. "GOLF COURSE LANDS" means any and all lands, whether or not contiguous, used for or upon which is or will be constructed one or more holes of golf, a clubhouse or pro shop, or related facilities, as the same may exist from time to time within the Development Lands.

SECTION 16. "INSTITUTIONAL MORTGAGEE" includes First Florida Bank, N.A., as the acquisition and development lender pursuant to that certain Mortgage and Security Agreement recorded in the public records of Pinellas County, Florida in Official Records Book 7239 at Page 944, any bank, federal savings and loan association, state savings and loan association, institutional investor, mortgage banker, Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), federal agency (e.g., FHA or VA), insurance company, and/or real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Residential Units.

SECTION 17. "MEMBER" means every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 18. "MAINTENANCE" means the exercise of reasonable care to keep the buildings, roads, landscaping, lighting and other related improvements and fixtures within the Common Areas in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth. Maintenance of the Common Areas as defined herein is the responsibility of the Association pursuant to its Bylaws.

SECTION 19. "OPERATING EXPENSES" means the expenses for which Owners are liable to the Association as described in this Declaration and in any of the Exhibits hereto, and includes, but is not limited to, all costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Common Areas and any improvements constructed thereon.

SECTION 20. "OWNER(S)" means the record owner, whether one or more persons or entities, of a fee simple interest in any Residential Unit, as hereinafter defined, which is subject to the terms and conditions of this Declaration, as amended from time to time, and including the Developer for so long as it is the owner of the fee simple title to a Residential Unit, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 21. "RESIDENTIAL UNIT" and/or "UNIT" means any single family residence or residential lot, with the exception of any Common Areas and the Golf Course Lands, contained or constructed within the Annexed Lands and which is subject to the terms and conditions of this Declaration as amended from time to time. In the event that any portion of the Annexed Lands is developed for any residential purposes and remains unplatted, each residential dwelling thereon shall be considered a Residential Unit and shall be subject to the terms and conditions herein. Residential Unit may be referred to from time to time herein as Unit.

ARTICLE II
Property Rights

SECTION 1. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement in favor of all Owners and the Association, and their respective families, agents, servants, contractors, officers, directors, guests, lessees and invitees, to the exclusion, however, of the public at large, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonable intended, subject to the following:

A. The right of the Association to charge reasonable fees for the use of any facility which might be situated upon the Common Areas;

B. The right of the Association to suspend the voting right and right to use of the facilities by an Owner, his family, guests, lessees, employees, agents, servants and invitees for a time period and for reasons including, but not limited to, the following:

1. Any period during which any regular or special assessment against such Owner's Unit remains unpaid; and

2. For a period not to exceed 60 days for any infraction by an Owner, or any of his family members, agents, servants, guests, lessees or invitees of the published rules and regulations of the Association;

C. The right of the Developer and the Association, as more particularly set forth herein, to grant additional easements in and to the Common Areas for utility services and other purposes;

D. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or quasi-public agency or authority or public, quasi-public or private utility for such purposes and subject to such conditions as may be agreed upon by the Members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument, approved by 75% of those Members entitled to vote at a duly called regular or special meeting, agreeing to such dedication or transfer has been filed among the books or records of the Association and

an instrument duly reflecting such dedication or transfer and executed by the properly authorized officers of the Association has been duly recorded in the Public Records of Pinellas County, Florida, with the formalities necessary to record a deed;

E. The right of the Association to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the health, safety and common interests of all of the Owners, and the right of the Association to impose reasonable monetary fines and other sanctions for violation of such rules and regulations or the provisions of this Declaration or Articles of Incorporation or the Bylaws, as more particularly set forth in the Bylaws;

F. The right of the Association to impose reasonable limits upon the number of guests who may use these facilities.

G. The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional property or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas except streets; provided, further, that the creation of any such mortgage shall require approval of 75% of each class of Members; however, for as long as the Developer owns any Unit subject to this Declaration, no approval shall be required by the Members.

H. Access afforded to police, fire, emergency and other public and quasi-public vehicles, to the exclusion, however, of the public at large;

I. The right of the Club, its officers, employees, agents and contractors, and Club Members, if any, and their families, guests and invitees to use the private streets within the Annexed Lands for the purpose of ingress, egress and regress to and from the Golf Course Lands and any related facilities, part of the consideration for which right is the initial capital contribution of the Developer for the improvements constructed within the Common Areas, and the beneficial effect the Golf Course Lands have on the market value of the Units.

J. Any limitations on use contained elsewhere in this Declaration.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, its right of enjoyment to the Common Areas and facilities to the members of his family, his lessees, tenants, business invitees, social invitees or contract purchasers who reside in Owner's Unit.

SECTION 3. Limitations upon Use of Common Areas. No Owner may plant, garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas, unless approved in advance in writing by the Board of Directors of the Association, provided, however, the Developer shall have the right to install such improvements as it shall deem desirable, in its sole discretion, in connection with the development of any portion or all of the Development Lands.

SECTION 4. Easements of Encroachment. There shall be reciprocal, perpetual, non-exclusive easements between adjacent Units, common areas of any subdivision or planned unit development within the Annexed Lands and any portion or portions of the Common Areas adjacent thereto, for any encroachment due to placement,

settling or shifting of the improvements constructed, reconstructed or altered thereon, including but not limited to roof overhangs, gutters, down spouts, rain water run-off therefrom and perimeter walls or footers, provided such construction, reconstruction or alteration is in accordance with the terms and conditions of this Declaration. Such easements shall exist to a distance of not more than 5 feet as measured from any point on the common boundary between each adjacent Unit or common areas of any subdivision or planned unit development within the Annexed Lands and any adjacent portion or portions of the Common Areas along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements for the use and benefit of the Association, any management or maintenance company hired or contracted with by the Association, the association primarily responsible for the operation of the residential community in which the Unit, or common area is located, the Owners of the Units, and their respective successors, assigns, employees, contractors and agents. No such easement of encroachment shall exist for any such encroachment occurring as a result of the willful or intentional conduct of an Owner.

SECTION 5. Easements for Ingress, Egress and Utilities.

A. Utilities. There shall be perpetual, non-exclusive easements in, over, under and upon the Common Areas and the Annexed Lands as may be required for utility services in order to adequately serve the Units, the Common Areas, the Annexed Lands and Development Lands in whole or in part, including, but not limited to, electricity, telephone, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security facilities. However, easements through Units shall be only according to the plans and specifications for such Units or as actually constructed or reconstructed unless approved in writing by the Owner thereof. The Association shall have the right to enter any Unit to inspect, maintain, repair or replace such utility service facilities and to remove any improvements interfering with or impairing the utility services or easements herein provided, and any such entrance shall not be deemed a trespass.

B. Pedestrian and Vehicular Traffic. Subject to reasonable security precautions imposed by the Association, including, but not limited to installation and operation of guard houses or gate houses, there shall be easements for pedestrian traffic over, through, across and upon sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Areas and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Areas as may from time to time be paved and intended for such purposes, such easements being for the use and benefit of the Association, the Developer, the Owners, and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees, to the exclusion, however, of the public at large, subject to the following:

1. Traffic in any of the private streets, roads or ways within the Annexed Lands shall be subject to the provisions of the laws of the State of Florida concerning operation of motor vehicles on public streets. In lieu of criminal penalties, the traffic laws, as they exist from time to time, shall operate as restrictive covenants and shall be enforceable by the Board.

2. Reasonable speed limits may be designated by the Board and shall be posted on the roads, streets and ways within the Common Areas.

3. Only drivers licensed to operate motor vehicles by the State of Florida or by another state in the United States may operate any type of motor vehicle upon the streets, roads and ways within the Annexed Lands.

4. The Board shall have the power to promulgate, administer and enforce reasonable rules and regulations for control of traffic and for security.

5. Automobiles, motorcycles and other vehicles with noisy exhaust systems shall not be operated within the Annexed Lands.

6. There shall be no racing of any nature whatsoever on the streets, roads and ways within the Annexed Lands.

7. All vehicles of every kind and nature which are operated on the streets, roads and ways within the Annexed Lands shall be operated in a careful and quiet manner, and with consideration for all members of the community, and in a manner to be expected from a reasonable, prudent person.

8. Notwithstanding anything to the contrary contained herein, the Association shall not have the power to suspend, impair the creation or existence of any of the pedestrian or vehicular traffic easements set forth in this Paragraph, provided, however, the Association and the Developer, during such time as it owns any portion of the Development Lands, shall have the right to place gates or gate houses across the streets or roads within the Annexed Lands at the entrance to any one or more residential communities, any other portion of the Annexed Lands or the Golf Course Lands. The cost of installation of any such gate or gate house shall be the responsibility of the Developer or, in the event the Association installs such gate or gate house, the Owners of the Units within such residential community or other portion of the Annexed Lands. The cost of maintenance, replacement or repair of such gates or gate houses shall be the responsibility of the Association and shall be included in the Operating Expenses, provided, however, the declaration of covenants, conditions and restrictions may place the obligation for maintenance, replacement and repair of such gates or gate houses and the responsibility for the cost thereof upon the residential community association having jurisdiction over the residential community served by the gate or gate house, or upon the owner of the other portion of the Annexed Lands served thereby.

C. Developer's Ingress and Egress. The Developer expressly reserves a perpetual, non-exclusive easement for ingress, egress and regress over the Common Areas and the Annexed Lands.

D. Additional Development. The Developer hereby reserves, as an appurtenance to any portion of the Development Lands owned by Developer from time to time, perpetual, non-exclusive easements over, under, across and upon all of the Common Areas and the Annexed Lands for ingress, egress and regress and easements for utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, telephone, television transmission facilities, security services, electronic and other facilities in connection therewith and the like to all or any portion of the Development Lands, whether or not said property is subject to the terms and conditions of this Declaration.

E. Perpetual Easements. Notwithstanding anything to the contrary in this Declaration or the Articles of Incorporation or the Bylaws of the Association, as duly amended from time to time, no easement set forth herein providing for pedestrian or vehicular traffic or for ingress, egress or regress in, over, upon or through the Common Areas or the Annexed Lands may be terminated, said easements being perpetual, and no termination of any or all of the restrictive covenants contained herein, nor any termination of the Declaration in its entirety shall operate to terminate such easements.

SECTION 6. Grant of Additional Easements by Developer, Modifications and Terminations. Developer hereby expressly reserves, so long as it owns any portion of the Development Lands, as an appurtenance to any such portion of the Development Lands as it owns from time to time, the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas and any portion of the Annexed Lands and Future Development Lands in favor of the Developer or the Association and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees, or in favor of any person, entity, or private, public or quasi-public authority, or utility company, as the Developer may deem desirable for the proper operation and maintenance of the Common Areas and the Annexed Lands and the development, improvement, sale or lease of the Future Development Lands, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements, will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of the Association, any residential community association, any Owner or any mortgagee of any Unit shall be required or, if some would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Owners and mortgagees of Units so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Developer as their attorney-in-fact for the foregoing purposes. Except as specifically set forth in this section, the Developer shall not have the right to modify, relocate, abandon or terminate existing easements created for the use and benefit of any person or entity without the consent or approval of such person or entity as required by law or the instrument creating the easement.

SECTION 7. Grant of Easements by the Association; Modifications and Termination. Unless expressly prohibited pursuant to the terms of this Declaration, the Association shall have the right, without the joinder of any Owner, to grant, modify, move or terminate any easement which crosses or constitutes a part of the Common Areas. Provided, however, this section shall not be deemed or interpreted to authorize or grant to the Association the right to grant, modify, move or terminate any easement created in whole or in part for the use or benefit of any person or entity other than the Owners, or crossing any property other than the Common Areas, without the consent and approval of such person or entity as required by law or by the instrument creating the easement.

SECTION 8. Water and Sewer Service. It is contemplated that water and sewer service will be provided to the Development Lands by the City of Pinellas Park, Florida, and Pinellas County, Florida. However, in the event it shall become necessary for the Association to manage, operate, maintain, repair or replace the water and sewer facilities serving all or any portion of the Annexed Lands, the Association, its officers, agents, contractors and employees shall have easements over all portions of the Annexed Lands for the purpose of performing such management, operation, maintenance, repair or

replacement, specifically including but not limited to the right to enter upon Units and residential communities, Common Areas and other portions of the Annexed Lands for the purpose of reading water and sewer meters. Provided, however, nothing contained in this section or in any other provision of this Declaration or the Articles of Incorporation or Bylaws of the Association shall be deemed or interpreted to create an obligation upon the Association to perform such management, operation, maintenance, repair or replacement during any time period when such management, operation, maintenance, repair or replacement is to be performed by any private, quasi-public or public utility company or any governmental authority.

SECTION 9. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in any portion of the Development Lands or the Annexed Lands seek judicial partition of the Common Areas.

SECTION 10. Association's Easement and Right of Entry. There shall be a perpetual, non-exclusive easement over, under, across and upon the Annexed Lands for the use and benefit of the Association, its successors and assigns, and their respective officers, employees, contractors and agents for the purpose of performing any and all operation, maintenance, management, repair, replacement, installation or construction to be performed by the Association pursuant to this Declaration or its Articles of Incorporation or Bylaws, as duly amended from time to time. The Association, through its duly authorized officers, agents, employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Unit, Common Area, or any portion of the Annexed Lands, at any reasonable hour of the day, to perform such maintenance as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Unit, Common Areas or any portion of the Annexed Lands, the Association shall have the right to enter thereon as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. No entrance upon a Unit, the Common Areas or any such portion of the Annexed Lands pursuant to this section shall be deemed to be a trespass.

SECTION 11. Damage to Common Areas. In the event the Board determines in its reasonable discretion that any Owner, or any member of such Owner's family, or his agent, servant, guest, lessee, tenant, guest or invitee, is responsible for damage to any portion of the Common Areas, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repair and replacement deemed necessary. The Owner shall have 15 days from the date of mailing of the notice by Certified United States Mail to complete the maintenance, repair or replacement or appear before the Board to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair or replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the regular assessment for which the Owner is responsible. Such cost and all costs of collection thereof, including but not limited to reasonable attorney's fees, shall also become a lien against the Unit of the Owner enforceable by the Association as provided herein, and shall also be a personal obligation of such Owner.

SECTION 12. Development of Development Lands. Until the Developer completes the development and sale of all Units and other improvements to be constructed within the Development Lands, Developer, and all of its employees, agents, officers, directors, contractors, subcontractors and real estate sales people or brokers, shall have the following rights with regard to the Common Areas and all other portions of the Development Lands:

A. Transaction of Business. The right, but not the obligation, to transact on the Common Areas, the Future Development Lands and any portion of the Annexed Lands which the Developer owns, any and all business necessary to consummate the development and sale of residential units or such other interests in real property as the Developer, in its sole and absolute discretion, may determine, and such business shall include but not be limited to, the right to erect signs and maintain a sales or business office or offices on the Common Areas and Development Lands, place employees in the sales or business office(s), use the Common Areas and improvements constructed thereon, and to conduct any and all business related to the construction, development and operation of the Golf Course Lands, including but not limited to maintaining and staffing sales or business offices, temporary or permanent tennis or golf pro shops, temporary or permanent clubhouse or clubhouses and related facilities. Unless specifically conveyed to the Association by Bill of Sale or pursuant to this Declaration, the foregoing personal property or real property, or improvements constructed thereon shall not be considered Association property, and shall remain the property of the Developer.

B. Use of the Common Areas. Use, occupy and demonstrate all portions of the Common Areas for the purpose of promoting and aiding the sale or rental of Units and exercising all other rights granted to or reserved by the Developer in this Declaration or the Articles of Incorporation or the Bylaws of the Association.

C. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the Common Areas. The size, shape, color, materials, content and information contained in such promotional materials shall be determined in the sole and absolute discretion of the Developer.

D. Structures. Construct and maintain on any part or parts of the Development Lands, Future Development Lands or Annexed Lands owned or controlled by Developer, any and all structures as may be necessary in the sole and absolute discretion of the Developer for the completion of the construction, development and sale of Units the establishment of a residential community, the disposition of Units by sale, lease or otherwise, or the development, construction or improvement of any nature whatsoever determined to be desirable or necessary in the sole and absolute discretion of the Developer.

E. Actions by Association. During any period in which the Developer holds any Units or any other property or improvements within the Development Lands for sale, the Association shall not, either through its Board or the membership, without Developer's prior approval in writing, take or permit any action by the Association which would be detrimental to the development, sale, lease or other use or disposition of Units or any other property or improvements within the Development Lands owned by the Developer.

F. No Obligation to Develop. Notwithstanding anything to the contrary contained herein or in any promotional or advertising material, the Developer may or may not, in its sole and absolute discretion, develop the Future Development Lands in any manner which it desires, including but not limited to development, construction and sale of separate residential communities, recreation areas, a golf course or courses, or other forms of development and types of construction, all without the joinder of any person or entity of any nature whatsoever, provided, however, the Developer shall not in any manner be deemed to have obligated itself or be required to follow any particular plan of development or construction or to develop all or any portion of the Development Lands. In addition, the Developer shall have the absolute right, to be exercised in its sole discretion, to sell all or any portion of the Development Lands owned by it to any persons or entities, and upon such terms and conditions, as the Developer may determine.

In the event the Developer elects to sell or convey all or any portion of the Future Development Lands to any such person or entity, the Developer hereby expressly reserves, in addition to any other similar right or reservation set forth herein, easements over and across the Development Lands for the purpose of ingress, egress, and regress in, over and upon all roads and streets as such may be constructed from time to time upon any portion of the Development Lands, and for the purpose of providing utilities to such portions of the Future Development Lands as may be conveyed by the Developer, including but not limited to, water, sewer, electricity, irrigation, drainage, telephone, cable transmission, security services and electronic facilities.

ARTICLE III Architectural and Builder Control

SECTION 1. For so long as the Developer owns Units or buildable Units within the Development Lands, any person or entity who will be making improvements of any nature to a Unit must be approved in writing by the Developer.

SECTION 2. In order to preserve the value and appearance of the property which is subject to this Declaration, no improvement or structure of any kind, including, without limitation, any building, wall, fence, antenna, satellite dish, or screen enclosure, shall be erected, placed or maintained on any portion of said property; no landscaping or planting shall be commenced or maintained upon any portion of said property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written consent of the ACC, which approval shall be in the sole discretion of the ACC, excluding only buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the ACC.

SECTION 3. The ACC will adopt Design Guidelines for each portion of real property which is submitted to this Declaration which Design Guidelines may be amended from time to time. All Owners must examine the Design Guidelines before undertaking any improvements on a Unit. The Design Guidelines set forth the specific procedure to follow in order to obtain consent and thus be entitled to install, construct or erect any improvement, addition, or deletion to a Unit and sets forth specific criteria with regard to all improvements, additions, or deletions. The ACC shall evaluate all plans and

specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The ACC shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building codes or other governmental regulations.

SECTION 4. The ACC shall have the right to refuse to approve any proposed plans or specifications which, it determines in its sole arbitrary discretion are not suitable or desirable. Any and all approvals or disapprovals of the ACC shall be in writing and shall be sent to the Board and the respective Owner. In the event the ACC fails to approve or disapprove in writing any proposed plans and specifications within 15 days after submission to the ACC of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ACC and the appropriate written approval shall be delivered to the Owner forthwith.

SECTION 5. The ACC shall adopt a schedule of reasonable fees for the processing of applications to the ACC.

SECTION 6. The ACC shall consist of such 3 persons as the Developer, in its sole discretion, shall appoint until such time as the Developer has sold all Units contemplated to be built in the Development Lands. Thereafter, the ACC shall consist of 3 Owners who shall be elected by the affirmative vote of the Owners at the Annual Meeting of the Association. The ACC members shall be selected as the Owners would select directors pursuant to the by-laws of the Association.

SECTION 7. Damage and Destruction of Residences; Approval of Structural Variances. Any Owner who has suffered damage to his Unit or any other improvement constructed on property which is subject to this Declaration by reason of fire or any other casualty may apply to the ACC for reconstruction, rebuilding or repair of the Dwelling or improvement in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof prepared by an architect certified to do business in the State of Florida. The ACC shall grant approval only if the design proposed by the Owner shall result in a finished Dwelling or other improvement of exterior design harmonious with the other Dwellings and improvements constructed upon the property which is subject hereto.

SECTION 8. Owners Obligations to Repair. Each Owner shall, at his sole cost and expense, maintain, repair and repaint the interior and exterior of his Unit, keeping the same in a condition comparable to the condition of such Unit at the time of its initial construction, excepting only normal wear and tear.

SECTION 9. Neither the Developer, the ACC, the Association, the Board, or the Club, their successors and assigns, shall be liable in any manner to anyone by reason of its approval, disapproval, failure to approve, or failure to disapprove improvements, additions, alterations, modifications or changes hereunder or for acting or failing to act under this Article.