

This Instrument Prepared By,
Record, and Return To:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARLINGTON ST. PETE

THIS DECLARATION, is made this 28th day of May, 2015, by A8 TOWNHOMES, LLC, a Florida limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Pinellas County, Florida, which is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"), and desires to create a residential community on platted Lots which shall contain single-family townhomes known as Arlington St. Pete.

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of Arlington St. Pete and, to this end, desires to subject the Property to the terms, covenants, easements, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for Arlington St. Pete, herein called the "Declaration," and has created a non-profit membership corporation, herein called the "Association," to be given the power and duty of maintaining and administering the Common Areas (as defined herein) and enforcing this Declaration of Covenants, Conditions and Restrictions for Arlington St. Pete.

NOW, THEREFORE, Declarant hereby declares that all of the Property, as described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such owner thereof.

ARTICLE I DEFINITIONS

1.1 "Area of Common Responsibility" those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

1.2 "Articles of Incorporation" shall mean the Articles of Incorporation for Arlington St. Pete Townhomes Association, Inc., attached hereto as Exhibit "B."

1.3 "Assessments" shall mean a sum or sums of money for common expenses provided for herein, or by any subsequent amendment, which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of Arlington St. Pete, for establishing and providing services to Owners and occupants and for maintaining the Property or Common Areas within Arlington St. Pete, and areas common to overall campus (i.e. main entrance, water maintenance, etc.) all as may be specifically authorized from time to time by the Board of Directors of the Association (as defined below), which, if not paid by an Owner, can result in a lien against the Lot. The Assessments shall include Monthly Assessments, Special Assessments, and Specific Assessments.

1.4 "Association" shall mean and refer to the Arlington St. Pete Townhomes Association, Inc., its successors and assigns.

1.5 "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for the administration of the Association.

1.6 "Builder" shall mean and refer to any purchaser of a Lot(s) from the Declarant for purposes of constructing thereon a Unit for sale to an end-user Owner.

1.7 "By-Laws" shall mean the By-Laws of Arlington St. Pete Townhomes Association, Inc., attached hereto as Exhibit "C."

1.8 "Common Areas" shall mean all real property to be owned or leased by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association or its members by recorded plat or a Supplemental Declaration. The Common Areas include all land that is subject to this Declaration, less and except (a) the platted Lots which have been reserved by Declarant for sale to Owners and (b) all Storm Water Management Systems (as defined herein) that serve the Property and all Surface Water Management Systems as shown on the plat for Arlington St. Pete. The Common Areas shall be deeded by Declarant to the Association as hereafter provided.

1.9 "Common Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, maintenance to pools in the Common Areas, and the seawall, as the Board may find necessary and appropriate from time to time. Water and sewage to each Unit will initially be a common expense of the Association, subject to a membership vote as described herein to convert the expenses to individual charges through submetering.

1.10 "Declarant" shall mean and refer to A8 Townhomes, LLC, a Florida limited liability company, its successors and assigns, by specific written and recorded assignment, acting pursuant to this Declaration. It shall not include any person or entity who purchases a Lot, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

1.11 "Guest" means any person who is physically present in, or occupies a Lot at the invitation of the Owner without the payment of consideration or rent.

1.12 "Individual Assessments" means assessments levied in accordance with Article IV, Section 11 of this Declaration.

1.13 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Lot, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.14 "Lease" means the grant by a Lot Owner of a temporary right of use of the Owner's Lot for valuable consideration.

1.15 "Lot" shall mean a platted residential Lot as shown on the Plat of Arlington St. Pete, recorded in Plat Book __, Page __, Public Records of Pinellas County, Florida.

1.16 "Member" shall mean and refer to all those Owners who are members of the Association.

1.17 "Monthly Assessment" shall mean and refer to monthly assessments levied on all Units subject to assessment under this Declaration, to fund Common Expenses for the general benefit of all Units.

1.18 "Occupant," when used in connection with a Lot, means any person who is physically present in a Lot on two (2) or more consecutive days, including staying overnight.

1.19 "Owner" or "Lot Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties, but shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.20 "Party Wall" shall mean and refer to any wall common to two Units which shall be owned equally by the Owners of such Units.

1.21 "Primary Occupant" shall mean the natural person approved for occupancy when title to the Lot is held in the name of a trustee, a corporation, or other entity which is not a natural person.

1.22 "Properties" or "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and incorporated herein, known as Arlington St. Pete and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.23 "Special Assessments" means assessments levied in accordance with Article IV, Section 4 of this Declaration.

1.24 "Specific Assessments" means assessments levied in accordance with Article IV, Section 5 of this Declaration.

1.25 "Surface Water Management System and Storm Water Management System" shall mean and refer to the surface water management system or storm water management system for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

1.26 "Unit" shall mean and refer to a single-family residence and ancillary structures such as garages, decks, and screen enclosures.

1.27 "Supplemental Declaration" an amendment or supplement to this Declaration filed pursuant to Article XVI which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

ARTICLE II PROPERTY RIGHTS

2.1 Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a nonexclusive easement of ingress and egress over the roadways in the Properties, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

A. The right of the Association to charge and assess all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as it may deem proper.

C. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas and Lots, and to levy and lien for fines for violations or infractions of this Declaration or any Board promulgated rules and regulations.

D. Easements for ingress and egress and right-of-way are reserved for pedestrian, traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

E. There shall be an easement for encroachment in favor of the Declarant, Owners and the Association where any portion of the Common Areas encroaches upon any portion of a Lot.

F. Any portion of the Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.

G. The right of the Association to suspend the voting rights and the right to use the recreational common areas by an Owner for any period during which any assessment against his Lot remains unpaid, and for any infraction of its published Rules and Regulations.

H. The right to grant, accept or relocate easements as the Board of Directors deems necessary for the benefit of the membership.

2.2 Delegation of Rights. Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his Guests, his tenants, invitees or contract purchasers who reside on the Property.

2.3 Conveyance of Common Areas. The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant no longer owns any Lot in the Properties. Declarant may convey title, and the Association shall accept title, at any time prior to the Declarant's conveyance of the last Lot owned by the Declarant, at Declarant's sole option.

2.4 Judicial Partition. There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Properties or any part thereof seek judicial partition thereof.

2.5 Drainage Utility Easements. Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.6 Driveways. Every Lot Owner shall have an easement over any portion of their driveway located beyond their Lot line.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 Qualification. Every person or entity who is a record fee simple Owner of a Lot, including Declarant, at all times, as long as it owns all or any part of the Property, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person

who shall be the Primary Occupant, and such natural person shall exercise the Lot's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Lot.

3.2 Voting. The Members of the Association shall be entitled to vote as outlined in the Articles of Incorporation. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose, except for establishing a quorum. If the Owner of a Lot is not a natural person, but rather a corporation, trust or other entity, the vote of that Lot shall be cast by the Lot's designated representative which shall be provided to the Association by the trustee or by an officer of the corporation or entity in advance of a vote and kept in the Association's official records. A corporation, trust or other entity may not have more than one designated representative even if it is the owner of multiple Lots, but the designated representative may vote the number of Lots owned by the entity and the designated representative may serve as a member of the Board of Directors.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENT

4.1 Assessments. Subject to the provisions of Article IV, Section 4.13 herein, the Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Monthly Assessments or charges and any Special Assessments or Specific Assessments or Individual Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or services, or by abandonment or otherwise. Water and sewage to each Unit will initially be a common expense of the Association and part of the Assessments. However, pursuant to procedures provided in this Article, the membership may vote to convert the water and sewage expenses from the common expense to individual assessments by submetering the use.

4.2 Monthly Assessments. The Monthly Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of management, provision of services, maintenance and repair in a manner consistent with the maintenance standards of Arlington St. Pete and promoting the health, safety and welfare of the residents in the Properties, including, but not limited to, the following:

A. Payment of all fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services, to the Owners and residents of Arlington St. Pete;

B. Improvements, maintenance and repair of the Common Areas and Areas of Common Responsibility, including, but not limited to, the cost of maintaining:

1. All streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;
2. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas (where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Property but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Property, such as swale areas within the right-of-way of abutting streets or road and areas within drainage right-of-ways);
3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;

4. Fences, walls, signs, street lighting, entry gates and gate operating system and fountains located on the Common Areas (provided, however, that any street lighting installed by Duke Energy under any Agreement with Duke Energy which provides that or requires Duke Energy to install and maintain the street lighting shall not be considered street lighting owned by the Association. However, any electric use charges and rental fees assessed or charged by Duke Energy to the Declarant or Association for street lighting installed and maintained by it within the Property shall be an expense of the Association for which the Association shall make assessments to the Lot Owners as allowed in this Declaration.).

5. Painting and general upkeep of fences and entry gates that are part of improvements constructed on the Common Areas;

6. Maintenance or repair of the automatic entry system and gates into the Properties, electrical lighting, and other necessary utility services for the Common Areas, and non-potable water to service the sprinkler system in the Common Areas and on the Lots;

7. Garbage collection and related fees for waste removal at waste receptacles placed in the community for Lot Owner's use;

C. Operation, maintenance and repair of the Surface Water Management System and Storm Water Management System located within the Property which serves only the Property. The Association shall be responsible for the operation, maintenance and repair of the master Surface Water Management System and Storm Water Management System;

D. Hiring professional advisors, management companies, service providers and payment of management and service fees and charges;

E. Flood and fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;

F. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;

G. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

H. Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

I. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;

J. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

K. Establishment of reserve accounts for roof replacement and repairs;

L. Satisfaction of any of the obligations imposed by Pinellas County and/or any other governmental entity;

M. Payment of real property taxes, personal property taxes and other Assessments levied against the Common Areas; and

N. Improvement, maintenance and repair of any portion of a Lot which is the responsibility of the Association pursuant to the terms of this Declaration.

4.3 Lawn and Landscaping. In addition to maintenance of the Common Areas, the Lot Owners shall be assessed by the Association for the regular maintenance of the lawn and landscaping on their Lots. The lawn and landscaping Assessments shall be considered a part of the Monthly Assessment. The Association shall maintain lawn areas on Lots, including mowing, edging, irrigating and fertilizing, and landscaped areas on the Lots as originally installed by the Declarant. Lot Owners are discouraged from installing landscaping on their respective Lots. However, should a Lot Owner wish to install landscaping it must first be approved by the Association and not interfere with the Association's lawn maintenance obligations. The Association is not responsible for landscape replacement on any LOT resulting from fire, wind, flood, tornado, hurricane or other casualty and each Lot Owner will promptly correct and any all casualty damage to such Owner's Lot within a reasonable time. Any Lot Owner installing any landscaping features on a Lot different from that originally installed by the Declarant shall maintain such installations at their own expense. No Lot Owner shall make any modifications or alteration of the lawn or landscaped areas on the Common Area. Declarant may install a common irrigation system serving the Common Area and the Lots, including well, pumps, water distribution lines, sprinkler heads and other related facilities (the "Irrigation System"), on and under the Common Areas and Lot, and shall operate and maintain, repair and replace any such Irrigation System. No Lot Owner may make any alterations, modifications or other changes to the Irrigation System. Each Lot Owner shall be responsible to the Association for any damage or injury to the Irrigation System due to the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest or invitee of such owner. The Association shall have an easement over the Property, including any Lot, to provide maintenance of such system. Where it is stated herein that the Association has exclusive control, it means the Owners of the Lots shall not be required or entitled to conduct such activities for the purpose of maintaining uniformity within the Property.

4.4 Verizon FiOS. In addition to maintenance of the Common Areas, the Lot Owners shall be assessed by the Association for the Fiber to the Premises (FTTP) for Verizon FiOS service. The Verizon FiOS Assessments shall be considered a part of the Monthly Assessment. The Association is not responsible for FTTP replacement on any Lot resulting from fire, wind, flood, tornado, hurricane or other casualty. No Lot Owner shall make any modifications or alteration of the FTTP on the Common Area or otherwise. Each Lot Owner shall be responsible to the Association for any damage or injury to the FTTP due to the negligence or intentional act or omission of the Lot Owner or any family member, tenant, guest or invitee of such owner. The Association and its designees shall have an easement over the Property, including any Lot, to provide maintenance of such system. Upon expiration of the initial term of the contract with Verizon FiOS, the Association may renew the contract, enter into a bulk agreement with another service provider, or allow Owners to contract for individual service. The Board of Directors may at its option provide for bulk services for cable, phone, and internet services to the Property as a Common Expense of the Association. The Board of Directors has the right to grant easement rights over any of the Properties to facilitate bulk services which shall terminate upon the expiration and/or non-renewal of a bulk contract.

4.5 Units and Lots. Except as expressly set forth in this Article IV, the Association shall have no obligation for maintenance, repair or replacement of any part of any Lot, nor any improvements installed thereon.

4.6 Maintenance. The maintenance of the Unit shall be the primary responsibility of the Lot Owner. However, the Association shall have certain responsibilities relate to exterior maintenance as follows: The Association shall be responsible for annually cleaning the fascia, eaves, window and door returns and exterior walls of the Units, including small stucco and caulking cracking or shrinkage being identified and corrected while performing annual cleaning except that the Association shall not be responsible for cleaning any fascia, eaves, window and door returns or exterior walls located within any screened enclosure. All exterior window cleaning is the responsibility of the Lot Owner. The Association shall be responsible for pressure washing the concrete walks and driveways on Lots once per year. The Association shall own and maintain the irrigation system serving the Lots and shall be solely responsible for landscape maintenance, lawn fertilization and maintenance along with exterior pest control on Lots. The Association shall be responsible for periodic repainting of the exterior of the building and shall establish a maintenance schedule to ensure that every building is painted at least once every seven (7) years..

The Association shall maintain gutters and downspouts on a periodic basis. The Lot Owner shall be solely responsible for all other maintenance and repair and replacements of improvements to the Lot. The Lot Owner's responsibilities include, but are not limited to, maintenance, repair and replacement of all screen enclosures; annual cleaning of fascia, eaves, window and door returns and exterior walls located within any screened enclosure; maintenance, repair and replacement of concrete walks and driveways (other than Association's annual pressure washing) located on a Lot or on any right of way abutting any Lot; maintenance, repair and replacement of eaves, fascia, window and door returns, windows, skylights, vents, doors, patios, air conditioning equipment; exterior lighting and all interior elements of any Unit built on a Lot.

4.7 Right of Entry to Lot by Association. Whenever it is necessary to enter a Lot for the purpose of inspection, including inspection to ascertain an Lot Owner's compliance with the provisions of this Declaration, or for performance of any of the maintenance, alteration or repair obligations of the Association, as set forth in this Article or elsewhere in the Declaration, the Association shall be the irrevocable right to access onto the Lot and an easement over, under and across and upon the Lot for such purposes, and the Lot Owner thereof shall permit an authorized agent or contractor of the Association to go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable notice. In the case of emergency, such as but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on the account of any entry.

4.8 Special Assessments. In addition to the Monthly Assessments, the Association may levy in any Assessment year a Special Assessment, applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. All Special Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Special Assessment.

4.9 Specific Assessments. In addition to the Monthly Assessments, the Association may levy a Specific Assessment, against one or more Units, for extraordinary maintenance, reconstruction, or repairs to a Unit that are undertaken by the Association pursuant to this Declaration. All Specific Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Specific Assessment.

4.10 Water and Sewer Expenses. The water and sewer expenses to each Lot shall initially be a common expense of the Association. However, the Owners may opt to convert the water and sewer expenses from a common expense to an individual responsibility by approval of two-thirds vote of the entire membership in person or by proxy. If the necessary vote is obtained to convert the water and sewer expenses from a common expense, then the Owner shall be responsible for the expense of all water and sewer charges from the Utility Company attributable to the Lot. From the date of the vote moving forward, each Lot shall have a separate sub-meter to monitor its consumption of water and sewer charges. The utility charges for consumption shall be billed monthly directly to each Owner by Utility Company or through the Association. All monthly utility charges will be due from each Owner not later than 30 days. If billed by the Association or a third party utilized by the Association, the failure to pay the utility charges may result in the Association levying an Individual Assessment against the Lot, and said unpaid amount may be liened and foreclosed upon against the Lot. If an Owner is more than 30 days delinquent in the payment of said utilities, the Association may disconnect the Lot from such services and pursue all other available legal remedies. The Association grants an irrevocable, non-exclusive, easement to the Utility and to any third party identifying usage per Lot by meter and their successors, assigns, employees, invitees, and agents, upon, over, and across the Property for the limited purpose of providing water and sewer submetering services. This easement shall also permit the Association, Utility Company or any third party identifying usage per Lot by meter, to enter the Property at reasonable times as necessary the purpose of installing, maintaining, reading, replacing, removing necessary equipment or interrupting services. If converted to an individual responsibility, the water and sewer expenses can again become a common expense by two-thirds vote of the entire membership in person or by proxy.

4.11 Individual Assessment. In addition to any other Assessments for which provisions are made in this Declaration, the Association shall be and is hereby authorized to establish, make, levy, impose, enforce and collect against and from an Owner an "Individual Assessment" for:

- a. Costs and expenses incurred by the Association in bringing the particular Owner or his Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate a violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice of the Association of the nature of the violation of or noncompliance with this Declaration, to cure or remedy such violation or noncompliance;
- b. Costs or expenses incurred by the Association to repair or correct any damages to a Lot or Common Areas, where such damages were caused by the act or negligence of the Owner, the Owner's family members, or any guests, invitees, or tenants of the Owner;
- c. Costs or expenses incurred by the Association in providing maintenance or repairs which are the responsibility of an Owner of a Lot where the Owner has failed, after notice, to perform the necessary maintenance;
- d. Costs or expenses, including reasonable attorneys' fees, whether or not suit be brought, and at Trial and on Appeal, incurred by the Association in the enforcement of the provisions of this Declaration against the particular Lot or Owner thereof; and/or
- e. Costs or expenses, associated with utility charges for the submetered consumption and use of water and sewer utilities for a Lot if said charges are converted from a common expense to an individual expense.

Any such individual Assessment shall be due and payable in full within thirty (30) days after written notice from the Association setting forth the amount of such Individual Assessment.

4.12 Apportionment of Assessments. All Monthly Assessments and Special Assessments for items pertaining to the Common Areas and Association maintenance responsibilities shall be at a uniform rate for each Lot in the Properties, except as set forth in Article V below; provided, however, the Association may assess additional costs against any Lot to correct maintenance deficiencies, or to enforce the provisions of this Declaration, or which contains special plantings or landscaping, such as rose gardens, orchids, etc., which require extra care, maintenance and expense by the Association.

4.13 Determination of Assessments. The Board shall fix (a) the date of commencement and (b) the amount of the Assessments against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of Assessments, the Association shall notify Owners by sending written notice of such commencement date and amount to said Owners at the address as shown on the current roster of Members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.14 Payment of Monthly Assessment. The Monthly Assessment for which provision is herein made shall be paid monthly, in advance, unless otherwise determined by the Board. The first Monthly Assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.15 Right to Lien. If any Assessments are not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Lot in the Public Records of Pinellas County, Florida, and bring an action to foreclose the lien in a like

manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

4.16 Priority of Lien. Liens for delinquent Assessments shall be effective as of the date of recording the claim of lien in the Public Records Pinellas County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.17 Subordination of Lien to Institutional Mortgage. The lien of the Assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee, subject to the requirements of Chapter 720, Florida Statutes, for unpaid past due assessments, as may be amended from time to time. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot(s) pursuant to a decree of foreclosure and in any other proceeding in lieu of foreclosure, and shall relieve any Lot(s) neither from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment, subject to Chapter 720, Florida Statutes, as may be amended from time to time.

4.18 Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by Pinellas County and devoted to public use.
- B. All Common Areas as defined in Article I.
- C. All Lots owned by the Declarant or its successor or assignee through written and recorded instrument.
- D. All Lots owned by a Builder prior to initial conveyance to a third-party end-user Owner.
- E. Any Lot where a certificate of occupancy has not been issued.

4.19 Payment of Deficiency by Declarant. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, prior to turnover of control of the Association, the Declarant shall not be obligated for, nor subject to, any Monthly Assessment for any Lot which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Monthly Assessments and the amount received from Owners other than the Declarant in payment of the Monthly Assessments levied against their respective Lots. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments. The Declarant shall not be responsible for any of said reserves, capital expenditures or Special Assessments prior to turnover. The Declarant may opt to waive the funding of reserves prior to turnover.

The Declarant may, at any time, give sixty (60) days' written notice to the Association of its intention to terminate its responsibility for the deficiency and waiving its right to exclusion from Monthly Assessments. Upon the conclusion of the sixty (60)-day period, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the Monthly Assessment established for Lots owned by Members other than the Declarant. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title.

ARTICLE V ASSOCIATION

5.1 Duties of the Association. The Association shall be responsible for maintenance of Common Areas, for repair, maintenance and painting of the exterior of the residence on each Lot, for maintenance of the lawns and landscaping on the Lots, for repair and maintenance of the driveway and sidewalks located on each Lot, for any swimming pool cleaning and associated maintenance (if applicable), and for irrigation, and other maintenance responsibilities, as determined by the Board.

5.2 Authority to Contract for Services by Third Parties. In order to fulfill its obligations under this Declaration, the Association shall have the power and authority to execute one or more maintenance or service contracts providing for maintenance and/or other services to Members, Lots and the Property, so long as proper bids are acquired as may be required per Chapter 720, Florida Statutes, as amended from time to time.

5.3 Association Intervention. In addition to the regular maintenance responsibilities of the Association, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors to preserve the beauty, quality and value of the Neighborhood, any additional maintenance, repair or replacement that is otherwise the responsibility of the Lot Owner hereunder and which the Lot Owner fails to replace, restore, repair or perform after thirty (30) days' written notice to the Lot Owner of the need of such replacement, restoration, repair or maintenance.

5.4 Reimbursement of Association. The cost of such additional maintenance set forth above shall be assessed against the Lot upon which such maintenance is performed, or at the option of the Board of Directors, against the Lot or Lots benefiting from the maintenance. The Assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. Any such additional maintenance Assessments shall not be considered a part of the Base or Special Assessment. Any such additional maintenance Assessment shall be a lien on the Lots affected and the personal obligation of the Owners and shall become due and payable in all respects, together with interest, reasonable attorneys fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

5.5 Reconstruction. In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VII below.

5.6 Failure of Owners to Repair. In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. The costs of the repair may be assessed through a Specific or Individual Assessment against the Lot, and may be liened and foreclosed upon if unpaid.

5.7 Assignment of Insurance Proceeds. In the event that the Association exercises the rights afforded to it in this section, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

For this purpose, the Owners of the Lots agree to provide for the Association to be named as an additional insured under any hazard and flood insurance policies relating to their Lots and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become null and void, the

Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association.

5.8 Payment of Costs. Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association.

ARTICLE VI

SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER MANAGEMENT SYSTEM.

6.1 Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the South West Florida Water Management District (the "District"). Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District. All operation maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

6.2 Use Restrictions. The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

- A. Digging or excavation;
- B. Depositing fill, debris, or any other material or item;
- C. Constructing or altering any water control structure; or
- D. Any other construction that would modify the Surface Water Management System and Storm Water Management System.

If the Property contains a wetland mitigation area or a wet detention pond (as defined in the District regulations), no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. In addition, if the Property contains a wetland mitigation area which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintaining the wetland mitigation areas until such time as the District determines that the area is successful in accordance with the Environmental Resource Permit.

6.3 Construction. 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.

6.4 Enforcement by District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

6.5 Dissolution of Association. If the Association ceases to exist, then all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System and

Storm Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such system.

6.6 Covenant for Maintenance Assessments for Association. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water Management System and Storm Water Management System. Assessments shall be used for the maintenance and repair of the Surface Water Management System and Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

6.7 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water Management System and Storm Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water Management System and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System and Storm Water Management System. No person shall alter the drainage flow, the Surface Water Management System and Storm Water Management System, including buffer areas or swails, without the prior written approval of the District. The Association may, but shall not be required to, cut drainways for surface water whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance.

6.8 Amendment. Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

ARTICLE VII USE RESTRICTIONS

The use of the Lots shall be in accordance with the following provisions. The Declarant and Builder owned Lots shall be exempt from the application of this Article and the Declarant and Builder therefore are not obligated to comply with the provisions hereof.

7.1 Single Family / Commercial Activity. The Property may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof, except for the construction and sales activities of the Declarant or Builder. Notwithstanding the foregoing and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided however, business invitees, customers and clients shall not be permitted to meet with Owners in Unit unless the Board provides for otherwise in rules and regulations. No Owner may actively engage in any solicitations for commercial purposes within the residential community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care or facility may be operated out of a Home. Single Family shall mean no more than two (2) adults unrelated through blood, marriage, or adoption occupying a single Unit living as a single housekeeping, economic unit.

7.2 Commercial Vehicles, Trailers, Boats and Parking. No commercial vehicle shall be placed, parked, left or stored on any Lot, driveway, street or any portions of the Common Areas; provided, however, that this provision shall not apply to any such vehicle or device, being kept in an enclosed garage. For purposes of this Section, a "commercial vehicle" is:

- (a) a truck, delivery van, service van or bus (except that trucks not in excess of 3/4 ton are permitted, provided they have no camper top, bed enclosure, or other appendage attached to it);
- (b) a vehicle bearing lettering, graphics or other commercial insignia;

- (c) a recreational vehicle (RV) including a camper, mobile and motor home, all terrain vehicle (ATV or ATC) or dune buggy;
- (d) a trailer of any type;
- (e) a boat; or
- (f) a derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self propulsion.

Notwithstanding, a commercial vehicle may park on a driveway or street for no more than eight (8) hours while performing services for or on behalf of residents or the Declarant.

7.2 Street Parking. All vehicles must be parked in the garage and/or the driveway located on each Lot or other parking areas provided on the Property. No vehicles may be parked on the streets located within the Property, except temporarily (less than 3 hours). Notwithstanding the foregoing, no vehicles may be parked on the streets overnight between 8 p.m. and 8 a.m. No Lot Owner may park or otherwise store, nor permit others to park or otherwise store, nonoperative vehicles and/or vehicles without current registration on their lot or elsewhere on the property, except inside the enclosed garage on the lot with the garage door closed. Garages appurtenant to a Unit shall be used for parking of vehicles while on the Lot, and the Lot Owners shall park their vehicles in the garage for their respective Lot. Lot Owners shall keep their garage door closed at all times except when moving vehicles or other items in and out of the garage. The garage shall not be used for storage or living so as to preclude the use thereof for parking of vehicles. The Association may, but shall not be obligated to, designate certain areas on the Common Areas as parking for overnight guests. Vehicles may be washed and waxed in driveways, but vehicles may not be maintained or repaired on any portion of the property outside the garage on a Lot. Any maintenance or repair of any vehicle may only be conducted inside a garage with the garage door closed. No portable building, tent or other structure of a temporary character shall be permitted on any Lot either temporarily or permanently, except that Declarant and/or Builder shall be permitted to park a construction trailer on the property during periods of construction. The Association may adopt additional parking regulations, and any vehicle parked in violation of this Declaration or any Board promulgated rules and regulations may be towed at Owner's sole expense.

7.3 Sprinkler Systems. All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the water line of any abutting lakes or water management areas. No stones, gravel or paving of any types shall be used as a lawn.

7.4 Nuisance. Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to Arlington St. Pete. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.5 Signs. No sign of any kind, including "For Sale" signs, shall be displayed to public view on any Lot or Common Area, including signs placed in windows, except a sign identifying Arlington St. Pete, street or traffic control signs, or except as placed by the Declarant or Builder or approved by the Board or the Association as the case may be. After Declarant and/or Builder no longer own any portion of the Properties, Owners may maintain one "For Sale" or "For Rent" sign which meets Association approval and which is no larger than four (4) square feet in size.

7.6 Maintenance of Lawn Structures. No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvement or appurtenance shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

7.7 Declarant's and Builder's Rights. The sale, rental or other disposition of Lots in the Property is essential to the establishment and welfare of the Properties as an on-going residential community. In order that the development of the Properties be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant and/or Builder, Declarant's and Builder's transferees or employees, agents and assigns, contractor or subcontractors of Declarant and Builder, or of Declarant's and Builder's transferees, from taking any action they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Properties as a residential community, including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this section, the words "its transferees" specifically exclude purchasers of Lots.

7.8 Garbage. All Lot Owner's waste shall be disposed of in dumpster receptacles provided by the Association by the applicable governmental utility sanitation department, or others, for the Lot Owners benefit. The receptacles are for Lot Owner's trash and garbage and are not to be used by Lot Owner's guests, contractors or other non-Lot Owners. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Lot. Garbage receptacles may only be placed at the curb the night prior to pickup and the day of pickup, and at all other times, the garbage receptacles must be stored from view.

7.9 Gas Tanks. Gas tanks shall not be allowed other than propane tanks attached to a grill.

7.10 Fences. No fences of any kind may be constructed or installed on any portion of any Lot.

7.11 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. The Owner of each Lot may keep a maximum of two (2) dogs or cats as pets, or alternatively, one (1) dog and one (1) cat. No other type of pets will be permitted. All pets shall be registered with the Association and pets are limited to Owners only. All Pets are to be walked in designated areas only and no pets are permitted in the recreation areas. The pets must be leashed at all times while on any of the Common Areas outside the Lot. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal of any pet that becomes a reasonable source of annoyance to other residents in the Property. All pets must meet the following strict behavioral criteria:

- A. The pet shall not make disturbing noises such as barking or crying that interfere with other residents' quiet enjoyment of the Property;
- B. The pet shall not be permitted to damage any Common Area of the Property;
- C. The pet shall not be permitted to defecate except in permitted areas. When using permitted areas, Owners will clean up after their pets every time without exception;
- D. The Owner will obey any and all use and health regulations concerning pets on the Property. No pet shall be allowed on the pool deck;
- E. Their Owners whenever outside the residence will securely leash pets. No pet shall be allowed to run free for any amount of time;
- F. No pet shall behave in any fashion, which reasonably disturbs the enjoyment of the property by other Owners and their guests;
- G. No aggressive or vicious breeds (pit bull, rottweiler, doberman, or chow) shall be permitted on the Property;
- H. Aggressiveness, viciousness, biting or any behavior causing injury to any person shall be grounds for immediate removal of the pet from the Property without the notice requirements below;

I. If an owner's pet behaves in a fashion, which violates the behavioral criteria, the Board is permitted to exercise the following remedies:

1. On the first offense; the Association will send written notice to the homeowner via registered mail asking that the behavior be changed.

2. If a second behavioral problem occurs during any twelve-month period, the Board of Directors may vote to order the pet removed at any regularly scheduled meeting via a simple majority of the Board.

7.12 Retention Drainage Areas: Surface Water Management System and Storm Water Management System. No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement or by the Declarant. Unless first approved by the Association and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Areas or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Areas.

7.13 Wells. No wells may be placed, maintained or used on any Lot.

7.14 Utilities and Utility Lines. All utility lines and lead in wires, including, but not limited to, electrical lines, cable television lines, telephone lines and water and sewage lines located within the confines of any Lot shall be located underground. All Lots are served by a sanitary sewer system and public water/sewer system and are metered at each Unit. Each Lot Owner is responsible for payment of all fees for utilities to their Unit, except for the Verizon FiOS FTTP services or other bulk providers as described herein. Repairs and maintenance of any utilities serving a particular Unit will be the Lot Owner's responsibility. Water and sewer for Common Areas of the Association shall be included in assessments and the Association reserves the right to adjust the Association budget at any time to accommodate increases in water or sewer services as provided by the public utility. Similarly, Verizon FiOS FTTP or other bulk services shall be included in assessments and the Association reserves the right to adjust the Association budget at any time to accommodate increases in such services as provided by Verizon or its successors from time to time or other bulk providers. No septic tank or well of any kind may be installed on a Lot.

7.15 Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon exterior portions of the Unit and upon the Lot in the manner permitted and approved in writing by the Association prior to installation. The installation period shall commence on the Thanksgiving Holiday and shall end no later than January 15th of the following year. The Association may establish standards for holiday lights and the Association may require removal of any lighting that creates a nuisance (e.g. unacceptable spillover to adjacent Units).

7.16 Religious, Holiday and Political Displays. The Association may adopt rules that reasonably regulate the time, manner and place of displays of religious and holiday signs, symbols and decorations displayed or otherwise visible from outside a Unit. Likewise, the Association may adopt rules which reasonably regulate the time, manner and place of the posting of such signs, including their size and other design criteria.

7.17 Declarant's Right to Intervene. In order ensure the health, safety and general welfare of all Members of the Association, the Declarant, for itself and for the Association reserves the right to enter upon any Lot for the purpose of mowing, clearing or cutting underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Declarant to provide such service.

7.18 Outdoor Drying. No outdoor clothes drying shall be allowed on any Lot unless the same is completely shielded from view off the Lot.

7.19 Garage Sales. Garage sales are prohibited on the Property.

7.21 Electromagnetic Radiation, Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than thirty-nine inches (39") in diameter and short wave radio antennas, shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines, and except that Owners may install one normal rooftop television antenna or one satellite dish thirty-nine inches (39") or smaller in diameter as approved by the Architectural Control Board.

7.22 Flags. An Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. No other flags shall be permitted unless approved by the Architectural Control Board or otherwise protected under federal or state law or regulations.

7.23 Sheds. No sheds shall be constructed or placed on any Lot or the Common Areas.

7.24 Fences and/or Screening. No Fences and/or walls shall be constructed or placed on any portion of a Lot other than those installed initially by the Declarant. No porch area may be screened without the approval of the Architectural Control Board.

7.25 Ponds, Fountains, and Water Features. No Owner shall install or place ponds, fountains or similar water features on any portion of their Lot.

7.26 Pavers and Widening of Patios and/or Walkways. No Owner shall install pavers on any portion of their Lot. No Owner shall alter or widen existing walkways and driveways as originally constructed on their Lot. No Owner shall install additional walkways on any portion of their Lot.

ARTICLE VIII ARCHITECTURAL CONTROL

The Lots shall be subject to certain architectural controls in accordance with the following provisions. The Declarant and Builder owned Lots shall be exempt from the application of this Article and the Declarant and Builder therefore are not obligated to comply with the provisions hereof.

8.1 Authorized Structures. Other than improvements constructed or installed on the Lots by the Declarant, no building, outbuilding, garage, wall, retaining wall, ornamental sculptures, potted plants, statues, or other structure of any kind shall be erected, constructed, placed or maintained on any Lot or building, except in accordance with this Article.

8.2 Architectural Control Board. Any proposed improvement to, or alteration, modification or other change to a Lot (other than changes that affect only the interior of the building(s) already constructed on the Lot), including landscaping on a Lot, shall be submitted to the Architectural Control Board (the "ACB"). The ACB shall have the sole right and authority to review, approve and disapprove of proposed improvements, alterations, modifications or other changes to the Lots. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions of this Article and other provisions of this Declaration within its jurisdiction. If any Owner shall desire to make any improvement to, or alteration, modification or other change to his Lot, the Owner shall first submit the proposed improvement, alteration, modification or other change to the ACB in writing, accompanied by such plans, specifications and other details as the ACB may reasonably deem necessary in connection with its determination as to whether or not it will approve the same. The ACB may establish and change from time to time an application form to be used by any Owner proposing to make an improvement, alteration, modification or other change. Approval of requests shall not be unreasonably withheld, and shall not be

withheld in a discriminatory manner nor in a manner which unreasonably prohibits the reasonable development of any Lot; provided, however, that, the ACB shall be concerned with, among other things, the aesthetic consistency of the Lots and the improvements thereon, and it shall be permitted to withhold its approval based on aesthetic consistency considerations. The ACB shall notify the Owner of its approval or disapproval within sixty (60) days after receipt by the ACB of a complete request. If the ACB disapproves of the request, it shall, within such sixty-day period, give the Owner notice of the disapproval, which notice shall include the basis for the disapproval in reasonable detail. The disapproval of a request shall not bar the Owner from resubmitting the request after modifying the same to address the objections of the ACB. In approving any plans or specifications, the ACB may condition such approval upon changes being made to the proposed improvement, alteration, modification or other change. If the ACB approves a request, the Owner may proceed with the improvement, alteration, modification or other change in strict conformance with the plans and specifications submitted as part of the request approved by the ACB, and subject to any conditions to the particular request included in the ACB's approval. If the ACB timely withholds approval of any request, the Owner shall not proceed with any improvement, alteration, modification or other change so requested.

A. Neither the ACB nor the Declarant shall be liable to any Owner or any other person, firm or entity in connection with any approval or disapproval by the ACB. The ACB makes no representation or warranty concerning the plans or specifications submitted to it, and shall not be deemed to have made any determination as to whether the plans or specifications are effective, complete or free from defects, constitute good building practices, comply with or are permitted under any applicable code, regulation or other governmental requirements, meet any particular architectural or engineering standards, guidelines and/or criteria, or otherwise are architecturally or aesthetically appropriate or acceptable. Neither the ACB nor the Declarant shall be liable to any person for any deficiency in the plans or specifications, nor any injury resulting from any such deficiency.

B. In the event of any violation of this Article by any Owner, or by any person, firm or entity serving as the agent or contractor of any Owner, the ACB and the Declarant shall have the right to demand that such Owner cease, remove and/or alter any improvement, alteration, modification or other change to his Lot that does not comply with the requirements of this Article. The ACB and the Declarant shall have the right to enforce the provisions of this Article by action for injunctive relief or for any other legal or equitable remedy available under the law of Florida. In any such action, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees at all trial and appellate levels.

C. As long as the Declarant shall own any Lots within the Property, the Declarant shall act in the capacity of the ACB, and have and exercise all the powers and authority of the ACB.

D. At such time as the Declarant shall no longer own any Lot within the Property, the ACB shall become a standing committee of the Association. The ACB shall consist of three (3) members and such members shall be designated by the Board of Directors of the Association. The members of the ACB may be directors of the Association, but need not be either directors nor members of the Association. The members shall have no specific terms, but rather shall serve at the pleasure of the Board of Directors. At any time, the Board of Directors may remove a member of the ACB, and may replace such person by appointing another person as a replacement. The decisions of the ACB shall be final action, and may not be appealed to the Board of Directors nor otherwise to the Association. The Board of Directors may exercise no jurisdiction over matters properly submitted to the ACB, and may not promulgate any rules, regulations, or policies, nor take any other action which limits, restricts, confines or otherwise adversely affects the determinations of the ACB. In the event of the death, resignation or disability of a member of the ACB, the Board of Directors of the Association shall appoint a replacement. No member of the ACB shall be paid any compensation by the Association for services performed pursuant to this Article. The ACB shall act by a majority vote, and may delegate specific duties and responsibilities to anyone of its members. With the prior approval of the Board of Directors of the Association, the ACB may employ personnel or consultants, at the cost of the Association, to assist the ACB in the performance of its obligations hereunder.

8.3 Hurricane Shutters. Hurricane protection panels shall be permitted only upon review and approval by the ACB. Permanently mounted hurricane shutters or devices are not allowed. Temporary hurricane shutters may be installed upon announcement of a Hurricane Watch in Pinellas County and shall be removed no later than two weeks after the Hurricane Watch/Warning has been lifted for Pinellas County.

8.4 Communication Equipment. To the extent permitted by law, no aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, without the prior written consent of the ACB.

ARTICLE IX DECLARANT'S RIGHTS

9.1 Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing Units and related amenities on the Lots and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Community as a community. As used in this, Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner of the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

A. Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Community may be modified by the Declarant at any time and from time to time, without notice); or

B. Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Community as a Community and disposing of the same by sale, lease or otherwise; or

C. Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within The Community and of disposing of Lots therein by sale, lease or otherwise; or

D. Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of The Community

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property in The Community; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Units, and sales offices and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time. The Declarant also expressly reserves the right to retain one or more Units in the Community as a guest house, to be used and enjoyed by the Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Pinellas County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of The Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of The Community and each Lot therein may be temporarily interfered with by the development and construction work occurring on those Lots owned by the Declarant or its successors and assigns and each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of The Community. Each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of The Community may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

9.2 Common Areas.

A. So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

1. Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

2. The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license or grant of use right except upon the prior written consent of the Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing said Units.

3. Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

4. Any type use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

5. Declarant shall have the right in its sole discretion to grant easements, licenses or use rights for the Common Areas to Persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to Persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

B. Prior to any conveyance, designation, dedication, lease or grant of easement, license or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

C. Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

E. Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

F. The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

9.3 Enforcement and Inaction.

A. So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration.

B. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article IV.

C. Notwithstanding anything to the contrary in this Declaration, the terms and provisions of this Article shall not be amended, modified or terminated without the prior written consent of the Declarant so long as Declarant owns any Unit(s) in the Community.

ARTICLE X
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

10.1 **Access and Repair.** The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association and their respective agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Lot located in the Properties in order to gain access to the Common Areas or any Lot in order for the Association to discharge its duties to construct, maintain and repair the Common Areas, and for the purpose of maintaining the Properties and the Lots by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas and Lots, together with an easement for the maintenance of sprinkler systems owned by the Association.

10.2 **Utilities.** Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone), and roadways and driveways. The utility companies and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

10.3 **Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Association.

10.4 **Additional Easements.** The Declarant reserves the right, for itself and its designee (as long as Declarant or said designee owns any Lot) and for the Association, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, its designee, or the Association shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, or for the general benefit of any Lot, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

ARTICLE XI
ENFORCEMENT OF COVENANTS

11.1 **Duty to Comply.** Every Lot Owner and his tenants, guests, invitees and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws for Arlington St. Pete Townhomes Association, Inc., and rules and regulations as same exist and as all such documents may be amended or adopted in the future.

11.2 **Enforcement.** Failure to comply herewith or with such rules and regulations shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs regardless of whether legal proceedings are brought, including all costs and reasonable attorneys' fees at all trial, bankruptcy and appellate levels. Said attorneys' fees and costs may be assessed against the offending Owner's Lot through Specific or Individual Assessments, and lien and foreclosed upon if unpaid.

In addition to all other remedies, fines may be imposed upon an Owner, voting rights of an Owner suspended and rights of the Owner and its guest to use of Common Areas, excluding those necessary for access, suspended for failure of a Lot Owner, his family, guests, invitees or employees, to comply with this Declaration or any Rule or Regulation, provided the following are adhered to:

a. **Notice.** The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee appointed by the Board of Directors (herein, the "Committee") at least fourteen (14) days' notice of such meeting shall be given. The Committee shall consist of three or more members appointed by the Board of Directors. The members of the Committee shall be appointed by the Board of Directors but not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and penalties may only be imposed by a majority vote of the Committee.

b. **Hearing.** The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why penalties should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. **Penalties.** The Committee may impose fines against the Lot owned by the Owner for an amount equal to \$100.00 per day for each day an Owner allows a violation to exist which fine shall not exceed \$1000.00 in the aggregate.

d. **Payment of Penalties.** Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties. Once paid, all rights of the Owner and their guest shall be deemed reinstated.

e. **Collection of Fines.** Fines shall be treated as special assessments subject to the provisions for such assessments provided for in this Declaration as modified herein.

f. **Application of Penalties.** All monies received from fines shall be allocated as directed by the Board of Directors.

g. **Non-exclusive Remedy.** These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

11.3 **Towing of Vehicles.** All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational, or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to the recovery of the towed or removed vehicle shall be borne solely by the Owner or the operator of the towed or removed vehicle.

11.4 **Attorneys' Fees.** If any legal action is commenced to enforce the covenants and conditions of this Declaration, the offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs regardless of whether legal proceedings are brought, including all costs and reasonable attorneys' fees at all trial, bankruptcy and appellate levels. Said attorneys' fees and costs may be assessed against the offending Owner's Lot through Specific or Individual Assessments, and lien and foreclosed upon if unpaid.

ARTICLE XII
TRANSFER OF OWNERSHIP AND LEASING OF LOTS

12.1 Forms of Ownership. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership and leasing of a Lot by an Owner shall be subject to the following provisions, which provisions each Owner covenants to observe.

- A. Individual Ownership. A Lot may be owned by an individual person.
- B. Co ownership. Co ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single-family housekeeping unit. If co ownership is to be by more than two persons, the Owners shall designate one natural person as "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the actual Owner.
- C. Entity Ownership. A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. The corporation, trustee or any entity which is not a natural person shall designate one natural person to be the "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the only actual Owner.
- D. Life Estates. A Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during the life estate, the life tenant shall be the only Member in the Association from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co owners for purposes of voting and occupancy rights.

12.2 Transfers.

- A. There shall be no restrictions on transfers of Lots, however, any Owner desiring to sell or otherwise transfer title to his Lot shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.
- B. The Association must be notified of any transfer of title to a Lot as provided in the By-Laws.
- C. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for Assessments as hereafter provided, regardless of when recorded.

12.3 Leasing; Leases. A Lot Owner may lease his/her Lot and the Unit thereon, provided that the Lot Owner's primary or secondary residence is the Unit the first one (1) year after the purchase of the Unit and that each lease term shall be for a minimum of thirty (30) days, and no Lot or Unit may be leased in excess of one (1) time during any twelve (12) month period from November 1st of one year to October 31st of the subsequent year. If an Owner is in arrears to the Association for the payment of assessments or other amounts due the Association: (1) any pending lease of the Owner's Unit may be denied by the Association; and (2) upon notice by the Association to any tenant in such Unit, all rents shall be paid to the Association until such arrears are brought current. Every lease shall include a provision specifying the Association's rights to receive such rents from the tenant, and a provision authorizing the Association to terminate any lease for failure of the tenant to comply with the Association's governing documents. Upon receipt of a copy of the lease, a completed lease application form (as may be required by the Association), and a reasonable administrative fee and background check fee related to same, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval or denial of the lease. By submission of a lease for approval, the Owner and prospective lessees agree that the Association is authorized to conduct a criminal and financial background check as to all proposed occupants under the lease. The Association may deny the lease if such background checks provide reasonable evidence that a) any occupant has been convicted of a felony or misdemeanor involving violence to person or properties, a sex offense, or possession of a controlled substance or drug paraphernalia, b) the Lot Owner or proposed occupants gave false or incomplete information in their leasing application, c) the Lot Owner is delinquent in the payment of assessments, d) the occupants are unlikely to be able to comply with the financial requirements of the lease or e) the Lot Owner failed to provide proper notice of his intention to lease his Unit.

ARTICLE XIII PARTY WALL

13.1 Subject to Declaration. It is hereby declared that any Party Wall, and any extensions of it, shall be subject to the covenants, restrictions and easements set forth in this Declaration.

13.2 Examination of Party Wall. Any Owner who purchases a Unit with a Party Wall acknowledges that they have physically examined the Party Wall prior to closing on the purchase of the Unit and it is mutually agreed that both owners of the Party Wall (hereinafter referred to as the "co owner") waive any and all claims, damages, demands, actions, proceedings, rights or remedies that each may have as against the other arising out of or relating to the Party Wall, including the construction of chimneys and flues therein already constructed as of the date of closing of the purchase of the Unit.

13.3 Duty to Repair or Rebuild. In the event of damage or destruction of the Party Wall from any causes, other than the negligence of either party, the then co owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each co owner, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken if a condition exists which may result in damage or injury to any person or property if repair or reconstruction work is not undertaken. Either co owner, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other co owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay the co owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other co owner shall then have five (5) days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the co owner's share of the cost of the work.

A. If either co owner's negligence shall cause damage to or destruction of the Party Wall, the negligent co owner shall bear the entire cost of repair or reconstruction.

B. If either co owner shall neglect or refuse to pay the co owner's share, or all of the cost in case of negligence, the other co owner may have the wall repaired or restored and shall be entitled to have a mechanics' lien and lis pendens on the Unit of the co owner failing to pay for the amount of such defaulting co owner's share of the repair or replacement cost.

13.4 Establishment of Easement. Each co owner and his respective successors, heirs, or assigns shall have any easement over that part of the Lot of the other co owner on which the Party Wall is located, as may be necessary or desirable to carry out the terms of this Article.

A. Each co owner and his respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement over that part of the Lot of the other co owner necessary or desirable to repair, restore, or extend the Party Wall.

B. Each co owner shall permit the other co owner and the other co owner's contractors, licensees, agents and employees to enter his property for the purpose of repairing or restoring the Party Wall and shall secure the permission of the tenants, if any, occupying the Unit for such entrance.

13.5 Notice. Any notice or report required under this Article shall be sent to a co owner at the address of the co owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co owner, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

13.6 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to a Party Wall contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

13.7 Indemnification. Each co owner agrees to indemnify and hold the other co owner harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co owner.

13.8 Liability for Unpaid Expenses pertaining to Party Wall. Upon any transfer of title to a Unit, the selling co owner ("Grantor") and the purchaser ("Grantee") of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the Party Wall accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

13.9 Use of Party Wall. Either co owner shall have the right to use the side of the Party Wall facing the co owner's Lot in any lawful manner, including attaching structural or finishing materials to it; however, a co owner shall not create windows or doors in the Party Wall without the written consent of the other co owner. Any consent given to one of the co owners to make openings in the Party Wall shall be subject to the right of the other co owner to close up such openings at such times as that co owner desires to use that part of the Party Wall.

ARTICLE XIV UNIT ROOFS

14.1 Subject to Declaration. Each Unit shares a common roof with one or more Units. It is hereby declared that the roof of each Unit shall be subject to the covenants, restrictions and easements set forth in this Declaration.

14.2 Duty to Repair. Each Lot Owner shall maintain, repair, and replace the roof of their Unit and shall further be responsible for the day to day maintenance of the roof. If a Lot Owner fails to maintain their roof, the Association may enter onto the Lot to perform necessary maintenance after forty-eight (48) hour notice. The Association, its contractors, licensees, agents and employees shall have an easement in over each Lot Owner's roof as necessary to repair, restore or replace the roof if the Lot Owner fails to act. The Association may thereafter levy and collect an Individual Assessment from the Lot Owner to pay for the expenses of the necessary maintenance, repair or replacement costs of the repairs. The term "roof" as used herein shall include shingles and all underlying structures creating the roof (trusses, etc.).

14.2 Roof Top Restrictions. Each Unit has been designed to structurally support a hot tub or Jacuzzi in the designated area per the floor plan design layout up to a maximum filled with water weight of 3,200 pounds.

Heavy, or bulky objects are discouraged from being placed on the roof top. The roof top has been designed to support a partial roof top deck, and Unit Owners are prohibited from expanding the area covered by the roof top deck beyond the initially installed area. Unit Owners are responsible for any maintenance, repair and/or replacement of the roof or any installed hot tub or Jacuzzi.

14.3 Notice. Any notice or report required under this Article shall be sent to the Lot Owners at the address of the Lot Owner, as indicated in the records of the Association, unless the address is changed by written notice, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

14.4 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, including, without limitation, the roof thereof, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to the roof of their Unit contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

14.5 Indemnification. Each co owner agrees to indemnify and hold the other co owner(s) harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts or omissions of such co owner(s).

14.6 Liability for Unpaid Amounts for Repair or Replacement. Upon any transfer of title to a Unit, the selling co owner ("Grantor") and the purchaser ("Grantee") of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the roof accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

ARTICLE XV DISCLOSURES

15.1 Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, and/or the Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant from any and liability resulting from same.

15.2 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Areas, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner- or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

15.3 Warranty Disclosure. To the maximum extent lawful, Declarant hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit. The Unit Owner has received nor relied on any warranties and/or representations from Declarant of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof. Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

15.4 Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials, or otherwise. Without limiting the generality of this Section, Declarant does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

ARTICLE XVI GENERAL PROVISIONS

16.1 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of thirty (30) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant, Association and Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that the Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

16.2 Eminent Domain Proceedings. Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Owners equally, in relation to the number of Lots owned by each.

16.3 Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed. Notices sent to Owners shall be mailed to the address of such Owner as set forth in the records of the Association. Each Owner is responsible for notifying the Association of any address corrections or changes.

16.4 Savings Clause. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

16.5 Amendment of Declaration by Declarant. The Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto. Provided, however, that this right of unilateral amendment shall expire upon turnover of control of the Association to Members other than Declarant. Declarant's rights shall include, without limitation, the right to amend this instrument at any time prior to turnover in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not purport to limit or alter the rights afforded any Owners then holding title to Lots in the Properties, purport to change the dimensions of any Lot or Common Areas previously conveyed, or purport to restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot. Any amendment shall relate back to and become effective as of the date of recording of this Declaration, and all Owners, by acceptance of their deed, agree to be bound not only by the terms and conditions of this Declaration, but all amendments hereto, regardless of when such amendments are made.

After turnover of control of the Association to Members other than the Declarant, this Declaration may be amended at any time upon the execution and recordation of an instrument evidencing the adoption of the amendment by Owners holding not less than two-thirds (2/3) of the voting interest of the membership present in person or by proxy at a duly notice meeting where a quorum is present.

16.6 Release or Addition of Property. Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the Property submitted to this Declaration, and Declarant may, in its sole discretion, add to or release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners, provided, however, that this unilateral right to release shall expire upon turnover of control of the Association to Members other than the Declarant. Such addition or release shall be made by the Declarant filing in the Public Records of Pinellas County an amendment to this Declaration providing for the addition or the release of the property from this Declaration. Such amendment shall include any provisions necessary to assure that the property being added to or released from this Declaration shall be entitled to use the roads, water, sewer, irrigation, telephone, cable television, water management and all other infrastructure serving Arlington St. Pete, which the Declarant determines is necessary for the development of the property removed from the Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

16.7 Declarant's and/or Builder's Sales Center; Security Gate. As long as the Declarant or Builder owns any portion of the Properties, (i) Declarant and/or Builder shall have the exclusive right to maintain a sales center, model homes or signs on the Properties, and (ii) Declarant and/or Builder shall have the right to cause any security or other gate(s) for the residential community to remain open during business hours.

16.8 Construction. Whenever the singular is used, it shall include the plural and the singular, and the use of any gender shall include all genders.

16.9 Effective Date of Declaration. This Declaration shall become effective upon its recording in the Public Records of Pinellas County, Florida.

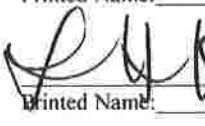
[Signatures on following page.]

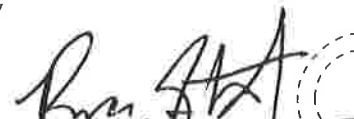
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 28th day of May, 2015.

WITNESSES:

A8 TOWNHOMES, LLC, a Florida limited liability company


Printed Name: Ashley Anderson


Printed Name: Lerna Hardy

By: 
Name: Ryan Studzinski
Title: manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of June, 2015, by Ryan Studzinski, as manager of A8 TOWNHOMES, LLC, a Florida limited liability company, on behalf of the limited liability companies. He is personally known to me or has produced Florida Driver License identification.



GRETHEL PEREZ
Notary Public, State of Florida
Commission # FF 21327
My comm. expires May 23, 2017

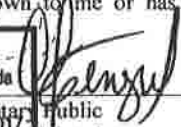

Printed Name: Grethel Perez
My Commission Expires: May 23, 2017

EXHIBIT "A"

(Legal Description)

UNOFFICIAL COPY

DESCRIPTION (BLOCK 1):

LOTS 1, 2 AND 3, BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, SAME BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 2ND AVENUE NORTH AND THE WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, ACCORDING TO SAID PLAT; THENCE S.00°03'48"W., ALONG THE SAID WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, SAME BEING THE EAST BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 124.00 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF A 16-FOOT WIDE ALLEY, ACCORDING TO SAID PLAT; THENCE N.90°00'00"W., ALONG THE SAID NORTH BOUNDARY LINE OF SAID ALLEY, FOR A DISTANCE OF 196.00 FEET, TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 3 OF SAID PLAT; THENCE N.00°03'49"E., ALONG THE EAST BOUNDARY LINE OF SAID LOT 4, FOR A DISTANCE OF 124.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, SAME BEING A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE N.90°00'00"E., ALONG THE SAID SOUTH RIGHT OF WAY LINE, SAME BEING THE NORTH BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 196.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.558 ACRES, MORE OR LESS.

DESCRIPTION (BLOCK 2):

LOTS 16, 17, AND 18, BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 3, LAKE SIDE SNELL & HAMLETT'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 112, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY, FLORIDA WAS FORMERLY A PART, SAME BEING THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF 8TH STREET NORTH AND THE NORTH RIGHT OF WAY LINE OF ARLINGTON AVENUE NORTH, ACCORDING TO SAID PLAT; THENCE N.89°58'09"W., ALONG THE SAID NORTH RIGHT OF WAY LINE OF ARLINGTON AVENUE NORTH, SAME BEING THE SOUTH BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 174.00 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 3 OF SAID PLAT; THENCE N.00°16'55"E., ALONG THE EAST BOUNDARY LINE OF SAID LOT 15, FOR A DISTANCE OF 124.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF A 16 FOOT WIDE ALLEY, ACCORDING TO SAID PLAT; THENCE S.89°58'09"E., ALONG THE SAID SOUTH BOUNDARY LINE OF SAID ALLEY, FOR A DISTANCE OF 174.00 FEET TO A POINT ON THE SAID WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, ACCORDING TO SAID PLAT; THENCE S.00°16'55"E., ALONG THE SAID WEST RIGHT OF WAY LINE OF 8TH STREET NORTH, SAME BEING THE EAST BOUNDARY LINE OF SAID BLOCK 3, FOR A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.495 ACRES, MORE OR LESS.

CONTAINING A TOTAL NET ACREAGE 1.053 ACRES, MORE OR LESS.

EXHIBIT "B"

(Articles of Incorporation)

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June 3, 2014

FLORIDA DEPARTMENT OF STATE

Division of Corporations

ARLINGTON ST. PETE TOWNHOMES ASSOCIATION, INC.
2190 SOUTH BELCHER ROAD
LARGO, FL 33771

The Articles of Incorporation for ARLINGTON ST. PETE TOWNHOMES ASSOCIATION, INC. were filed on June 2, 2014, and assigned document number N1400005164. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H14000127945.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
Claretha Golden
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 914A00011904

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ARTICLES OF INCORPORATION

ARLINGTON ST. PETE TOWNHOMES ASSOCIATION, INC. (A Corporation, Not-for-Profit)

In order to form a corporation under the provisions of Chapter 617 of laws of the State of Florida for a formation of a corporation, not-for-profit, I, the undersigned, hereby create a corporation for the purpose and with the powers herein mentioned.

ARTICLE I

NAME AND ADDRESS

The name of the corporation, herein called the "Association," is ARLINGTON ST. PETE TOWNHOMES ASSOCIATION, INC., and its address is 2190 South Belcher Road, Largo, FL 33771.

ARTICLE II

DEFINITIONS

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions for ARLINGTON ST. PETE (the "Declaration"), as it may be amended from time to time.

ARTICLE III

PURPOSE AND POWERS

3.1 Purpose. The purpose for which the Association is organized is to provide an entity to administer, manage and operate the Arlington St. Pete development, located in Pinellas County, Florida.

3.2 Powers. The Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation, not-for-profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration, or the By-Laws of this Association, or any other restrictions of Arlington St. Pete Townhomes Association, and it shall have all the powers and duties reasonably necessary to operate the Association pursuant to the Declaration as it may hereafter be amended, including, but not limited to, the following:

A. To own and convey property;

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B. To levy and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties;

C. To own, lease, maintain, repair, replace, add to or operate the Common Areas, including without limitation, entry medians, parking areas, front entrances and perimeter and street lighting;

D. To purchase insurance upon the Common Areas for the protection of the Association and its members;

E. To reconstruct improvements after casualty and to make further capital improvements or additions to the Properties;

F. To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

G. To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Association;

H. To contract for the operation and maintenance of the Common Areas or Surface Water Management System and Stormwater Management System and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operations of the Association;

J. To borrow or raise money for any purposes of the Association, without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association;

K. To hold funds and the title to all property acquired by the Association for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws;

L. To operate and maintain the Surface Water Management System and Stormwater Management Systems, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plan compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Moreover, the Association shall operate, maintain, and manage the Surface Water Management System and Stormwater Management System in a manner consistent with Southwest Florida Water Management District

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permit requirements and applicable District rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Surface Water Management System and Stormwater Management System. Additionally, the Association shall levy and collect adequate assessments against Members for the cost of maintenance and operation of the Surface Water Management System and Stormwater Management System;

M. To require all Lot Owners, to be Members of the Association;

N. To take any other action necessary for the purposes for which the Association is organized; and

O. To exercise any and all rights set forth in Chapter 720 of the Florida Statutes, "Homeowners' Associations."

ARTICLE IV MEMBERSHIP

4.1 Qualification. The Members of the Association shall consist of all Lot Owners in the Properties as defined in the Declaration, and as further provided in the By-Laws.

4.2 Change of Membership. Change of membership shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument transferring title to the Unit, and by the delivery to the Association of a copy of such instrument.

4.3 Assignment of Membership Rights. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his fee simple interest in a Lot.

4.4 Voting. The Members shall be entitled to the number of votes in Association matters as set forth in the Declaration and By-Laws. The manner of exercising voting rights shall be as set forth in the Declaration and By-Laws.

ARTICLE V TERM

5.1 Term. The term of the Association shall be perpetual.

5.2 Dissolution. In the event of dissolution, the control or right of access to any portion of the Properties containing the Surface Water Management System or Stormwater Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If the Surface Water Management System or Stormwater Management System are not accepted by governmental or public utility, then they shall be conveyed to a non-profit corporation similar to the Association.

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ARTICLE VI BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII AMENDMENTS

7.1 Procedure. Amendments to these Articles shall be proposed and adopted in the following manner:

A. Until Turnover of Control (as defined in Article XI hereof), A8 TOWNHOMES, LLC, a Florida limited liability company (the "Developer"), shall have the unilateral right to amend these Articles.

B. After election of a majority of the Board other than by the Developer, amendments to these Articles may be proposed either by a majority of the whole Board or by a petition signed by the Members representing at least fifty percent (50%) of the voting interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the Members no later than the next annual meeting for which proper notice can be given.

C. After election of a majority of the Board by Members other than by the Developer, these Articles of Incorporation may be amended by a vote of two-thirds (2/3) of the Members present and voting at a special or annual meeting at which a quorum has been established. Any such amendment may also be approved in writing by a majority of the total voting interests without a meeting. Notice of any proposed amendment must be given to the Members, and the notice must contain the text of the proposed amendment.

D. Any proposed amendment to these Articles, which would affect the Surface Water Management System and Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas), must be submitted to the Southwest Florida Water Management District or its successors for a determination of whether the amendment necessitates a modification of the surface water management permit.

E. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Pinellas County, Florida.

ARTICLE VIII DIRECTORS AND OFFICERS

8.1 Appointment by Developer. All Directors shall be appointed by the Developer until Turnover of Control.

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8.2 Initial Board. The names and addresses of the initial Board of Directors are:

MIKE BEDNARSKI	2190 South Belcher Road Largo, FL 33771
RYAN STUDZINSKI	2190 South Belcher Road Largo, FL 33771
ANNA WEST	2190 South Belcher Road Largo, FL 33771

8.3 Election by Owners. Upon Turnover of Control, subject to Article XI, all Directors shall be elected by the Lot Owners in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

8.4 Number of Directors. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.

8.5 Election of Officers. The business of the Association shall be conducted by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the initial organizational meeting and then the annual meeting of the Members of the Association thereafter and shall serve at the pleasure of the Board.

ARTICLE IX INDEMNIFICATION

9.1 Indemnification of Director or Officer. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and Officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceedings) to which he or she may be a party because of his or her being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his or her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interest of the Association to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his or her action was unlawful or had reasonable cause to believe his action was lawful.

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C. A transaction from which the Director or Officer derived an improper personal benefit.

9.2 Approval of Settlement. In the event of a settlement or any dispute with respect to any indemnification, the right to indemnification shall not apply unless the Board of Directors approves such settlement or disposes of any such dispute as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all rights to which a Director or Officer may otherwise be entitled at law and law in equity.

ARTICLE X PRINCIPAL OFFICE

The principal office of the Association shall be located at 2190 South Belcher Road, Largo, FL 33771. The Association may maintain offices and transact business in other such places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors may from time to time relocate the aforesaid principal office.

ARTICLE XI TURNOVER

Within three (3) months after the Developer has sold 90% of the Lots, ("Turnover of Control") the Developer shall cause two (2) of the members of the Board of Directors appointed by the Developer to resign and the Members shall thereafter be entitled to elect a majority of the members of the Board of Directors of the Association. So long as the Developer holds for sale in the ordinary course of business at least one (1) Lot, the Developer shall be entitled to elect at least one Member of the Board of Directors of the Association. After Turnover of Control, the Developer may exercise the right to vote any Developer-owned Lots in the same manner as any other Member of the Association; provided, however, that the Developer shall not be entitled to select a majority of the Members of the Board of Directors.

ARTICLE XII SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the Surface Water Management System or Stormwater Management System has become the responsibility of an appropriate agency of local government, and if not accepted, then when the Surface Water Management System or Stormwater Management System has been dedicated to a similar nonprofit corporation.

ARTICLE XIII

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SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

Christopher W. Brewer 400 N. Ashley Drive, Suite 1100
Tampa, Florida 33602

**ARTICLE XIV
REGISTERED AGENT**

The initial registered agent of the Association is Christopher W. Brewer at 400 N. Ashley Drive, Suite 1100, Tampa, Florida 33602. This corporation shall have the right to change such registered agent and office from time to time as provided by law.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal this 2nd day of June, 2014.

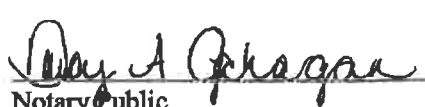
INCORPORATOR:



Christopher W. Brewer

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 2nd day of June, 2014, by Christopher W. Brewer, who is personally known to me or produced as identification.



Notary Public

(Seal) Printed Name: _____

My Commission Expires: _____



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**ACCEPTANCE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

I, the undersigned person, having been named as Registered Agent and to accept service of process for the above-stated corporation at the place designated in this statement, hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: _____

Christopher W. Brewer

Dated: June 2, 2014

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EXHIBIT "C"

(Bylaws)

UNOFFICIAL COPY

**BY-LAWS
OF
ARLINGTON ST. PETE TOWNHOMES ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

1.1 Name. The name of this corporation is Arlington St. Pete Townhomes Association, Inc. ("Association").

1.2 Address. The address of the initial principal office of the Association is 2190 South Belcher Road, Largo, FL 33771.

**ARTICLE II
DEFINITIONS**

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions for Arlington St. Pete Townhomes Association (the "Declaration"), as it may be amended from time to time.

**ARTICLE III
DIRECTORS AND OFFICERS**

3.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) individuals, who shall be appointed by A8 Townhomes, LLC, a Florida limited liability company (the "Developer"), until Turnover of Control. Directors need not be Members.

3.2 Term. Each Director shall hold office for a term of one (1) year.

3.3 Meetings of the Board. The Board shall meet at such times and places as may be called by the President or a majority of the Board. Notice of meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours prior to the meeting, except in an emergency. In the alternative, notice of the meeting may be mailed to all Members at least seven (7) days prior to the meeting, except in an emergency.

3.4 Open Meetings. Meetings of the Board shall be open to Members, but Members shall not be entitled to participate at such meetings.

3.5 Action by Board without Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting, if authorized in writing signed by all of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association.

3.6 Quorum. A majority of the Directors shall constitute a quorum to transact business of the Board, and an act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

3.7 Compensation. No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

3.8 Election of Board. Subsequent to Turnover of Control:

A. Prior to each annual meeting of the Members, and unless prohibited by law, the Board may appoint a Nominating Committee consisting of three (3) individuals, using such procedures as the Board may establish. The Nominating Committee shall nominate one (1) person for each vacancy to be filled at that annual meeting. Other nominations may be made from the floor.

B. All elections to the Board (except with respect to any Director(s) appointed by the Developer, in which case the Developer simply notifies the Board of the name of the individual it appoints) shall be by written ballot (unless dispensed with by unanimous consent). The ballots shall contain the names of the nominees named by the Nominating Committee, blanks for write-in candidates, and nominations from the floor. The Secretary shall provide ballots to each Lot Owner at the Annual Meeting.

C. Each Lot Owner shall be entitled to cast one (1) vote per Lot for each vacancy to be filled. No mail-in ballots shall be allowed.

D. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board at the meeting at which they were elected.

3.9 Enumeration of Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board may appoint. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Officers other than those appointed by the Developer controlled Board must be Lot Owners in the Neighborhood.

3.10 Term of Officers. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year. Officers appointed at the first meeting of the Board shall hold office until their successors shall have been appointed and shall qualify.

3.11 Resignation. Any Director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

3.12 Vacancies. When a vacancy occurs on the Board, the vacancy shall be filled by action of the Board until a successor director is elected at the next annual meeting, except if said vacancy pertains to a Director appointed by the Developer, then the Developer shall designate said replacement Director. When a vacancy occurs in an office for any reason, the office shall be filled by the Board at its next meeting by appointing a person to serve.

3.13 Removal of Directors. After Turnover of Control, any Director selected by the Members may be removed with or without cause by a majority of the total voting interests in the Association.

3.14 Removal of Officers. Any officer of the Association may be removed by the Board at any time, with or without cause.

ARTICLE IV

ASSOCIATION MEMBERSHIP

4.1 Qualification. Members of the Association shall be all Lot Owners.

4.2 Use of Common Areas. Members and their immediate family who reside in Arlington St. Pete, and Guests, shall have a license to use the Common Areas subject to such Rules and Regulations as may be established by the Board.

4.3 Voting Rights. The Members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant, as defined in the Declaration.

4.4 Suspension of a Member. The Board may suspend a Member's use and access to the Common Areas during any period during which any Assessment remains delinquent, or during the period of any continuing violation

by a Member of the provisions of the Declaration, or a period to be determined by the Board, for repeated violations of the Declaration, By-Laws or Rules and Regulations of the Association. However, under no circumstances shall a Member be prevented access to his Lot or residence. For purposes of this paragraph, a violation by a tenant or Guest of a Member shall be considered a violation by such Member.

4.5 Termination of Membership. When a Member ceases to be an Owner, such person's membership shall terminate. However, the termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership. Termination of a membership does not impair any rights or remedies which the Association may have against such Member arising out of, or in any way connected with, such ownership of a Lot and the covenants and obligations incident thereto

ARTICLE V

MEMBER MEETINGS

5.1 Annual Meeting. The annual meeting of the Members for the election of Directors and the transaction of whatever other business may properly come before the Members shall be held as outlined below.

5.2 Notice. Notice of the annual meeting shall be mailed, postage prepaid, not less than ten (10) days and not more than sixty (60) days prior to the date of the annual meeting and shall state the purpose, time and location of the meeting. Such notice shall be addressed to each Lot Owner at the address of the Owner as set forth in the Association's books and records.

5.3 Special Meetings. Special meetings of the Members may be called for any purpose at any time by a majority of the Board, or by the written petition of fifty percent (50%) or more of the total voting interests, setting forth the purpose of the special meeting. Notice of such special meeting shall be in the same form and mailed in the same manner as for the annual meeting.

5.4 Quorum. Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. After a quorum has been established at a meeting of the Members, the subsequent withdrawal of Members, which reduces the number of votes at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is specifically required.

5.5 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Call of the roll and certification of quorum;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes and disposal of any unapproved minutes;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Old Business;
- H. New Business; and
- I. Adjournment.

5.6 Action by Members without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the Members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of the Members' rights to call a special meeting of the Association Members as elsewhere provided in these By-Laws.

ARTICLE VI

POWERS

6.1 Sources of Power. The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Association and these By-Laws, all of which shall be exercised by the Board, unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these By-Laws or by law.

6.2 Enumeration of Powers. The powers of the Association shall include, but not be limited to, the following:

- A. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation;
- B. The power to adopt a corporate seal for the Association;
- C. The power to levy and collect Assessments against Owners, as provided for in the Declaration and these By-Laws;
- D. The power to expend monies collected for the purpose of paying the common expenses of the Association;
- E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association Property and Common Areas;
- F. The power to employ the personnel required for the maintenance and operation of the Association, the Association Property and the Common Areas;
- G. The power to pay utility bills for utilities serving the Association Property and Common Areas;
- H. The power to contract for the management of the Association;
- I. The power to make reasonable rules and regulations and to amend them from time to time;
- J. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and the rules and regulations promulgated by the Association;
- K. The power to enforce by any legal means the provisions of the Declaration, including, without limitation, the architectural and use restrictions contained therein;
- L. The power to control and regulate the use of the Association Property and Common Areas by the Lot Owners;

M. The power to select depositories for the Association's funds and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed; and

N. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association Property and Common Areas.

ARTICLE VII

DUTIES OF OFFICERS

7.1 President. The President shall be chief executive officer of the Association and shall perform all duties normally required of the President of a non-profit corporation.

7.2 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence and such other duties as the Board may, from time to time, determine.

7.3 Secretary. The Secretary shall perform the following duties:

- A. Attend all meetings of the Board and keep the records and minutes of the proceedings;
- B. Keep such membership records as required, prepare and serve notice of meetings of members and attend to all correspondence on behalf of the Association, or cause these things to be done; and
- C. All other duties as the Board may, from time to time, determine.

7.4 Treasurer. The Treasurer shall perform the following duties:

- A. Attend all meetings of the Board;
- B. Have custody of the funds of the Association;
- C. Collect monies due the Association, including Assessments;
- D. Keep or supervise the keeping of accounts of all financial transactions of the Association and books belonging to the Association, and deliver such books to his successor;
- E. Prepare the annual budget for the Association and present it to the Board for its consideration; and
- F. Any other duties as the Board may, from time to time, determine.

ARTICLE VIII

FISCAL MANAGEMENT

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

8.2 Records. The Association shall maintain accounting records according to generally accepted accounting principles that shall be open to inspection by Members at the Association's offices during reasonable times, as set by the Board. A register for the names of all Institutional Mortgagees who have notified the Association of their liens, and to which lienholders the Association will give notice of default in payment of Assessments, if required, shall also be maintained.

8.3 Budget. The Board shall adopt a budget for the next fiscal year that shall include the estimated revenues and expenses for that year and the estimated surplus or deficit for the current year.

8.4 Financial Management. The receipts and disbursements of the Association may be credited and charged to accounts as the Board may determine, in accordance with generally accepted accounting principles.

ARTICLE IX ASSESSMENTS

9.1 Monthly Assessments. The Association shall have the power and authority to levy and collect monthly Assessments for purposes of operating the Association, as more particularly set forth in the Declaration.

9.2 Determination of Monthly Assessment. Prior to the beginning of each fiscal year, the Board shall establish the amount of the monthly Assessment for each month necessary to fund the budget as approved by the Board.

9.3 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments for payment of unexpected expenses, as more particularly set forth in the Declaration.

9.4 Specific Assessments. The Association shall have the power and authority to levy and collect Specific Assessments for payment of unexpected expenses, as more particularly set forth in the Declaration.

9.5 Collection of Assessments. The Association shall bill and collect all Assessments pursuant to the terms and conditions set forth in the Declaration.

9.6 Unconditional Obligation of Owner. Suspension of a Member by the Board shall not relieve a Member from the obligation to pay any Assessment as it becomes due. In addition, no Member may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, or by abandonment or otherwise.

ARTICLE X MISCELLANEOUS

10.1 Amendment. These By-Laws may be amended in the following manner:

A. Prior to Turnover of Control, the Developer shall have the unilateral right to amend these By-Laws.

B. After Turnover of Control, these By-Laws may be amended, altered or repealed by a majority vote of the voting interests in the Association.

10.2 Conflicts. In the event of a conflict between these By-Laws and the Articles of Incorporation or Declaration, the Articles of Incorporation or Declaration shall control.

10.3 Seal. The Association shall have a seal in a circular form, having within its circumference the word Crescent Lake Townhomes II Homeowners Association, Inc., a Florida corporation, not-for-profit.

10.4 Turnover. Upon Turnover of Control, which shall occur at the time set forth in the Declaration, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer.

IN WITNESS WHEREOF, we, being all of the Directors of Arlington St. Pete Townhomes Association,
Inc., a Florida corporation, not for profit, have hereunto set our hands this 28th day of May, 2015.


MIKE BEDNARSKI


RYAN STUDZINSKI


ANNA WEST

UNOFFICIAL

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of Arlington St. Pete Townhomes Association, Inc., a Florida corporation, not-for-profit, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 28th day of May, 2015.



Ryan Studzinski, Secretary

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