

Prepared By and Return to:
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Taylor & Carls, P.A.
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ABERDEEN

This is to certify that at a duly called meeting of the members of Aberdeen Homeowners Association, Inc. (the "Association"), held on May 24, 2012, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Aberdeen, attached hereto as Exhibit A, was duly adopted by the membership. The Declaration of Covenants, Conditions and Restrictions for Aberdeen was originally recorded in Official Records Book 6933, Page 2045, Public Records of Pinellas County, Florida, and subsequently amended.

IN WITNESS WHEREOF, ABERDEEN HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 24th day of May, 2012.

ABERDEEN HOMEOWNERS
ASSOCIATION, INC.

Charles J. Hoar
Signature of Witness #1

By: R. Querido
Robert Querido, President

Charles J. Hoar
Printed Name of Witness #1

Michael J. Brudny
Signature of Witness #2

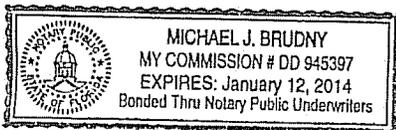
Michael J. Brudny
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 24 day of May, 2012, by Robert Querido as President of ABERDEEN HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced N/A as identification.

Michael J. Brudny
Notary Public

Printed Name



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ABERDEEN

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ABERDEEN

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Aberdeen ("Declaration") was executed on January 26, 1989, and recorded on February 9, 1989, at Official Records Book 6933, Page 2045 of the Public Records of Pinellas County, Florida; and

WHEREAS, in accordance with Section 12.06 of the Declaration, the Declaration has been previously amended as shown in the Certificate of Amendment recorded at Official Records Book 16291, Page 1350, Public Records of Pinellas County, Florida, and Official Records Book 11387, Page 376, Public Records of Pinellas County, Florida; and

WHEREAS, the Declaration for Aberdeen encumbers the Property described in the definition of "Aberdeen" set forth below in Section 1.01(a); and

WHEREAS, the Association and its members have decided to amend and restate the Declaration in its entirety as set forth herein, with the Amended and Restated Declaration to supersede and replace the original Declaration and any prior amendments;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Aberdeen is amended as stated herein.

ARTICLE I - DEFINITIONS

Section 1.01 The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Aberdeen" shall mean and refer to the lands shown on the Plats for Aberdeen Unit One, in Plat Book 100, Pages 81 through 84, and Aberdeen Unit Two, as shown in Plat Book 104, Pages 50 through 56 of the Public Records of Pinellas County, Florida. All of the property described on the plats is subject to the conditions and restrictions set forth herein. The property located at 4979 Camberley Lane, Oldsmar, Florida 34677, which is described as Lot 110, in Aberdeen Unit One, as this appears in Plat Book 100, Page 81 of the Pinellas County Public Records, is currently not required to comply with these restrictions since this property was sold to a purchaser prior to the recording of the Declaration. However, any subsequent purchasers of this property will be bound by the Declaration, as it may be amended from time to time.

(b) "Association" shall mean and refer to ABERDEEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, together with its successors, legal representatives and assigns.

(c) "Architectural Control Committee" or "ACC" shall mean the committee appointed by the Board of Directors as stated elsewhere herein, or the Board of Directors if no ACC has been appointed by the Board.

(d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as these may be amended from time to time.

(f) "Common Area" shall mean all of that property owned or to be owned by the Association or over which the Association has been granted control thereof and which has been designated for the common use and enjoyment of the members of the Association. The Common Areas of Aberdeen shall include roadways and rights-of-way within Aberdeen, as shown on the Plats thereof, drainage and conservation easements and areas, landscape areas and improvements, perimeter wall easements and improvements along the perimeter of Aberdeen.

(g) "Community Development Code" or "Code" shall mean the Architectural Control Manual as adopted from time to time by the Board of Directors.

(h) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(i) "Developer" or "Declarant" shall mean and refer to ABERDEEN VILLAGE, LTD., a Florida limited partnership, formed under the laws of Florida, together with its prior successors, legal representatives, grantees and assigns.

(j) "Development" shall mean the ABERDEEN residential community, located in Pinellas County, Florida, on the real property described in the plats referred to above.

(k) "Dwelling" shall mean and refer to a single-family residence located on a Lot. The word "Dwelling," when the context so requires, may be used interchangeably herein with the words Lot.

(l) "Governing Documents" of the Association include this Declaration, Articles of Incorporation, Bylaws and Rules and Regulations.

(m) "Land" shall mean and refer to all of the Lands and improvements described in Exhibit "A" which are part of ABERDEEN.

(n) "Lot" shall mean and refer to a parcel of real property as shown on the Plats for Aberdeen Unit One and Aberdeen Unit Two and designated as a Lot on the recorded Plats. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Dwelling."

(o) "Member" shall mean and refer to those Owners entitled to membership in the Association, as stated in Article VI herein.

(p) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot within Aberdeen.

(q) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.

(r) "Regulations" or "Rules and Regulations" shall mean and refer to any rules and regulations respecting the use of the property within Aberdeen adopted by the Association from time to time in accordance with the Association's Declaration, Articles of Incorporation and Bylaws.

(s) "Structure" shall have the same meaning as used in the Pinellas County Building Code.

ARTICLE II – USE RESTRICTIONS

Section 2.01 – Lots. The Lots shall be used for residential purposes only, except as otherwise provided herein or in the Rules and Regulations of the Association. No structure shall be erected or permitted to remain on any Lot within the Development other than the Dwelling, unless any other structures are approved in writing by the Association. Except as provided herein, no buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

(a) Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a unit, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods, other than Federal Express or United Parcel Service deliveries which are consistent with a residential neighborhood; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

Section 2.02 – Vehicular Parking.

(a) No vehicle shall be parked on any part of the Land, except on paved streets and paved driveways. Furthermore, no vehicle shall be parked so as to extend onto or in a manner which any part of the vehicle or any attachments to the vehicle are blocking the sidewalk which is adjacent to the Lot. No vehicles may park on paved streets overnight. "Overnight," for the purpose of this restriction, shall be defined as any period of time between 2:00 A.M. and 6:00 A.M.

(b) No commercial vehicles, except those present on business, shall be parked within Aberdeen, unless parked inside a garage and concealed from public view. A commercial vehicle means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, or otherwise indicates a commercial use. A pickup truck with a box or other container which is contained within the boundaries of the bed of the truck and which has any supplies or equipment contained in the box or container will not be considered to be a commercial vehicle.

(c) Any vehicle, including but not limited to all trucks and vans, which is too large to be parked inside the garage on the Lot where it is located will not be permitted to be parked anywhere on the Lot, except for temporary parking during the day from time to time and not overnight or on a regular basis. This restriction is intended to prohibit the parking of oversized vehicles, including those with extended cabs or which otherwise are large and deemed to be unsightly and not compatible with the character of the community.

(d) No trailers, boats, jet skis, campers, mobile homes, motor homes, recreational vehicles, or motorcycles may be parked within Aberdeen unless parked inside garages and concealed from public view; provided, however, that boats, campers, motor homes and recreational vehicles may be temporarily parked at the property on occasion, for purposes of loading and unloading, in accordance with rules to be adopted by the Board from time to time.

(e) Disabled or stored vehicles are prohibited from being parked on the paved streets or anywhere on the Lot, except within garages. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains anywhere on the Lot, outside of the garage, without being driven for 14 consecutive days or longer, without prior written permission from the Board authorizing such storage.

(f) In addition to any other remedy provided for in the governing documents, if any vehicle is parked on any portion of the paved streets in violation of this section of the Declaration, or in violation of the Association's rules and regulations, the Board, or agent of the Association, may place a notice on the vehicle specifying the nature of the violation and stating that after 24 hours, the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If the violation continues for at least 24 hours after such notice is placed on the vehicle, or thereafter re-occurs within six months of such notice, the Board or an agent of the Association may have the vehicle towed without further notice to the owner or user of the vehicle.

(g) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another owner's Lot, is obstructing the flow of traffic, is parked on, or across any sidewalk or any common area other than the roadways, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed in accordance with the requirements of the governing documents, neither the Association or any officer or agent of the Association shall be liable to any person for any claim of damages as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise the authority to tow.

Section 2.03 – Paved Streets. The paved streets in Aberdeen are subject to the provisions of this Declaration regarding the use of common property and subject to rules and regulations as adopted from time to time by the Board of Directors. All provisions of the State and local laws concerning operation of motor vehicles on public streets shall apply to all vehicular traffic on the paved streets within Aberdeen. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Florida may operate any type of motor vehicle within Aberdeen, including golf carts and motorized scooters.

Section 2.04 – Animals. No livestock, exotic animals, game birds, game fowl, poultry or other animals not ordinarily recognized as domesticated household pets, shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of the Board, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot. A maximum number of three (3) dogs may be kept at any one Lot at one time. As to any Lot on which more than three (3) dogs reside at the time of the adoption of the amendment, the existing dogs will be "grandfathered in" and allowed to remain, provided that when they permanently leave the property or when they die these dogs may not be replaced if the replacement would result in exceeding the maximum limit of dogs in existence. The Association may require the registration of any dogs in excess of the limit provided for herein. Animals permitted by this Section shall not be permitted to roam free. If the animal leaves the confines of the Lot upon which it is kept, it must be on a leash at all times.

(a) No dog is to be left unattended on any Lot unless in an enclosed area which is fenced in (not electronically fenced). All dogs which are outside of the Dwelling on the Lot must be under constant and direct supervision of a responsible person at all times. This applies to homes which have approved invisible or electronic fences, and to all other properties within Aberdeen.

(b) No structure for the care, housing or confinement of any pet, including electronic or invisible fences, shall be constructed or maintained on any part of the Lot without prior written Architectural Control Committee approval.

(c) Based on the determination by the Board of Directors that such breeds of dogs are considered to be vicious and potentially dangerous, no Pit Bulls or Bull Terriers, or mixes thereof where the dog displays a majority of the physical traits of any of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, shall be kept, either temporarily or permanently, on any Lot within Aberdeen.

(d) The Board may require any pet, that in the Board's opinion, endangers the health or safety of any Owner or occupant, or creates a nuisance or unreasonable disturbance, to be permanently removed from Aberdeen upon seven (7) days written notice. Prior to ordering the removal of a pet, the Board will give the pet owner the opportunity for a hearing before the Board of Directors, except in extreme cases where the pet is determined to be an immediate and significant hazard to the safety of other residents and/or their pets.

(e) Any Owner or occupant who keeps or maintains any pet within Aberdeen shall be deemed to have agreed to indemnify and hold the Association, its officers, Directors, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by any reason of keeping of maintaining such pet within Aberdeen.

Section 2.05 – Nuisances.

(a) No illegal, noxious or offensive activity shall be permitted or carried on in any part of Aberdeen, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of unreasonable embarrassment, discomfort or annoyance to the neighborhood or the residents in Aberdeen. This includes noise disturbances from any source which are not specifically permitted by the governing documents.

(b) No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of Aberdeen, nor upon any land or lands contiguous thereto except for items which are to be disposed of or picked up by the trash collector, and are left on the property in accordance with the applicable rules and restrictions.

(c) No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted.

(d) No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Lots, other than inside the Dwelling, or on Common Areas except as otherwise specifically permitted by the governing documents.

Section 2.06 – Resubdividing. The Lots shall not be resubdivided, replatted or divided without the prior written consent of the Board of Directors.

Section 2.07 – Fences, Walls and Landscape Buffers. There shall be no fences permitted on a Lot within Aberdeen unless they comply with the requirements as stated in this Declaration and the architectural guidelines, and are approved by the Board of Directors.

(a) Fences. Fences not in excess of six and one-half (6½) feet in height may be installed, subject to the other provisions of this Section around the perimeter of a Lot if they are of a material, color and size approved by the Board. The installation of chain-link fences is prohibited. All fences must be installed in accordance with the architectural guidelines of the Association as amended from time to time. In connection with the approval of any fence, the Board shall require a landscape buffer if the Board determines this to be appropriate in order to minimize any adverse visual impact on neighboring properties. All fencing, walls, and landscape buffers shall be maintained in a good condition by the Owner, except Perimeter Walls which are to be maintained by the Association as set forth herein.

(b) Perimeter Walls. Perimeter walls, as originally constructed on various Lots within Aberdeen, shall remain on said Lots and all such perimeter walls shall have a uniform style, dimensions and color. All perimeter walls, as originally constructed, shall be maintained by the Association and the Association shall have the right of reasonable access and entry to each perimeter Lot for such purpose. A Lot Owner shall trim all vegetation and landscaping so as to keep it away from any contact with the perimeter wall.

(c) Plans and Specifications. The size, material, color and location of all privacy fences must be approved by the Board. Landscape buffers may be required on the outside of any privacy fences by the Board.

(d) Locations. No fence may be constructed in the following areas:

(i) Between the street facing the front of the Dwelling (the "Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the "Front Dwelling Line"); or

(ii) Between the street facing the side of the Dwelling (the "Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line ("Side Dwelling Line").

(iii) No fence shall be permitted which adversely affects the view of the golf course or any conservation area or ponds from any neighboring homes.

(e) Terms. The terms "Front Dwelling Line," "Side Dwelling Line," "Rear Dwelling Line," "Front Street," "Side Lot Line" or "Side Street" are as used and shown on Exhibit B attached hereto.

(f) Golf Course Lots. Notwithstanding the foregoing, no fence may be constructed upon any Lot bordering upon any portion of the East Lake Woodlands Country Club Golf Course except as expressly approved by the Board and the Owner of the Golf Course.

(h) Notice to Adjoining Lot Owners. In connection with any applications to construct a fence in Aberdeen, the Association will provide all adjoining Lot Owners with written notice of the meeting where an application for approval of any such fence will be heard and an opportunity to be heard shall be provided to the owners of adjacent Lots whose view may be affected by such fence. Notice is to be provided at the last-known address for the adjoining Lot Owners, and the inadvertent failure to provide notice to any adjacent Lot Owners will not invalidate any approvals granted by the Association.

Section 2.08 – Front Light Fixtures and Mailbox.

(a) Notwithstanding the prior responsibility of the Lot Owner for the installation and maintenance of the light fixture and mailbox, following the adoption of an amendment in April 2011, the Association was given authority to remove and replace the existing light fixture, light post, and mailbox with a new light fixture, light post, and mailbox which was approved by the Board of Directors as to the design. From that point forward, the Association has assumed responsibility for the maintenance, repair and replacement of all portions of the light fixture, light post, and mailbox, provided that:

(1) The Lot Owner will remain responsible for providing electricity for the light, including the power, as well as any electrical lines running from the junction box at the light post to the residence on the Lot. The Association will maintain the photo electric sensor, or bulb and ballast which is to be installed as part of the light post fixture. The Lot Owner must promptly restore any electricity to the light fixture if there is a power failure of any kind other than those beyond the control of the Lot Owner; and

(2) In the event that any damage is caused to the light fixture, light post, or mailbox by an Owner, tenant, guest or invitee, as a result of any negligent or intentional act, the Lot Owner will be responsible for reimbursing the Association for all costs to repair such damage, and any costs and attorneys' fees incurred by the Association in collecting the amount due. If the cause of any damage and/or the person responsible cannot be determined, the Association will be responsible for the repair.

(3) The Lot Owner shall not alter or interfere with the new installation, or install any flowers, landscaping or other improvements of any kind around or near to the base of the lamppost without obtaining prior written approval from the Association. Any unapproved alterations or additions may be removed by the Association.

Section 2.09 – Lot Maintenance. This issue is also addressed in Section 8.01 of the Declaration. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, and the strip of land between the Lot line and the adjacent paved streets within Aberdeen, free of tall grass, undergrowth, dead trees, dangerous and/or dead trees and tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a first-class, neat, and attractive condition. This includes keeping the roof reasonably clean and not allowing buildup of debris, mold and/or mildew on the roof. Also, all dead trees are to be removed and any tree stumps must be cut down to ground level if these are visible from the street or from any roadway or sidewalk in Aberdeen. No trees, landscaping or flowers are to be installed on the strip of land between the Owner's Lot and the adjacent paved street.

(a) In the event the Owner fails to comply, the Association, acting through the Board, shall have the right, but not the obligation, after reasonable notice is provided to the Owner by regular and certified mail, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute a special assessment against the Lot, collectible from the Owner in the same manner as other assessments. Alternatively, the Association may utilize other remedies provided for in the governing documents to address violations.

Section 2.10 – Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Board. Copies of the Regulations and amendments thereto shall be furnished, or otherwise made available, by the Association to all Owners of Lots within Aberdeen.

Section 2.11 – Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.12 – Casualties. In the event a Dwelling or other improvement is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof, or the Association (as to the Common Areas), shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of severe damage to the Dwelling which is not to be repaired, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area. The Owner shall diligently and continually proceed to replace or repair the damaged improvements, or to clean the Lot as to any areas where improvements are not to be replaced. Section 2.21 also applies to reconstruction after a casualty.

Section 2.13 – Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.14 – Structures and Dwellings. All new Structures or Dwellings shall be located and positioned on Lots as approved by the Board of Directors. No Structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling unless otherwise approved by the Board of Directors. No Structure or Dwelling shall be erected nearer than twenty-five (25) feet from a front Lot line of any Lot. No Structure or Dwelling shall be erected nearer than seven and one-half (7½) feet from a side Lot line, except where said side Lot line faces a street, in which case no Structure shall be erected nearer than twenty-five (25) feet from a side street Lot line. No Structure or Dwelling shall be erected nearer than ten (10) feet from a rear Lot line, provided that a swimming pool or its enclosure may be constructed to within five (5) feet of a rear Lot Line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street Lot line. Any setback requirements of the local government or the Master Association will also be applicable.

Section 2.15 – Dwellings and Improvements.

(a) All plans and materials for every home or other improvement to be constructed on any Lot in Aberdeen will be reviewed by the Architectural Control Committee and approved by the Board of Directors before construction can begin. To assist in this review, application forms and guidelines are available from the Association's property management company. All Owners and builders shall operate strictly in accordance with Aberdeen's rules, regulations and procedures as established from time to time by the Board of Directors.

(b) All Dwellings and all improvements upon each Lot shall be maintained in conformance with the plans and specifications approved by the Board. Any painting, and substantial landscaping or other improvements, which noticeably alters the exterior appearance of any Dwelling or Lot, or any improvement, shall not be permitted unless first approved by the Board of Directors.

Section 2.16 – Satellite Dishes and Antennas. No satellite dish, television antenna, radio antennae or other type of antenna or receiving device shall be erected or installed on any Lot or upon the exterior of any dwelling without the prior consent of the Board of Directors, except as such items are required by law to be permitted. All satellite dishes and antennas shall be placed on the least visibly obtrusive location on the Lot. The Board may require painting and/or screening of any dish or antenna, and that any approved satellite dish or antenna be placed in a location not visible from the street as long as an equally acceptable signal may be achieved in such location.

Section 2.17 – Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup earlier than the evening preceding pickup, other than landscape clippings which may be left out for pickup on the weekend until the next garbage collection, and any and all containers for such trash, garbage or other refuse shall be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris, objects, or materials of any kind shall be placed or permitted to accumulate upon any property if it results in a condition which is unsanitary, unsightly, offensive or detrimental to the appearance of said property. During construction or reconstruction of Dwellings, Lots shall be cleaned and cleared of debris not less than two (2) times per week.

Section 2.18 – Ordinances. Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leashes, parking ordinances, and ordinances regarding conduct.

Section 2.19 – Natural Areas. Notwithstanding any other provision of this Article, in no event shall any accessory structure, fence, wall, hedge or any other temporary or permanent structure of improvement be erected, allowed or placed within any of the areas designated on the Plats of Aberdeen as Natural Areas or Conservation Areas. It is hereby the express intent of this Section that any such Natural Area or Conservation Area be maintained in its present natural state and that there shall be no improvement or modification thereof or any other activity which may directly modify or affect said areas and the regulation thereof.

Section 2.20 – Commencement of Construction. In the event of partial or total Dwelling destruction for any cause, the Owner must clear the property of any debris as soon as possible, and must keep the Lot in a neat and attractive condition, as much as reasonably possible, until the Dwelling has been repaired or reconstructed. Once reconstruction is commenced, same shall continue uninterrupted until the home is fully approved for occupancy as evidenced by a Certificate of Occupancy from the appropriate governmental authority. Construction of a new Dwelling in full accord with all the processes, rules and regulations of the Community and its Architectural Control Manual must begin within twelve (12) months of the original Dwelling's destruction.

Section 2.21 – Leasing.

(a) All leases which are entered after the adoption of this amendment must be for a minimum term of at least six (6) months. All such leases must be registered with the Association, at or prior to the time of occupancy by the tenant(s), by providing a copy of the lease to the Association and such other information as the Association may reasonably require regarding the occupants and their vehicles.

(b) In addition to registering new leases with the Association the Owner(s) and tenant(s) shall be required to sign a Lease Addendum agreement, confirming that the tenant(s) will comply with all rules and restrictions relating to the use of the property, and providing the Association with the ability to enforce violations by the tenant(s) directly against such tenant(s), at the expense of the Owners, if the Owners fail or refuse to enforce any such violation after being notified by the Association of the violations which are occurring.

ARTICLE III – UTILITIES, EASEMENTS AND ROADS

Section 3.01 – Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage area previously reserved to the Developer have been assigned to the Association in and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Association shall have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") who shall furnish Utilities or services to the Development. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Association to maintain such Easement Areas or to

install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvements that may be located on, in or under such Easements, on which may be served by them within Easement Areas. No structure, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creeks, lakes or other water retention areas (herein referred to as "Retention or Detention Areas") which are shown on the Plat or which may be constructed in such Easement Areas.

The Association has a permanent easement for itself over, along and across the rear ten (10) feet of all Lots in the Development forming the Northerly, Southerly, Easterly and Westerly perimeter boundaries of the Development for the purpose of erecting and maintaining any walls, fences or landscaping. Such easement and the improvements thereon shall be conveyed to the Association as part of the Common Area. The Association shall have the right at any time to assign its rights, wholly or partially, in said easements to any governmental body or public or private utility.

Section 3.02 – Maintenance of Easements. The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether reserved hereunder or as shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained, repaired, replaced and kept safe and in working order continuously by the Owner of the Lot, except for those improvements which the Utility Provider is responsible for, and except for those areas which shall be maintained by Association. If there is a perimeter wall which is located within the boundaries of the Lot, the Association shall maintain the grass and any landscaping on the portion of the Lot which is outside of the perimeter boundary wall, and which is between the wall and the Lot boundary line. With regard to specific Easements for drainage as shown on the Plat, the Association shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas, but shall do so in accordance with all applicable government rules and regulations and sound engineering practices.

ARTICLE IV – PROPERTY RIGHTS

Section 4.01 – Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association reserved herein and subject to all rules and regulations and other restrictions, as well as to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area.

(b) The right of the Association to suspend the use rights to any common facilities, and the voting rights of a member for a period of time for violations or nonpayment of assessments, to the extent permitted by the Florida Statutes as amended from time to time.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless a vote has been obtained at a membership meeting from at least two-thirds (2/3) of the Members entitled to vote, agreeing to such dedication or transfer, and a document evidencing such vote has been recorded in the public records.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area. The assent of two-thirds (2/3) of all Members entitled to vote will be required in order to mortgage said properties.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to grant access to police, fire, and other public vehicles.

Section 4.02 – Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the Members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt.

Section 4.03 – Limitation Upon Use of Common Areas. No Owner may plant, garden, erect, or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements approved by the Board of Directors. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Areas.

ARTICLE V – ARCHITECTURAL STANDARDS

No construction, which term shall include within its definition, but not be limited to staking, clearing, excavation, grading, and other site work; and no substantial plantings or removal of plants, trees, or shrubs, shall take place except in strict compliance with this Article.

Section 5.01 – Architectural Control. The Board of Directors shall have the authority to appoint an Architectural Control Committee (“ACC”), which if appointed, shall review proposals as stated herein and advise the Board of Directors, which shall have final approval authority, regarding such proposals for modifications to the Lots. In the event the Board of Directors does not so appoint an ACC, the Board of Directors shall exercise any and all authority of the ACC as stated in this Declaration. The ACC, if appointed, shall have initial jurisdiction over all original construction and all modifications or alterations thereto or refinishing thereof, on any portion of the Development. The ACC may prepare recommendations for design and development guidelines, and application and review procedures, all as part of the Community Development Code (“Code”). The Board of Directors shall have sole and full authority to adopt any changes and to amend the Code. The ACC, if appointed, shall consist of at least three (3), but not more than five (5) persons who shall be Owners of Lots within the Development.

Section 5.02 – Procedure. The Board of Directors may, from time to time, adopt, promulgate, rescind, amend and review its rules and regulations governing all architectural issues and matters within its jurisdiction. Such rules shall constitute a part of the Community Development Code. In the event the Board does not constitute itself as the ACC, and in fact appoints an ACC, then the Board shall have final jurisdiction to review all decisions relative to proposed improvements on the Lots as stated in this Article V. The Board or the ACC may

appoint one or more persons to conduct a preliminary review of all applications to the Architectural Control Committee and report on such applications to the ACC with such person's recommendations for ACC action thereon. Such preliminary review shall be subject to such Regulations and limitations as the Board or the ACC deems advisable. Meetings of the ACC, if appointed, may be open to all Owners at the discretion of the ACC but this is not required since the advice and opinions of the ACC shall not be final and binding, and same shall be reviewed by the Board of Directors, which shall issue all final decisions on these issues.

Section 5.03 – Standards. No approval shall be given by the Board pursuant to the provisions of this Article, unless the Board determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Development; and (b) shall protect and conserve the value and desirability of the Development as a residential community; and (c) shall be consistent with the provisions of this Declaration and the Code; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Development as a residential community.

Section 5.04 – Exculpation of the Board of Directors and ACC. The Board of Directors and ACC cannot and shall not be held responsible to any loss or damage to any person arising out of the approval or disapproval of plans, or any defects in plans or designs, or construction errors. Nor shall the Board of Directors or ACC be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.

ARTICLE VI – MEMBERSHIP AND VOTING RIGHTS

Section 6.01 – Members. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment under this Declaration. There shall be one vote per Lot.

Section 6.02 – Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If joint owners attempt to cast conflicting votes on any issue, the vote for that Lot shall not be counted.

ARTICLE VII – ASSESSMENTS

Section 7.01 – Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, and those easement areas to be maintained by Association, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.

Section 7.02 – Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board, without approval of the Members except to the extent specifically provided herein, shall have the power to levy and collect

assessments in accordance with this Declaration against each Lot. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies or unanticipated expenses, as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, late fees, costs and reasonable attorneys' fees, shall constitute a continuing lien upon the Lot against which each such assessment is levied, the lien shall state the description of the Lot, the Owner's name, the amount due and the date due, and shall be signed by an authorized officer or agent of the Association, notarized, and recorded in the Public Records of Pinellas County, Florida. The lien shall be prior to and superior in dignity to the creation of any homestead status, and to all other liens and claims to the maximum extent permitted by law, but subordinate to any first mortgage as hereinafter set forth. Any party other than a first mortgage holder, who acquires an ownership interest in any Lot shall be responsible for all unpaid assessments, interest, costs, and attorneys' fees.

Section 7.03 – Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement, emergency purposes, or unanticipated expenses, and any such assessment shall be approved by no less than two-thirds (2/3) of the Members voting in person or by proxy at a meeting, except in cases determined by the Board to constitute an emergency, in which case the Board may adopt the assessment without membership approval. Notwithstanding the foregoing, a special assessment against a specific Lot, as authorized by other sections of the Declaration, need be approved only by the Board of Directors.

Written notice of any meeting called for the purpose of making the levy of a special assessment, except in the case of an emergency, shall be sent to all Members not less than fourteen (14) days nor more than forty-five (45) days in advance of the meeting.

Section 7.04 – Annual Assessments. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to December 31st for each subsequent year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. The Board will give consideration to reserve requirements for deferred maintenance and replacement costs, and will include such reserves in the budget as the Board deems appropriate. Written notice of the Board meeting where the budget for the following year will be considered will be provided to the Owners, and notice of the annual assessment shall then be sent to the address on file with the Association, for each Lot, and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7.05 – Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot by the Board and may be collected on a monthly, quarterly or annual basis.

Section 7.06 – Remedies of the Association for Nonpayment of Assessments. If any assessment payment is not paid received within ten (10) days from the due date, a late fee may be imposed by the Board up to the maximum amount permitted by the Florida Statutes. If any assessment payment is not received within thirty (30) days after the due date, it shall bear

interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses incurred by the Association in the collection and foreclosure process, including all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover a money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pinellas County, Florida.

Section 7.07 – Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall, to the extent provided by law, be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall be liable for the assessments pertaining to such Lot except to the extent provided by the

Florida Statutes as amended from time to time. Any unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners. Any such transfer to or by a first mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for a prorated amount of assessments beginning on the date of transfer and all assessments made thereafter.

ARTICLE VIII – MAINTENANCE OF COMMON AREAS AND LOTS

Section 8.01. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) **Common Areas.** The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Common Areas shall consist of those areas designated on the plat or otherwise reserved or designated by the Developer as existing for the benefit of all or a portion of the Owners within the Development and shall include the roadways, to the extent same are not publicly dedicated, drainage facilities and retention areas, conservation and natural areas, perimeter walls abutting perimeter streets and easements therefore, if any, to the extent that same are not publicly dedicated, conveyed or transferred to the Master Association, or maintained by individual Lot Owners, and the improvements located at the entrance(s) of Aberdeen.

(b) **Lots.** Each Lot Owner shall be responsible for the maintenance of his Lot, and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements, including the electrical lines and power source for the light fixture installed on the property, in accordance with Section 2.08

of the Declaration. In the event an Owner fails to maintain the exterior of his Lot and Dwelling Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of seven (7) days written notice to the Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot and shall constitute a lien upon said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

(c) Taxes. The Association shall pay all real and personal property taxes and assessments owed to any governmental entities for any property owned by the Association.

(d) Insurance. The Association shall maintain adequate casualty and liability insurance on all Common Areas, and fidelity bond coverage as established by the Board of Directors.

(e) Drainage and Utility and Perimeter Wall Easements. Except as provided for in Section 3.02 of this Declaration, as this relates to perimeter walls, the Association shall not be responsible to maintain those easement areas designated on the Plat or otherwise as drainage and utility easement, conservation areas, natural areas, or perimeter wall easements, located within the boundaries of any Lot, which easements and areas shall be maintained by the Lot Owners unless otherwise determined by the Board of Directors.

(f) Garbage and Trash Removal. The Association shall have the right to contract for the regular removal of garbage and trash from Dwellings within the Community, as may be required by governmental authority or as otherwise deemed by the Board of Directors to be in the best interests of the members of the Association. In the Board's sole discretion, the cost of said service may be included in the annual budget of the Association and collected as part of the annual assessments levied against each Lot or separately invoiced and collected. All such assessments or fees shall be collectible in the same manner as other assessments for common expenses.

ARTICLE IX – MASTER ASSOCIATION

Section 9.01 – Master Association. The Developer of East Lake Woodlands, of which Aberdeen is a part, originally created the East Lake Woodlands Community Association, Inc., a Florida not-for-profit corporation which is now known as East Lake Woodlands Master Association, Inc. (the "Master Association"). Each Lot Owner in Aberdeen shall automatically be a regular member of the Master Association as well as a member of the Association.

Section 9.02 – Rights and Responsibilities. The Master Association will be charged with the duty of maintaining all community type facilities (such as gates, security services, parkways, street lights, main thoroughfares, through streets, project signs not directly relating to marketing, walls, entrance facilities, guard houses, lakes, etc.) (the "Community Facilities") which are utilized by or which benefit all residents of the entire East Lake Woodlands community, including Aberdeen (the "Community"). The Master Association will assess its members for their share of the expenses and Aberdeen will include these amounts as part of its annual budget. Each Lot Owner will take title subject to the Master Declaration Of Covenants And Restrictions recorded at O.R. Book 6713, Page 2275, of the Public Records of Pinellas County, Florida, and the other governing documents of the Master Association, all as amended from time to time.

ARTICLE X – REMEDIES

Section 10.01 – Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, the Association shall have the right, but not the obligation, to enter upon the property where such violation exists after reasonable notice to the Owner by regular and certified mail, and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Association on demand, and such entry and abatement or removal shall not be a trespass or make Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof. Any unpaid expenses, including attorneys' fees and other amounts, shall be collectible from the Lot Owners in the same manner as unpaid assessments.

- (a) Additional remedies, including fining, exist for violations.

ARTICLE XI – ASSOCIATION RECORDS

Section 11.01. The Association shall allow all Owners to inspect, during normal business hours, all of the official records of the Association upon notice as required by law, and in accordance with rules adopted by the Board from time to time.

ARTICLE XII – MISCELLANEOUS

Section 12.01 – Approvals. Whenever in the Covenants the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing, by certified mail, return receipt requested, or by hand delivery with a receipt signed by an authorized Association representative, has been submitted to and approved in writing by the Association. In the event the Association fails to act on any such written request within forty-five (45) days after the same has been submitted to the Association as required above, the consent or approval of the Association to the particular action sought in such written request shall be presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 12.02 – Additional Covenants. No Owner, without the written approval of the Association, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 12.03 – Termination. These Covenants, Conditions and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of twenty (20) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within three (3) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing two-thirds (2/3) of the Owners entitled to vote for all Lots, has been recorded in the Public Records of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 12.04 – Amendment. Amendments to the Declaration may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment provided by Lot Owners is subject to editing as to form and legality by legal counsel for the Association. The specific proposed wording of any proposed amendments must be sent to all owners at least 14 days prior to the meeting where the voting will take place, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least two-thirds (2/3) of those owners voting in person or by proxy at a membership meeting, provided that a majority of all Lot Owners must participate in the voting in order for the vote to be valid. As to any amendments which are approved, a Certificate of Amendment signed by the President or Vice President, with two witnesses and a notary, will be recorded in the public records along with the approved amendments.

Section 12.05 – Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or by his or her guests, employees, agents, invitees, or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse or occupancy or abandonment of a Dwelling interest or its appurtenances, or any other violation of the governing documents of the Association.

Section 12.06 – Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Association, or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be in addition to all other remedies now or hereafter provided by law. The failure of the Association or a Lot Owner to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, or other applicable law or rules, as said documents and Rules may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(d) As also provided in the Bylaws, as amended, the Association shall have the right to impose monetary fines and/or suspend the use and/or voting rights of any party deemed to be in violation of the provisions of this Declaration, Articles of Incorporation, Bylaws or Rules and Regulations of the Association. Any such fine or suspension must be adopted in accordance with the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time subject to requirements for notice and the opportunity for a hearing to the extent

provided for in the Florida Statutes. Any fine which remains unpaid will be collectible from an Owner in the same manner as unpaid assessments, to the maximum extent allowed by the Florida Statutes.

Section 12.07 – Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 12.08 – Paragraph Headings. The paragraph headings contained in this Declaration are for referenced purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 12.09 – Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

END OF AMENDED AND RESTATED DECLARATION