

MASTER DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
OF GLEN LAKE ESTATES

THIS DECLARATION made this 11th day of December
1986, by ROGER B. BRODERICK (the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community, which community has been named by the Developer "Glen Lake Estates"; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the community" and for the maintenance of the common easements and common properties, as applicable; and to this end, the Developer desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an entity to which should be delegated and assigned the powers of maintaining and administering the common easements and properties, as applicable, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws Of the State of Florida GLEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. for the purposes of exercising the functions stated above.

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter cert forth.

ARTICLE I

DEFINITIONS

The following words when used in this Master Declaration of Covenants, Restrictions and Easements of Glen Lake Estates shall have the following meanings:

"Annual Assessment" shall mean each Lot's share of the funds required for the payment of Operating Expenses, which from time to time shall be assessed against the Owner based on the then current annual budget of the Association.

"Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

"Assessment" shall mean Annual Assessments, Special Assessments, Extraordinary Special Assessments, Individual Assessments, or any other charges which are levied against an Owner by the Association pursuant to this Declaration or any other Land Use Document.

"Assessment Period" shall mean one (1) calendar month.

"Assessment Year" shall mean one (1) year commencing on the date of each such year set forth in the Bylaws.

"Association" shall mean Glen Lake Estates Homeowners Association, Inc., its successors and assigns, whose purpose is to administer the Properties in accordance with the provisions of this Declaration and the other Land Use Documents.

"Board" shall mean the Board of Directors or other representative body responsible for administration of the Association.

"Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

"Common Properties" shall mean the personal and real property owned or to be owned by the Association, including without limitation the following: Entry Signs, lift stations fountains, street lights, lighting, landscaping, utilities and street improvements, signs, easement and/or other legal rights as well as any additional property acquired by the Association. '

"Common Wall" shall mean privacy wall extending around the perimeter of the Properties (except the Lake frontage), which was originally built by Developer, which shall not be deemed Common Properties, but shall be maintained by the Association as provided herein below.

"Declaration" shall mean this Master Declaration of Covenants, Restrictions, and Easements of Glen Lake Estates as amended from time to time.

"Developer" shall mean ROGER B. BRODERICK and his successors and assigns, provided there is an exclusive assignment of Developer's rights and obligations hereunder to such successor or assign. Additionally, Developer may assign all or only a portion of such rights and obligations as to all or only a portion of the Properties. In the event of any such partial assignment, the assignee shall not be deemed Developer as to the rights and obligations created by this Declaration, but shall have only those rights and obligations specifically set forth in such assignment. Any such assignment may be made on a non-exclusive basis.

"Drainage Agreement" shall mean the Drainage Agreement and Declaration of Easements dated December 9, 1985 between Developer, the Association, and First Baptist Church of St Petersburg, Incorporated, pursuant to which the Association has the responsibility to maintain the drainage system, which agreement was recorded in O.R. Book 6133, Page 1773 public Records of Pinellas County, Florida.

"Entry Easement" shall mean the easement which gives access to the Properties. Said easement was reserved in Special Warranty Deed recorded in O.R. Book 6000, page 396, and was referenced in Declaration of Easement recorded in- O.R. Book 6072 Page 2040, all in the Public Records of Pinellas County, Florida.

"Entry Signs" shall mean the sign(s) described in Article V, Section 8 hereof.

"Extraordinary Special Assessment" shall mean those Assessments imposed pursuant to Article VI, Section 3.b. hereof.

"First Amendment" shall mean the First Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions for Glen Lakes, recorded in O.R. Book 5961, Page 1351 Public Records of Pinellas County, Florida.

"Governmental Body" shall mean any governmental body, agency or entity which has authority over the Properties or any portion thereof.

"Guarantee Period" shall mean any period of time during which the Developer guarantees the budget of the Association as more fully described in Article VI, Section 5 hereof.

"Individual Assessment" shall mean any financial charge levied by the Board against a specific Owner pursuant to the terms of any Land Use Document, including those levied pursuant to the authority of the Board to enforce the provisions of the Land Use Documents by imposing fines, late charges and interest, and those levied pursuant to any provision permitting the Association to collect attorneys' fees and costs.

"Lake" shall mean the area(s) shown as a lake(s) on the Plat, as well as to any other lake(s) created on the Properties at any time after the recording of the Plat.

"Land Use Document" shall mean this Declaration, the Articles, the Bylaws, the Rules, and any additional recorded or unrecorded subdivision documents governing the Properties, all as amended from time to time.

"Living Unit" shall mean any building situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

"Lot" shall mean the individual parcels of land shown upon any recorded subdivision plat of the Properties which are intended to contain a Living Unit or to any reconfiguration of such parcels. In the event that any such parcels are combined or otherwise reconfigured, each reconfigured parcel on which a Living Unit is erected shall constitute one Lot.

"Member" shall mean all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

"Mortgagee" shall mean any institutional lender including commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other institutional lender engaged in financing the purchase, construction, or improvement of real estate, or any institutional assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities.

"Notice" shall mean;

- a. Written notice delivered personally or mailed to the last known address of the intended recipient; or
- b. Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pinellas County; or
- c. Notice given in any other manner provided in the Bylaws of the Association.

"Operating Expenses" shall mean the expenses, reserves and other amounts incurred by the Association for management, construction, installation, improvement, maintenance, upkeep, repair, utilities, insurance, and such other obligations as are required or permitted by any Land Use Document in the operation of the Properties.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Plat" shall mean the plat(s) referred to in Exhibit "A" attached hereto.

"Preservation Areas" shall mean the area(s) referred to as such on the Plat.

"Properties" shall mean all property which is subject to this Declaration under the provisions of Article II hereof, plus all additions thereto, and minus all deletions therefrom, as allowed by the provisions of this Declaration.

"Roads" shall mean the area designated as "Ingress/Egress and Utility Easement" on the Plat.

"Rules" shall mean any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration or any other Land Use Document.

"Single Family" shall mean either a single person occupying a Living Unit and maintaining a household, or two (2) to six (6) persons related by blood, marriage, or adoption occupying a Living Unit and living together and maintaining a common household, or not more than four (4) unrelated persons occupying a Living Unit.

- "Special" Assessment" shall mean an Assessment assessed in accordance with the provisions of Article VI, Section 3.a. hereof.

"Tract 1" shall mean the real property referred to as such on the Plat minus that portion of said Tract 1 lying within the platted Glen Lakes Boulevard Ingress/Egress and Utility Easement located on the Southeast portion of said Tract.

"Tract 1 Agreement" shall mean the Agreement Between Adjacent Property Owners recorded in O.R. Book 6273, Page 2018, Public Records of Pinellas County, Florida.

"Tract 1 Owner" shall mean the fee simple owner(s) of Tract 1.

"Turnover Meeting" shall mean the membership meeting for the election of officers and directors which shall occur as provided in Article III hereinbelow.

"Utility Servicers" shall mean any and all utility companies, whether public or private, which provide utility and other essential services for the Properties, including without limitation electric, water, sewer, telephone, gas, cable television, drainage, and garbage disposal services.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of St. Petersburg in Pinellas County, Florida, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION! TURNOVER

Section 1. Membership. Every person or entity who is an owner of fee simple title to any Lot shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

a. Class "A" - Class "A" Members shall be all those owners as defined in Section 1 with the exception of the Developer. When more than one person holds such interest in any Lot, all such persons shall be Members. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1, but in no event shall more than one vote be cast with respect to any such Lot. The Articles and Bylaws may establish procedures for voting when the title to a Lot is held in the name of a corporation or other entity or by more than one individual, or by any combination of the above.

b- Class "B" - The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Section 1. notwithstanding any provision in any Land Use Document to the contrary, the Developer shall have the right to elect or appoint a majority of the Board until the Turnover Meeting. The Turnover Meeting shall be called within sixty (60) days following the occurrence of the earlier of the following events:

(1) Ninety percent (90) of all Lots have been sold and conveyed by the Developer to non-Developer Owners;

(2) The Developer in its sole discretion relinquishes its right to elect or appoint a majority of the Board; or

(3) Five (5) years after the date of the first conveyance of a Lot to a non-developer Owner by the Developer.

At the Turnover Meeting, the Members shall elect officers and directors; provided, however, so long as the Developer is the Owner of one Lot, the Developer shall be entitled to appoint one (1) director on the Board.

ARTICLE IV

CONVEYANCE OF COMMON PROPERTIES

The Developer shall transfer title to the Common Properties to the Association no later than the date of conveyance of the last Lot by the Developer to a non-Developer Owner. The Developer shall convey the Common Properties by Bill of Sale and/or Quit Claim Deed and/or other legal instrument, as appropriate. The Association shall be required to accept such conveyance "as is" at the time of conveyance without any representations or warranties, expressed or implied, in fact or by law. All costs and expenses of such conveyance shall be paid for by the Association. Conveyance of a Lot by the Developer to a non-Developer Owner shall not be deemed to convey title to any Common Properties located thereon.

ARTICLE V

EASEMENTS

Section 1. In General. Each easement created hereunder or created on the Plat shall be without the necessity of restating such herein, nonexclusive and perpetual for the purposes described herein and on the Plat. Developer hereby reserves to itself for so long as it owns any portion of the Properties and grants to the Association the right to grant any other easement over the easement areas described on the Plat including without limitation those shown as "Ingress/Egress and Utility Easement". The easements described or -created herein in favor of any person or entity shall be deemed to likewise be in favor of, as appropriate, ..without the necessity of restating such

herein, the family, members, guests, lessees, tenants, invitees, agents, servants, and employees of such person or entity. It is specifically intended that the easements created or referenced herein in favor of an Owner other than the Developer shall run with the Lot and only be used and enjoyed by the present Owner thereof.

Section 2. Developer's Easements and Use Rights.

Developer reserves for itself for so long as it owns any portion of the Properties easements over, across, under, and through the Properties as may be necessary to permit Developer to develop any and all portions of the Properties, and to exercise its rights and perform its obligations as the same may be created under this Declaration. Except as may be limited in this Declaration or the Plat or by applicable law, so long as the Developer owns any portion of the Properties, Developer shall have the right to make such uses of the Properties as Developer shall from time to time desire including the right to construct, maintain and repair such improvements (and the carrying on of all activities appurtenant thereto or associated therewith) as the Developer deems appropriate for the development of the Properties. -Developer hereby reserves for itself the right to use all parts of the Properties in conjunction with its program of sale, lease, construction and development of the Properties, including without limitation the right to construct, repair, and maintain improvements, transact business, maintain models, construction offices, and sales offices, place signs, employ sales personnel, show Lots and Living Units, store construction materials, and assemble and construct components. Any models, sales areas, sales offices, parking areas, construction offices, signs and other personal or real property pertaining to the sale, lease, construction, maintenance, repair, and development efforts of Developer shall not be part of the Common Properties and shall remain the property of Developer. In Developer's discretion, all easements and rights in favor of Developer created or referred to by this Declaration shall be deemed to likewise include, without the necessity of restating such herein, its successors, assigns, guests, invitees, agents, servants and employees. To the extent reasonably possible in its exercise of the rights stated above, the Developer shall avoid interfering with the use and enjoyment of a Lot by the Owner thereof.

Section 3. Owners' Easement of Ingress and Egress.

Each Owner is hereby granted an easement for vehicular and pedestrian traffic over and across the Roads. Except for the purpose of access to his Lot, each Owner's rights to use of the Roads shall be subject to the following:

a. The right of the Association to suspend the use and enjoyment rights of any Owner, and all others holding rights through such Owner, for any period during which any Assessment remains unpaid by such Owner, or for a period determined by the Board for any violation of any Land Use Document; It being understood and agreed that the suspension shall not constitute a waiver or discharge of any obligation of such Owner? and

b. The right of the Association to place reasonable restrictions upon use of the Roads, including without limitation, the maximum and minimum speeds of vehicles, other traffic and parking regulations, and maximum noise levels of vehicles. The fact that any restriction on the use of the Roads is more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

Section 4. Utility, Drainage, and Irrigation Easements .

a. Developer hereby reserves unto itself for so long as it owns any portion of the Properties and grants to the Association, appropriate Governmental Bodies and Utility Ser-

vicers' easements over, under, across and through those portions of the Properties designated as such easement areas on the Plat for ingress, egress, and access and for the installation, construction, maintenance, repair, alteration, and operation of utility services to adequately serve the Properties, including without limitation, temporary roads, cable television and radio services, public utilities (including but not limited to water, sewer, electric, gas and other utility services, both publicly and privately operated), irrigation systems (including the installation of irrigation pumps) and drainage systems (including the installation of drainage pipes and ditches) on the Properties, together with all machinery and apparatus appurtenant thereto as may be necessary or desirable for servicing the Properties and all improvements and facilities located thereon. Any entity or individual making an entry pursuant to this Section shall restore the property as nearly as practicable to the condition which existed prior to such entry.

b. Developer hereby reserves unto itself for so long as it owns any portion of the Properties and grants to the Association the right to grant, expand or relocate reasonable easements for the purpose of installation, construction, maintenance, repair, alteration and operation of utility services, of a size and location as Developer or the Association deems advisable, so long as any such easement is located so as not to unreasonably interfere with the use of any improvements which are or will be located thereon. Additionally, the requirements of Section 12 below shall be observed.

c. Drainage flow shall not be obstructed or diverted from drainage facilities and easements. However, the Association and Developer shall have an easement to cut drainways for surface water wherever and whenever such action may appear to the Association or Developer to be necessary to maintain reasonable standards of health, safety and appearance. This easement includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other action necessary to maintain reasonable standards of health and appearance. No Owner may alter the elevation or slope of drainage areas except upon consent of the Association and Developer (for so long as Developer owns any portion of the Properties).

d. To the extent reasonably possible all utility, drainage and irrigation facilities, shall be installed underground or screened from view.

Section 5. Landscaping. Repair. Maintenance and Other Duties. Developer hereby reserves unto itself for so long as it owns any portion of the Properties and grants to the Association easements for ingress, egress, installation, construction, repair, alteration, operation and maintenance over, under, across and through the Properties to perform its obligations and duties created hereunder and in the other Land Use Documents.

Section 6. Easement for Governmental. Health. Sanitation and Emergency Services. An easement for ingress and egress and access for persons, vehicles, and equipment is hereby granted to the appropriate governmental authorities and private organizations supplying services such as mail, health, sanitation, police, and any emergency services such as fire, ambulance and rescue services, over and across such portions of the Properties as may be appropriate for purposes of providing their services to the Properties and the Owners and occupants thereof.

Section 7. Easement for Security Services. Developer hereby reserves unto itself for so long as it owns any portion of the Properties and grants to the Association the right to construct, improve, repair, and maintain security guardhouses within the Roads to insure access to the Properties or any portion thereof -solely by the persons or entities permitted therein. Developer and the Association shall likewise have the authority to hire security personnel or contract with a security

firm to provide security services throughout the Properties, and in that regard Developer, the Association, and any such security firm or personnel shall have a right of access throughout the Properties to provide such security services.

Section 8. Easement for Entry Signs. Developer hereby reserves for itself, for so long as it owns any portion of the Properties and grants to the Association, the right to construct, repair and maintain Entry Signs on the portion of Lot 34, Block 2, of the Plat which is identified on the Plat as "Sign Easement." The Entry Signs shall be for the purpose of identifying the development as Glen Lake Estates and providing any other related information deemed appropriate by Developer or the Association. Said easement shall include the right to construct, repair and maintain lighting of the Entry Signs, as well as the right to construct, repair, and maintain the Entry Signs as a portion of the Common Wall located on said Lots.

Section 9. Construction. Developer is presently developing and improving portions of the Properties, including without limitation, the facilities contemplated by the various easements provided for in this Declaration, but such development and improvement will not be completed for a considerable period of time. The Association, on its own behalf and on behalf of the Owners, agrees that such construction is specifically consented to in such manner as Developer shall determine in its sole discretion, and without the right of the Association or an Owner to give any guidance or instruction thereto. The absolute right of Developer to so develop the Properties shall include, without limitation, the right to develop and construct any facilities within the easement areas in the manner in which Developer deems appropriate. In no event shall the Association, or one or more Owners have the right to restrict or prevent such construction or development.

Section 10. Right to Obstruct Easements. Developer, so long as it owns any portion of the Properties, and the Association, or either, shall have the right to use and to obstruct any easement for a reasonable period of time incident to any construction, improvement, repair or maintenance performed by them on the Properties; provided that Developer and the Association, as applicable, shall use its-best efforts to minimize the inconvenience or disruption of use of such easement by others entitled to use such easement.

Section 11. Creation and Alteration of Easements. Developer, for- so long as it owns any portion of the Properties, and the Association, or either, shall have the right to create additional easements and to alter (by relocation, expansion, reduction, reconfiguration, or in any other manner) any easement area (or portion thereof) referred to herein, created hereunder or which may be created at a later date, provided that the following conditions are met;

a. In the case of alterations, in the event that the initial easement area was improved, said area shall be restored to its natural state at the cost and expense of the altering party, and improvements in the altered easement area shall be constructed in a comparable state and condition as that which existed in the initial easement area.

b. Any alteration of an easement shall not unreasonably prevent the use or benefit of the easement, as altered, for the purposes for which it was initially created.

c. When required, the prior consent or approval of a Governmental Body shall be obtained.

d. Any such creation or alteration shall not impose an unreasonable hardship or burden on any Owner or group of Owners.

e. Where appropriate, Developer or the Association, as the case may be, shall execute an appropriate instrument in recordable form wherein it is agreed and specified that the particular easement is created or is altered from the initial area or form to an area or form described in such instrument, and such instrument shall be recorded in the public records of Pinellas County, Florida. The recordation of such instrument in the public records of Pinellas County, Florida, shall constitute constructive notice and knowledge to all third parties to the effect that all of the above conditions have been complied with and that such easement has been created or altered as aforesaid.

f. For so long as the Developer owns any portion of the Properties, the Association shall be required to obtain the Developer's consent to any exercise by the Association of the Association's rights created in this Section 12.

g. There shall be no limitation as to the number of times an easement may be altered, provided that the conditions set forth in this Section shall be complied with in each instance in which the easement is altered.

ARTICLE VI

BUDGET AND ASSESSMENTS

Section 1. "Annual' Budget. Each year, before the end of the Assessment Year, the Board shall approve an annual budget establishing the projected Operating Expenses for the succeeding year. Said budget shall detail the estimated expenses for fulfilling the Association's responsibilities with regard to the Properties, and the general and administrative costs of the Association. At any time during any Assessment Year the Board may adjust the annual budget if it determines that the Operating Expenses of the Association for that year are in some lesser or greater amount than was originally anticipated in the annual budget for that year, in which case the Annual Assessments shall be likewise adjusted.

Section 2. Annual Assessments. Each year all Operating Expenses projected in the annual budget for such year shall be equally apportioned among the Owners as an Annual Assessment. Annual Assessments shall be payable by Owners in equal installments on the first day of every Assessment Period. Written notice of the Annual Assessment shall be sent to the Owners.

Section 3. Other Assessments

a. In addition to the Annual Assessments authorized above, the Association may levy Special Assessments (which Special Assessments shall be apportioned in the manner determined by the Board) in order to provide for the actual economic needs of the Association or for the purpose of defraying the cost of the purchase of real or personal property, the construction, reconstruction, unexpected repair or replacement of a capital improvement, including fixtures and personal property related thereto, or the expense of any other contingencies. Special Assessments shall be levied in a lump sum or in installments as the Board shall, from time to time, determine. Special Assessments are only applicable for the Assessment Year in which they are levied. Notwithstanding anything contained herein to the contrary, the Developer shall not be assessed for capital improvements without its written consent.

b. In the event of unforeseen occurrences, emergencies or casualty loss endangering the Properties or any portion thereof or improvements thereon or the health, welfare, or safety of the Owners or occupants of the Properties, the nature and extent of which require immediate remedial action to be undertaken by the Association, the Board may impose an

Extraordinary Special Assessment to defray the costs thereof. The powers and authority herein granted are in recognition of the fact that provision to respond to such unforeseen occurrences and emergencies, or casualty loss may not have been anticipated or provided for in the budget of the Association upon which Annual Assessments are based. The due date of any Extraordinary Special Assessment shall be fixed in the resolution authorizing such Assessment.

c. Individual Assessments may be levied against a Lot in accordance with other provisions of this Declaration.

d. The original purchaser of each Lot from the Developer may be required to pay to the Association at closing an initial fee, which sum shall be over and above the other Assessments provided for herein.

Section 4. Rights of Interested Parties.

a. Any person who acquires an interest in a Lot, except for a Mortgagee taking title through foreclosure or a deed in lieu of foreclosure, shall not be entitled to occupancy of the Lot or enjoyment of the Properties until such time as all unpaid Assessments due and owing by the former Owner have been paid.

b. Any Owner shall have the right to require from the Association upon payment of a reasonable charge therefore a certificate showing the amount of unpaid Assessments against him with respect to his Lot. The holder of a mortgage or other lien shall have the same right with regard to any Lot upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby.

c. The Association, acting through its Board, shall have the right to assign its claim of lien for the recovery of any unpaid Assessments to the Developer, other Owners, or any third party.

Section 5. Developer's Obligation for Assessments.

For so long as Developer owns any Lot, it shall not be required to pay Assessments pertaining to such Lot(s) during any period that it guarantees to fund the difference between the sum of all Assessments for Operating Expenses collected from the other Owners and the actual cost of such Operating Expenses (the "Guarantee Period"). Developer hereby guarantees to fund any such difference during the period beginning with the commencement of Annual Assessments and ending with the last day of the first full Assessment Year thereafter (the "Initial Guaranty Period"), and Developer guarantees that the Annual Assessment for Operating Expenses imposed upon an individual Lot during the Initial Guarantee Period shall not exceed \$ 210.00 annually. Developer may elect to extend the Initial Guarantee Period or any subsequent Guarantee Period, or reinstate the Guarantee Period by giving the Board written notice of such election at any time. The duration of the extended or reinstated Guarantee Period and the stated dollar amount of the maximum Annual Assessment for Operating Expenses to be levied against the Owners during such Guarantee Period shall be set forth in Developer's notice; provided, however, said stated dollar amount for any particular Assessment Year shall never exceed one hundred fifteen percent (115) of the Annual Assessment for the next prior Assessment Year of the Association. At any time Developer may commence paying Assessments for the Lots it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter Developer may again elect to fund the deficit. Developer's election to fund deficits shall not require Developer to fund reserve accounts.

Section 6. Date of Commencement of Annual Assessments. The Annual Assessment provided for herein shall commence as to all Lots on the day of the conveyance of the first Lot to an owner by the Developer. The first Annual Assessment shall be prorated according to the number of days and months remaining in the Assessment Year.

Section 7. First Amendment. The First Amendment provides certain agreements concerning the creation, use, maintenance and operation of sewer and water lines and roadway easements across the Properties and across other real property adjacent thereto, including Tract 1. The Association shall be responsible for the timely payment of all amounts due and payable by the owner of the Properties pursuant to the First Amendment and for compliance with and enforcement of the provisions of the First Amendment as such provisions relate to the Properties. Except as provided in Section 8 next below, all amounts expended by the Association in connection with or arising out of the provisions of the First Amendment shall be Operating Expenses of the Association and shall be assessed to the Owners in the same manner as provided for herein as to other Operating Expenses.

Section 8. Tract 1. The Developer hereby assigns its rights and responsibilities set forth in the Tract 1 Agreement to the Association, except for those rights and responsibilities set forth in paragraph 5. "Site Plan", of the Tract 1 Agreement. Pursuant to the Tract 1 Agreement the Tract 1 owner is required to pay certain amounts to the Developer, or his assigns, all as more particularly described therein. The Association shall bill and collect such amounts pursuant to the Tract 1 Agreement. In the event that the Association is unable to collect from the Tract 1 Owner the amounts due pursuant to the Tract 1 Agreement, such unpaid amounts shall be deemed to be Operating Expenses collectible from all of the Owners.

Section 9. Assessments for Certain Utilities Services. The Association shall have the right to collect the charges and costs incurred in connection with the provision of utilities to the Lots (including, without limitation, treated wastewater, sewer, water, and drainage) and the construction, maintenance and repair of improvements in connection with such utilities as a portion of the Annual Assessments or in any other manner which it elects in the interest of fairness or practicality.

ARTICLE VII

LIABILITIES, LIENS, - INTEREST AND COLLECTION OF ASSOCIATION'S ASSESSMENTS

Section 1. Covenant for Assessments. The Developer, for each Lot owned by it and each Owner, by acceptance of delivery of a deed or other conveyance for any Lot, whether or not it shall be so expressed therein, shall be deemed to covenant and agree to pay all Assessments imposed by the Association in accordance with the terms of this Declaration which come due while it is the Owner; provided that Developer shall be obligated to pay such Assessments only to the extent as is otherwise provided herein. Whenever there is more than one (1) Owner of a Lot, all Owners shall be deemed to likewise covenant and agree to be jointly and severally liable for all Assessments against their Lot. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments against the grantor up to the time of such voluntary conveyance without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefore. The liability for said Assessments may not be avoided by waiver of the use or enjoyment of any of the Properties, services or recreation facilities or by abandonment of the Lot for which the Assessment was made.

Section 2. Delinquent Assessments. All such Assessments or installments thereof not paid when due shall bear interest from the date when due until paid at the rate of eighteen percent (18) per annum. In addition, for any Assessment or installment not paid on or before ten (10) days from the date when due, the Association shall have the right and power to levy late charges against the delinquent party in such amounts as may be determined by said Association, from time to time. The Association may waive payment of interest or late charges or both on determination that such waiver is in its best interest.

Section 3. Lien Rights and Foreclosure.

a. The Association shall have a continuing lien right as to each Lot for any unpaid Assessments, with interest and late charges thereon and the cost of collection thereof, until paid, which lien shall be binding upon such property in the hands of the then Owner, his successors, heirs, devisees, personal representatives and assigns. The Association shall have the right to accelerate any unpaid balance of the Assessment, which amount may also be secured by said lien. Such liens shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida of a claim of lien stating the description of the Lot, the name of the record Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claim of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment including attorneys' fees and costs, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of such recording of the claim of lien, including the lien of a Mortgagee. Additionally, the obligation of the then Owner to pay such Assessment shall remain his personal obligation for the statutory period. Provided, further, no voluntary sale of any Lot shall be effective, nor shall an unencumbered title be conveyed unless and until the Owner has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Owner has paid all Assessments to date, together with all other charges as may be permitted herein. The Association may require that the Owner requesting the certificate pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

b. The Association may bring an action in its name to foreclose such lien, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the delinquent Owner shall pay the costs of recording the claim of lien and all collection costs, including, but not limited to, the cost of preparing and filing the complaint in such action, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien whether or not suit is brought, including same on appeal, or in post judgment or bankruptcy proceedings. As used herein, reasonable attorneys' fees shall be deemed to mean such reasonable sums which a court might award at the trial and/or appellate level.

c. The Association may bid on the Lot at any sale, applying as a cash credit against its bid all sums due said entity covered by the lien being enforced, and may acquire and hold, lease, mortgage and convey the same.

d. Where a Mortgagee obtains title to the Lot as a result of foreclosure of the mortgage, or where a Mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for any Assessment by the Association pertaining to such Lot or chargeable to the former Owner which became due prior to

acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid Assessment shall be deemed to be Operating Expenses collectible from all of the Owners, including such acquirer, its successors and assigns. A Mortgagee acquiring title to a Lot as a result of foreclosure, of a deed in lieu of foreclosure, or otherwise, may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of any or all of the Assessments coming due during the period of such ownership.

Section 4. Homestead. By acceptance of a deed thereto, each Owner shall be deemed to acknowledge conclusively that the obligations evidenced by the Assessments provided for in this Declaration are superior in dignity to any homestead rights which said Owner may now or in the future claim with regard to the Lot.

Section 5. Rights Of Developer and Mortgagees. Any Mortgagee shall have the right, but not the obligation, jointly or severally, and at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot. Developer shall have the right but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue or where lapses in policies or services may occur. In the event that Developer pays Operating Expenses on behalf of the Association, the Developer shall be entitled to immediate reimbursement from the Association plus any costs of collection as described in this Article.

ARTICLE VIII MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION AND THE OWNERS

Section 1. In General. In general, the responsibility for maintenance of the Properties is divided between the Association and the Owners.

Section 2. Maintenance Responsibilities of the Owners. The Owners shall have the following maintenance responsibilities with regard to the Properties:

a. Except as otherwise provided herein, each Owner shall have sole responsibility to maintain his Lot and improvements thereon in a first-class condition in keeping with the general high standards applicable to the improvements in Glen Lake Estates. Such maintenance shall include without limitation the following:

(1) Periodic cleaning and painting or other maintenance, as applicable, of the exterior surfaces of all improvements located on the Lot, including residence, fences, walls (except the Common Wall), driveways, pools, etc.

(2) Maintenance of the landscaping, lawn, shrubbery, trees and other greenery located on the Lot, including watering, weeding, fertilizing, trimming and treating with insecticide. All unimproved, unsurfaced areas of a Lot shall be covered with grass, shrubbery, trees, or other greenery.

(3) All vacant Lots shall likewise be maintained in an attractive condition, and such maintenance shall include, as applicable, regular mowing of grass, prompt leveling of fill, removal of trash and preventing of soil erosion.

b. In the event that a Lot or any improvement located thereon is damaged or partially or totally destroyed by fire or other casualty, then the Owner of such damaged property, at his expense, shall promptly cause the damaged property to be cleared and the Lot or portion thereof affected to be restored to its condition prior to such casualty or to be placed in such a condition as will be otherwise in compliance with the Land Use Documents.

c. In the event that the Owner fails to comply with the requirements of this Section as interpreted by the Association, then the Association shall have the right to enter upon the Lot for the purpose of making the required maintenance thereon. Upon demand, the Owner shall pay to the Association all sums of money expended or to be expended by the Association for such purpose. All such sums shall be considered Individual Assessments against the subject Lot and the Owner thereof and shall be collected and secured in accordance with this Declaration,

d. All governmental requirements with regard to the Preservation Areas shall be observed by the Owners.

Section 3. Maintenance Responsibilities of the Association. The Association shall have the following maintenance responsibilities with regard to the Properties, notwithstanding the fact that such maintenance may be performed on a Lot:

a. Maintenance of the Road surface and all subsurface road or utility improvements located within the "Ingress/ Egress and Utility Easement" as shown on the Plat, including all thoroughfares, side roads, and cul-de-sacs.

b. Maintenance of the Entry Easement, including any landscaping, roads, utilities, signs, lighting, security buildings, etc., all in accordance with any recorded or unrecorded document(s) creating or affecting the Entry Easement.

c. Maintenance of all Common Property.

d. Maintenance of -all surface and subsurface utility improvements serving the Owners in common which are located within the utility and drainage easements shown on the Plat or otherwise created on the Properties, including without limitation, sewer and water lines, lift stations, drainage system, cable television lines, power and other electrical improvements, irrigation/sprinkler lines, and street lights; provided, however, that the Association shall have such responsibility only to the extent that some other governmental or private entity has not assumed or been assigned such and is fulfilling such responsibility.

e. Maintenance of the Common Wall in accordance with the Tract 1 Agreement.

f. Maintenance of the Lake and other portions of the drainage system, all in compliance with the Drainage Agreement. However, in the event that an Owner or its family, member, lessee, guest, invitee, agent, employee, servant or tenant damages or destroys any personal or real property which constitutes a portion of the Common Properties or any other portion of the Properties or any other property for which the Association has maintenance responsibility, then the cost of repair or replacement thereof may be charged against such Owner as an individual Assessment.

Section 4. Access by Association and Rights of Developer. For the purpose solely of performing the maintenance to be performed by the Association, either as a primary responsibility or as a result of an Owner's failure to meet its obligations, the Association through its duly authorized agents or employees shall have the right to enter upon any Lot and the exterior of any Living Unit at reasonable hours on any day, without liability or responsibility, criminal or civil, for trespass or other action. The Association shall assess the Owners, as necessary, to provide the Association with sufficient funds to enable the Association to fully comply with its obligations assumed hereunder. All construction, repair and maintenance to be performed by the Association shall be first class and in keeping with the general high standards applicable to the improvements in Glen Lake Estates. In the event that the Association fails to fully and timely comply with obligations assumed hereunder, Developer shall have the following rights and remedies: (i) to perform such construction, repair and maintenance itself, in which event the cost thereof shall be immediately due and payable by the Association to Developer, together with interest from the date of the expenditure by Developer at the rate of eighteen percent (18) per annum? (ii) to apply to the appropriate court to seek to have specific performance under this Declaration; (iii) such other rights or remedies which Developer may have under law, and (iv) all or any combination of the foregoing rights and remedies. In any of such events, Developer shall be entitled to receive from the Association all reasonable attorneys' fees and costs incurred by Developer.

Section 5. Management Services. The Association may contract for the management of all or part of the Properties for the purpose of carrying out all or a portion of the management, maintenance, and other services to be performed by the Association.

ARTICLE IX

CONSTRUCTION RESTRICTIONS

Section 1. In General. No building shall be erected on any Lot other than one (1) single family residence. Tool sheds or other auxiliary buildings which are not constructed as an integral part of the Living Unit shall not be constructed on any Lot. No structure of a temporary character shall be placed or constructed within the Properties at any time; provided, however, that this prohibition shall not apply to construction trailers or construction offices used by Developer, other Owners, or the Association during the construction of any improvement by such individual or entity within the Properties. No such temporary shelter may be used at any time as a residence or be permitted to remain within the Properties after completion of construction.

Section 2. Living Units. All Living Units erected in the Properties shall meet the standards of the Southern Standard Building Code, as amended from time to time, as well as the following requirements:

a. No Living Unit shall be erected nearer than thirty-eight (38) feet to the front yard lot line. Additionally, on corner Lots no Living Unit shall be erected nearer than thirty-eight (38) feet to the side yard lot line on the street side of the Lot.

b. No Living Unit shall be constructed to a height of greater than two (2) stories.

c. All Living Units shall have a minimum of fifteen hundred (1500) square feet of enclosed living area, excluding the garage and any porch area.

d. No stilt house may be built in the Properties. The term "stilt house" is defined as a dwelling unit in which the first floor thereof is raised more than four (4) feet above ground level, whether or not the space between the first floor and the ground level is enclosed or is not enclosed.

e. In the event that the Living Unit is to be built on a Lot by some party other than the Developer, then the construction of such Living Unit shall be commenced no later than two (2) years following conveyance of such Lot by the Developer to the Owner, or to such Owner's predecessor(s) in title, as the case may be, and construction shall be completed and a certificate of occupancy issued for such Living Unit no later than two (2) years and nine (9) months following the date of such conveyance. The Developer or the Association shall have the right to repurchase the lot (and all improvements thereon) for the initial purchase price of the Lot paid to the Developer at any time that either of the following circumstances occurs:

(i) The Owner is not proceeding with due diligence to complete construction of the Living Unit thereon, and construction has not been completed within such two (2) years and nine (9) months period following initial conveyance by the Developer; or

(ii) Construction of the Living Unit has not been commenced, and more than two (2) years have passed since the initial conveyance by Developer.

The repurchasing party shall have the right to satisfy or take title subject to any existing mortgage as part of the repurchase price. In the event that the repurchase is made subject to an existing mortgage, the repurchasing party shall have the same rights, that the previous Owner had under such mortgage. All closing costs in connection with any such repurchase shall be paid by the seller Owner.

f. All additions or modifications to a Living Unit shall be indistinguishable from the original construction of such Living Unit.

g. Garages shall be enclosed and shall be large enough to accommodate at least two (2) vehicles. No garage may be converted to living space, thereby eliminating its use as storage for vehicles unless an addition for garage space is provided which conforms to all restrictions as outlined herein.

Section 3. Yards and Driveways. No gravel driveways or yards shall be constructed or maintained in the Properties. However, gravel covered flower beds shall be permitted, provided they are not used to avoid the provisions hereinabove prohibiting gravel yards. Each Lot shall contain a driveway large enough to accommodate the parking of two (2) vehicles. All yards shall be sodded with St. Augustine grass prior to occupancy of the Living Unit. All yards shall be fully landscaped prior to occupancy, which landscaping, exclusive of sodding costs, shall cost no less than \$2,500.00.

Section 4. Solar Energy Systems.. All solar energy systems utilized on a Lot shall be screened from view from the street and from other Lots to the extent reasonably possible.

Section 5. Lot Size. Lots may be combined or reconfigured so long as the total square feet of each combined or reconfigured Lot is no less than ten thousand (10,000) square feet.

Section 6. Air-Conditioning. All exterior central air-conditioning compressor units shall be positioned at the rear or side of the Living Unit either at ground level or elevated to the roof. No such unit shall be positioned from a point on line with the front of the Living Unit to the front of the Lot. No window or wall air-conditioning units shall be placed in a Living Unit.

Section 7. Fences and Hedges. No fence, wall, hedge or any other barrier shall be erected beyond the exterior walls of any residence except as approved by the Association. All such barriers shall be in compliance with the St. Petersburg Building Code. This Section shall not apply to the Common Wall or other improvements built by the Developer.

Section 8. Swimming Pools. No above the ground swimming pools will be permitted. The term "above the ground swimming pool" is defined as a pool in which the water level is above the elevation of the terrain surrounding the Living Unit. Notwithstanding the above, small wading pools for recreational use by children shall be permitted so long as their capacity does not exceed thirty (30) gallons. Pool pump filters shall be screened from view.

ARTICLE X

USE RESTRICTIONS

Section 1. Clothesline. No outside clothesline or other outside clothes drying facility shall be permitted except in the back of the Living Unit, and then only if set in removable stanchions which shall be removed when not in use.

Section 2. Trash Containers. All trash containers and contents thereof shall be stored underground or in a screened-in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. The lids of all trash containers shall fit tightly and shall be maintained in place at all times. For purposes of periodic trash removal, an Owner, within twelve (12) hours of pick-up, may place the covered trash container at a location convenient for pick-up. All such covered trash containers shall be removed from the pick-up location by the Owner within twelve (12) hours of pick-up.

Section 3. Exterior Antennae and TV Disks. No exterior radio, television, short-wave radio, or other electronic device antennae or television receiver disks shall be permitted on any Lot or Living Unit except as approved by the Association.

Section 4. Vehicle Parking and Use. The parking and storage of vehicles shall be limited to the driveways of Lots, parking garages, parking lots and other paved surfaces designated by the Association. Except for being parked or stored in an enclosed garage, no commercial or recreational vehicle of any variety shall be parked or stored overnight on the Properties. By way of example but not limitation, the previous sentence shall apply to boats, campers, trailers, tractors, tractor trailers, mobile homes and vans (except those vans used as an every day vehicle other than for commercial purposes). No battered, inoperative, jacked-up, or derelict vehicles may be parked anywhere on the exterior premises of any Lot except on a temporary basis not to exceed one (1) seven (7) day period. Motorcycles, trailbikes, go-carts or other special purpose vehicles may be used only for the purpose of entering or exiting the Properties, and such vehicles must be properly registered for use on public streets. The Association may promulgate additional rules and regulations pertaining to parking and vehicular use, and the Association is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Association by the towing of vehicles which are in violation, the cost of which may be charged against the Owner on whose Lot the vehicle was located.

Section 5. Signs. No sign, advertising or notice of any type shall be erected or displayed on any Lot or Living Unit, except by prior written consent of the Association. Notwithstanding the above, Association approval shall not be required for the erection of "For Sale" signs of no more than two (2)

square feet in size or, in the case of new construction, signs posting appropriate notices or identifying contractor participation in the construction. Furthermore, the Developer and the Association shall have the right to place and maintain throughout the Properties signs connected with construction, marketing, sales and rental of Lots and Living Units, and signs which provide identification or other information.

Section 6. Animal. No animals of any kind shall be raised, bred or kept on any Lot or in any Living Unit; except that dogs, cats and other common household pets may be kept subject to the following limitations:

- a. Only two (2) such permitted pets may be kept on any Lot, except that resulting litters may be kept for up to eight (8) weeks after birth.
- b. Animals may not be commercially bred or raised for sale.
- c. All animals shall be kept within the boundaries of the Owner's Lot except when such animal is on a leash.

Section 7. Commercial Activities. No Lot or Living Unit shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants, guests and invitees. No business or commercial building shall be erected on any Lot, nor shall any business whatsoever be conducted on any part thereof. This provision, however, shall not be deemed to prohibit the Association from acquiring any Lot within the Properties for such purpose as may be deemed necessary or beneficial for the Owners, including but not limited to recreational purposes. This provision shall not apply to Developer.

Section 8. Reflective Materials. No Living Unit shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

Section 9. Leases. No portion of a Lot or Living Unit (other than an entire Lot or Living Unit) may be rented. All leases shall be restricted to occupancy by a Single Family. No lease shall be for a term of less than six (6) months. * The Owner shall be jointly and severally liable with the tenant to the Association for any amount necessary to repair any damage to the Properties resulting from the acts or omissions of tenants, or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Association is hereby deemed the agent of the owner for purposes of bringing any eviction proceedings deemed necessary by the Association. The Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings are instituted against such occupant or tenant for eviction, or for enforcement of the Land Use Documents, including fees for appellate review and post judgment proceedings. The Developer is exempt from the provisions of this Section.

Section 10. Mailboxes. Mailboxes shall be of standard size and design.

Section 11. Prohibition of Nuisances and Hazardous Materials. No nuisance shall be allowed upon the Properties nor shall any practice be allowed which is an unreasonable source of annoyance to Owners and occupants of Living Units, or which will interfere with the peaceful possession and proper use of the Properties by the residents thereof. No materials or equipment may be stored or used on the Properties which under the circumstances are hazardous. This provision shall not apply to the Developer's development activities on the Properties. The prohibitions contained in this paragraph shall include without limitation the following:

a. Storage of construction materials, machinery, earth mounds, derelict boats, automobiles, used appliances, or debris of any kind on the exterior of a Living Unit, except when day-to-day construction or maintenance is underway.

b. Any nuisance caused by loud noises or high frequency sound emissions, including without limitation the following: the operation of radios, televisions, and sound systems; practicing or playing of inherently loud musical instruments in open rooms, patios or decks; racing of engines in vehicles; use of electric or gas powered tools or equipment such as power saws, lathes, planers, sanders, impact wrenches, etc.

c. Failure to require children to observe common disciplines with regard to such matters as trespassing, defacing of property, and excessive noise.

d. Dumping, sweeping, throwing or discharge by any means whatsoever of any polluting elements including grass clippings, weeds, dirt, pollutant liquids, or refuse of any kind into the streets or vacant Lots.

e. Use of floodlights directed or reflected onto a neighboring Lot or Living Unit.

Section 12. Common Wall. No alterations shall to made to the Common Wall (except maintenance by the Association) except with the consent of the Association and the Developer (for so long as the Developer owns any portion of the Properties) .

Section 13. Additional Rules and Regulations.

The Association may establish such additional rules and regulations as may be deemed in the best interests of the Owners.

Section 14. Right to Abate Violations. The Association or the Developer, prior to Turnover, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner may enter upon a Lot for the purpose of curing the violation. The cost thereof shall be charged against the Owner as an Individual Assessment.

ARTICLE XI

IINSURANCE

Section 1. General. The Association shall maintain hazard insurance, flood insurance, and liability insurance as provided in the Bylaws. The Association shall maintain blanket fidelity bonds for all persons who control or disburse funds of the Association as provided in the Bylaws. The Association shall maintain workers compensation insurance to meet the requirements of law. The Association may purchase such other insurance as it deems necessary for the purpose of properly operating the Association and protecting the interests of the Owners, including, without limitation, liability insurance covering the Association's directors and officers.

Section 2. Owner's Responsibility. Each Owner may obtain and shall be responsible for the payment of premiums for any additional insurance which such Owner desires on his Lot or Living Unit or any personal property contained therein.

Section 3. Payment of Premiums. The premiums for all insurance policies purchased by the Association shall be deemed Operating Expenses of the Association. The Association may assess an Owner for the cost of an additional premium resulting from a special risk caused by the Owner or the occupant of a Lot.

Section 4. Loss. In the event of casualty or other loss involving property on which the Association maintains an insurance policy the Association shall be authorized to adjust

such loss. All damaged property shall be repaired and restored to its condition immediately prior to the loss using the proceeds of the insurance. In the event that the insurance proceeds are inadequate to cover the cost of such restoration and repair, the Association may assess a Special Assessment or Extraordinary Special Assessment for the purpose of defraying such additional cost. In the event that the insurance proceeds are greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association.

ARTICLE XII

ENFORCEMENT

The Association shall have the right to enforce, by an in-house hearing procedure and/or by a proceeding at law or in equity, including without limitation an action for injunctive relief, all restrictions, conditions, covenants, reservations and Rules now in effect or promulgated in the future, and liens and charges now or hereafter imposed by, or pursuant to, the provisions of any Land Use Document. All costs and expenses incurred by the Association in terminating or curing a violation, including but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the proceeding, shall be assessed against the Owner determined by the Association to be in violation of the provisions of any Land Use Document. All costs and expenses of such enforcement incurred by the Association and fines levied thereby shall be assessed against the Owner as an Individual Assessment collectible in the same manner as any other Assessment of the Association. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any future time.

ARTICLE XIII

OWNER'S LIABILITY

Section 1. Limitation of Liability. The liability of an Owner for Operating Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration; provided, however, such Assessment shall be due and payable regardless of whether or not said Owner is sent or actually receives a written notice. An Owner shall be personally liable for the acts or omissions of the Association, but only to the extent of his pro rata share of that liability in the same fraction as his share in the Operating Expenses and, if permitted by law, such liability shall not exceed the value of his Lot and Living Unit. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, the Association shall give notice of the exposure within a reasonable time to all Owners, and they shall have the right to intervene and defend.

Section 2. Individual Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, omission or negligence, or by the act, omission, or negligence of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance, if any, carried by the Association.

ARTICLE XIV

AMENDMENT OF DECLARATION

Section 1. Amendment by Owners.

a. The power to modify or amend this Declaration may be exercised by the Owners only if notice of the proposed change is given in the notice of the meeting at which a vote is

taken on such proposed amendment. An amendment may be proposed either by the Board or by at least two (2) Owners. Unless otherwise provided herein, the proposed amendment must be approved by not less than a majority of all votes entitled to be cast. Alternatively, this Declaration may be modified or amended without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment is signed by Owners representing not less than a majority of all votes entitled to be cast.

b. An amendment by the Owners shall be evidenced by a recorded instrument which shall include recording information identifying this Declaration and shall be executed by the Association in the form required for the execution of a deed. The amendment shall be effective when properly recorded in the Public Records of Pinellas County, Florida, or as otherwise provided therein.

Section 2. Nonmaterial Errors and Omissions. notwithstanding the above, if it appears that through scrivener's error any word has been misspelled, or any reference to any document or any portion thereof is incorrect, or some error or omission which does not materially adversely affect the Owners has been made, the error may be corrected by recording an amendment to this Declaration approved by the Board or by a majority vote of the Owners. To be effective, the amendment must be executed by the Association, and by any Owner(s) and Mortgagee(s) specifically and specially affected by the modification being made. No other Owner or Mortgagee shall be required to join in or execute the amendment. The amendment shall be effective when properly recorded in the Public Records of Pinellas County, Florida, or as otherwise provided therein.

Section 3. Rights of Developer.

a. Notwithstanding the above, so long as Developer owns any portion of the Properties, no amendment may be made without the written consent and joinder of Developer.

b. Notwithstanding the above, for so long as Developer owns any portion of the Properties, it shall have the right and irrevocable power to amend, in whole or in part, this Declaration as it, in its sole discretion, deems necessary or desirable, including, without limitation, in order to (i) identify, locate, and describe any portion of the Properties for a specific use or classification; (ii) resolve or clarify any ambiguities or conflicts herein or to correct any inadvertent misstatements, errors or omissions herein; (iii) make this Declaration comply with the requirements of any statutory provisions or any local, state or federal laws, rules or regulations; (iv) gain acceptance or approval of any institutional lender or insurer, including without limitation the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration; (v) accommodate an alternate plan of development of the Properties; or (vi) add or withdraw real property from the provisions of this Declaration. Any such amendment shall be executed by Developer, and the joinder or further consent of the Association, individual Owners, or holders of recorded liens or other interests therein, including Mortgagees, shall not be required.

c. All such amendments shall take effect immediately upon due recordation, or as otherwise provided therein.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Site Plan. By acceptance of a deed to a Lot and without the requirement of restatement therein, each Owner for itself and its successors and assigns hereby;

a. Acknowledges that the Properties are part of an existing special exception (SE-870B) to the Zoning Code of St. Petersburg, Florida, and that any variance, modification or extension of approval for a single parcel located within the special exception site requiring site plan approval by the City of St. Petersburg, Florida will be treated by said city as a modification to the Special Exception (SE-870B) and to the entire site plan.

b. Designates the Developer or the Association, as applicable, as its agent for the purpose of execution of, consent to, and/or joinder in any application submitted for variance, modification or extension of approval for the Special Exception (SE-870B) and to the site plan. However, such designation of the Association shall not constitute a waiver of an individual Owner's right to individually voice objections to such variance, modification or extension by appropriate means such as, without limitation, attending public hearings.

Section 2. Duration. The covenants, restrictions, and easements of this Declaration shall constitute covenants running with the land and shall be binding upon and inure to the benefit of and be enforceable by Developer, the Association, or any Owner of any land 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 the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless at least three (3) months prior to the end of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots in the Properties agreeing to terminate this Declaration at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County, Florida. This Declaration may be terminated at any time upon the recording in the public records of an instrument terminating this Declaration, which instrument is signed by the then Owners and Mortgagees of all of the Lots in the Properties.

Section 3. Compliance with Other Documents. The Association by its execution of this Declaration agrees to enforce and abide by the provisions of the First Amendment, the Tract 1 Agreement, the Drainage Agreement, and all other agreements, easements, restrictions, covenants, and other instruments affecting or relating to the Properties.

Section 4. Severability. Wherever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Declaration.

Section 5. Temporary Committees. Developer, prior to the Turnover Meeting, in its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Developer control to control by the Owners.

Section 6. Conflict. To the extent possible the terms of the Plat and each of the Land Use Documents shall be construed so that there is no conflict in the terms thereof. To the extent that a conflict occurs, the order of precedence shall be as follows (in decreasing order of precedence); Plat, Declaration, Articles, Bylaws, Rules, other Land Use Documents.

Section 7. Indemnity. The Association hereby agrees to indemnify and hold Developer harmless from any and all loss, damage, cost, claims, suits, liability or expense, including reasonable attorneys' fees, by virtue of any of the following:

a. Any default or breach by the Association of any of its obligations or responsibilities under the First Amendment, Tract 1, Agreement, Drainage Agreement, or any Land Use Document.

b. Any injury or death of persons or damage to property caused by or arising out of any act or omission of the Association, the Owners or their respective lessees, tenants, patrons, guests or invitees on the Properties.

Section 8. Terms. As used herein the singular shall include the plural, the plural shall include the singular, and each gender shall include the others where the context so requires.

Section 9. Florida Contract. This Declaration shall be construed according to the laws of the State of Florida, regardless of whether this Declaration is executed by any of the parties hereto in other states or otherwise. In the event of litigation incident to this Declaration or any of the other Land Use Documents, the forum shall be in the appropriate court in the State of Florida.

Section 10. Incorporation of Land Use Documents. Any and all deeds conveying a Lot or any other portion of the Properties shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Land Use Documents whether or not such incorporation is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be deemed to be acceptance by such grantee of all the terms and conditions of the Land Use Documents.

Section 11. Condemnation, in the event the Association receives any award or payment arising from any taking of the Common Properties or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Properties and improvements thereon to the extent deemed advisable by the Association, and the remaining balance, if any, shall be held by the Association for the use and benefit of the Properties.

Section 12. Acceptance. The Association by its execution of this Declaration acknowledges and agrees to enforce and abide by all of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration has been signed by the Developer, joined by the Association and any Mortgagee, effective the day, month and year first above written.

Signed, sealed and delivered in the presence of:

' ^h^p fl^kfff) /^.-/^'.^_L..
^ ('.. -^ AOGER^B. BRODERICK7
>^ (K* .*)
<. F. ...^^ I^_^]_____
As to Developer '

GLEN LAKE ESTATES HOMEOWNERS ASSOCIATION, a Florida not for profit corporation

^^*/T^ (J)IH-^0(^ By: ^^2^^X_^
^) \,| .-^ ^ts ^ r- President ^
<-rt...^ ^^r^-r^Y' Attest^-----ffitV^ \|^ \ .yf-)
As to the Association • ...lts0' 1:-, •'. Secrefca-ry

ffORPORATE .i^EAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing, instrument was acknowledged before me
this 10 day of December 1986- by ROGER
B. BRODERICK.

Notary Public

Notary Public

Notary Public, State of Florida

My Commission Expires Dec, 15, 1987

My Commission Expires: »" < 1^ i, , , , , i, , , , , ... ^ ; ; -

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me
this 10th day of December 1986, by ROBER B>

Broderick and ^Y A. Anderson_____,
the president and _____ Secretary, respec-
tively—of GLEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a
Florida not for profit corporation, on behalf of the corporation.

(SEAL)

UQ^^V^^L^^" ..

Notary Public .. .•••/;

Notary Public, State of Florida ;' • -)

My Commission Expires: My Commission Expires Dec. 15, 1987 •.;

Exhibit A

Lots 1 to 35, Block 1; Lots 1 to 34, Block 2; Lots 1 to 6, Block 3; Lots 1 to 8, Block 4, all in GLEN LAKES BRODERICK ADDITION, as recorded in Plat Book 92, pages 77-82 inclusive, Public Records of Pinellas County, Florida.

PLUS

That portion of Tract 1 of said GLEN LAKES BRODERICK ADDITION lying within the platted Glen Lakes Boulevard Ingress/Egress and Utility Easement located on the Southeast portion of said Tract, being further described as follows:

From the Southeast corner of said Tract 1 as a Point of Reference; thence N.00°10'32"E., along the East line thereof, 102.91 feet for a Point of Beginning; thence along a non-tangent curve to the right, Radius 45.00 feet, Arc 171.96 feet. Chord N.00°10'32"E., 84.85 feet to the aforementioned East line of Tract 1; thence S.00°10'32"W., along said East line, 84.85 feet to the Point of Beginning.

Exhibit "A" :