

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SCOTSDALE BLUFFS

THIS AMENDED DECLARATION, made this 31 day of January, 1997, by LC Properties, Inc., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

PINELLAS COUNTY FLA.  
OFF.REC.BK 9599 PG 350

WHEREAS, Developer has previously recorded a prior DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SCOTSDALE BLUFFS over the below described property and which said prior declaration can be found in the official records of Pinellas County in official record book 9568, pages 1900 through 1915 inclusive and which prior declaration shall hereafter be deemed revoked, canceled, and shall be void and of no effect over the property described below; and,

WHEREAS, Developer is the owner of certain property situated in the County of Pinellas, State of Florida, which is more particularly described as:

SEE ATTACHED EXHIBIT "A"

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

7000  
RECORDING  
70.00

ARTICLE I  
DEFINITIONS

Section 1. Association. Association shall mean and refer to Scotsdale Bluffs Homeowners' Association, it's successors and assigns.

Section 2. Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest in merely a security for the performance of an obligation.

178.00  
B

Section 3. Properties. Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be submitted to this Declaration through annexation and be brought within the jurisdiction of the Association.

Section 4. Common Area. Common Area shall mean all real property, including the improvements thereon, owned by or conveyed to the Association for the common use and enjoyment of the Owner. This definition shall also mean to include any Association easements or rights which the Association may have in perimeter, irrigation, access, or other easements, including specifically all stormwater collection systems and retention or detention areas, as herein provided including any rights or obligations the Association may have in dedicated rights-of-way. Common Areas shall also mean to include all those areas dedicated to the city of Dunedin that constitute right-of-way within Scotsdale Boulevard and over which landscaping has been placed for the benefit of Scotsdale Bluffs and for which the Association has a maintenance obligation.

Section 5. Lot. Lot shall mean and refer to any plot and land and improvements thereon as shown upon the recorded maps or plats of the properties, as set forth above, and including any additions annexed thereto, in the public records of Pinellas County, Florida, with the exception of any Common Area, and any other areas specifically excepted from

RETURN TO:  
L.C. PROPERTIES, INC  
101 PHILLIPE Pkwy #305  
SAFETY HARBOR, FL 34695  
813-771-7177

## Exhibit A

A tract of land within the Southeast 1/4 of Section 35; Township 28 South; Range 15 East, Pinellas County, Florida, and being a portion of Block 5 as shown on the plat of SCOTSDALE - UNIT 2 as recorded in Plat Book 73, Pages 53 through 58 of the Public Records of Pinellas County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Southeast 1/4 of Section 35; thence South 00 deg. 07' 16" West, along the West line of said Southeast 1/4 for 677.61 feet to the Point of Beginning, same also being the Northerly and of the Westerly line of said Block 05, also being a point on the Southeasterly right-of-way line of SCOTSDALE STREET; thence along said right-of-way line and along the Northwesterly lines of said Block 5 for the following two (2) courses: (1) thence North 51 deg. 59' 27" East for 772.98 feet to the point of curvature of a curve concave to the Northwest; (2) thence Northeasterly along the arc of said curve having a radius of 160.00 feet; a central angle of 18 deg. 10' 05", an arc length of 50.73 feet, and a chord bearing North 42 deg. 54' 25" East, for 50.52 feet; thence leaving said right-of-way line and said block line, South 82 deg. 12' 50" East for 204.05 feet; thence South 88 deg. 49' 50" East for 134.00 feet to a point on the Easterly line of said Block 5; thence along the Easterly, Southerly, and Westerly lines of said Block 5, the following ten (10) courses: (1) thence South 00 deg. 06' 56" West for 682.89 feet; (2) thence South 88 deg. 58' 12" East for 355.41 feet; (3) thence South 00 deg. 06' 56" West for 481.46 feet; (4) thence North 89 deg. 02' 30" West for 1028.70 feet; (5) thence North 45 deg. 56' 21" East, for 300.70 feet; (6) thence North 00 deg. 58' 53" East for 120.00 feet; (7) thence North 59 deg. 01' 07" West for 150.00 feet; (8) thence North 89 deg. 03' 43" West for 320.00 feet; (9) thence North 41 deg. 03' 43" West for 112.63 feet to a point on aforementioned West line of said Southeast 1/4; (10) thence North 00 deg. 07' 16" East for 174.46 feet to the Point of Beginning.

The above described property includes all of the realty known as SCOTTSDALE BLUFFS PHASE I as recorded in the Official Records of Pinellas County, Florida, Plat book 115, Page 83.

the definition of Lot or any further plats.

**Section 6. Developer.** Developer shall mean and refer to LC Properties, Inc., their successors and assigns, provided that such successors and assigns should acquire more than one (1) of the then remaining undeveloped Lots and/or lands that may be annexed from the Developer for the purpose of development and the instrument of transfer sets forth therein that the transferee is to be considered a successor Developer hereunder.

**Section 7. Residential Dwelling.** Residential Dwelling shall mean those forms of buildings permitted by zoning and any restrictions applicable to a part or all of the Properties therein. Residential Dwelling may include single-family homes and other forms of buildings that may be used for residential dwellings.

**Section 8. Retention Pond.** The retention pond is hereinafter defined to be that area of the Property located in the south east corner of the Scotsdale Bluffs project and as depicted as a drainage easement in the Plat of Scotsdale Bluffs. The Association, and the members through their rights and obligations arising through the Association, has an absolute obligation to maintain this Retention Pond and easement area as described in Article VI below.

## ARTICLE II PROPERTY RIGHTS

**Section 1. Easement for Use and Enjoyment.** Every owner shall have a right and easement for use and enjoyment in and to any Common Area and facilities acquired by the Association which shall be appurtenant to and shall pass with the title to every lot, subject to such provisions as may be in conformance with the guidelines of, and/or approved by any interested governmental entities and subject to reasonable rules and regulations as may be adopted from time to time by the Association.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right and easement for use and enjoyment in and to any Common Area and facilities acquired by the Association to the members of his family who reside with him, his tenants, business invitees, and social guests.

**Section 3. Easement for Ingress and Egress.** Each Owner shall have right and easement for pedestrian traffic over all sidewalks and other portions of the Common Area as may be designated and intended for such purpose and for vehicular traffic and off-street parking over such portions of the Common Area as may be paved and intended for such purposes, for ingress and egress to the Owner's Lot. Each Owner shall also have a right and easement for lateral support for the Owner's Lot.

**Section 4. Limitations Upon Use of Any Common Area.** No Owner may plant, garden or erect or maintain fences, hedges, wall or other improvements upon any Common Area except those improvements installed by Developer in connection with the development of the property or unless approved by the Association. The Association's Board of Directors may establish reasonable rules and regulations concerning the use of any Common Area and facilities.

**Section 5. Easement for Drainage.** Each Owner shall have a drainage easement across each and every other Owner's Lot for the natural flow of rain water run-off pursuant to the development plans of Scotsdale Bluffs. No Owner shall engage in any activity that will interfere with said drainage easement.

**Section 6. Easements for Encroachments.** Each Lot shall be subject to an easement for encroachments by improvements on the adjoining lot where such encroachments do not exceed one (1) foot within the subject boundaries and provided that any such encroachments are created by the initial construction, subsidence or rebuilding and reconstruction following casualty.

**Section 7. Association Easement.** The Association is hereby granted an easement on and upon the Lots for the purpose of ingress and egress in connection with and for the performance of any Association maintenance responsibilities set forth herein. Further, Association is hereby granted a five (5) foot easement around the perimeter of each lot for the purpose of constructing walls, making entryway improvements, installing landscaping and

irrigation, installing subdivision entry monuments, and for the maintenance or replacement thereof.

### ARTICLE III EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner consistent with the documents, as determined by the Board of Directors, or contrary to any restrictions or maintenance provisions elsewhere herein, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall deliver to the Lot Owner a written notice of intent to perform maintenance setting forth the maintenance approved by the Board of Directors, and if the offending Lot Owner fails to perform the maintenance set forth in the notice within fifteen (15) days, the Association shall have the right, through its agents and employees, to enter upon said Lot, and to repair, maintain, and restore the Lot and the exterior of the residential units and any other improvements erected thereon. Notwithstanding the foregoing, if the Lots, the residential unit or any other improvements on a Lot are in need of maintenance and repair in order to prevent physical damage to the property of the Association or of an adjoining Lot Owner, then the Association, after approval by a two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees to enter immediately upon said Lot and to repair, maintain and restore the Lot and/or the exterior of the residential unit and/or any other improvements erected thereon to the extent necessary to protect the adjoining properties from injury or harm. The cost of any exterior maintenance within a Lot performed by the Association pursuant to this Declaration shall be an assessment to which such Lot is subject.

### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot that is subject to an assessment is bound to and hereby agrees that he shall accept membership in Scotsdale Bluffs Homeowner's Association, Inc., and does hereby agree to be bound by this Declaration, the Articles of Incorporation and the Bylaws of the Association and the rules and regulations enacted pursuant thereto. Membership is automatic upon acquisition of ownership of a Lot appurtenant to ownership of a Lot, and may not be transferred apart and separate from a transfer of the ownership of the Lot. Membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine pursuant to provisions for voting in the Bylaws of the Association but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. For the purpose of Class B membership, the developer shall be deemed to own the 40 lots to be developed in Phase II of Scotsdale Bluffs and shall be deemed to have the corresponding 120 votes except as those votes may be reduced by the conveyance of lots in Phase II subsequent to that phase's development. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2003.

### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS



**Section 1. Creation of Lien and Personal Obligation of Assessments.** The Developer, for each Lot owned within the property subject hereto, and each Owner of one or more Lots, by acceptance of deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:

- A. Regular assessments or charges, payable quarterly, and
- B. Special assessments for capital improvements to be payable monthly, quarterly, or annually, as determined by the Board of Directors of the Association.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to:

- A. Promote the recreation, health, safety and welfare of the Members of the Association.
- B. Provide for the improvement, management, maintenance, repair, replacement and insurance of the Common Areas and any improvements constructed thereon.

The Board of Directors of the Association is hereby empowered to prepare and adopt an annual budget, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than quarterly, unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

(1) Maintenance and repair of structures or improvements that may be constructed within the Common Areas from time to time or as may be constructed on a lot as provided elsewhere herein, specifically including, but not limited to, fences, roads, drainage facilities including storm water discharge facility, and retention ponds;

(2) Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Areas and any improvements located thereon and shall include Scottsdale Street, the interior streets to Scottsdale Bluffs and as may be required in other Association easements.

(3) Maintenance of the grounds of the Common Areas, including, but not limited to, pumps, walls, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of any sidewalks, roads, walkways and retention ponds located in the Common Areas;

(4) Carry and pay for a comprehensive policy of public liability insurance naming the Association, and the Developer until the Turnover Date, as named insured thereof insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence and not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand Dollars (\$100,000) property damage for occurrence with no separate limits stated for the number of claims.

(5) If approved by the Members, adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association.

(6) Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Common Areas and any buildings and improvements now or

hereafter located thereon or in the best interest of the Members or the Association.

(7) At the discretion of the Board, carry and pay for comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon the Common Areas. Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors of the Association upon a proper vote as set forth in the Bylaws of the Association at a meeting duly called for that purpose;

(8) Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors of the Association, including the costs of administration of the Association and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of this Declaration or the Bylaws of the Association, which is necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of the Owners or for the enforcement of these restrictions;

(9) There shall be no reserves for replacement; however, upon a proper vote as set forth in the Bylaws of the Association, at a meeting of the Membership duly called for that purpose, the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon by the Membership and executed by authorized officers of the Association;

(10) Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the Bylaws of the Association at a meeting duly called for that purpose, the Board of Directors may vote to establish an additional category of Operating Expenses for the happening of certain named events or services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Board of Directors and executed by duly authorized officers of the Association.

(11) The maintenance and care of all landscaping within the right-of-way of Scotsdale Boulevard immediately adjacent to the subdivision.

**Section 3. Right of Assessment.** Pursuant to the obligation of the Association to maintain the Common Areas, as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance and or management company to carry out its obligations in regard to maintenance and/or management as set forth herein;

B. Have the right and power to assess each Member a "prorata share" as set forth herein, of the Operating Expenses of the Association.

**Section 4. Uniformity.** Both regular and special assessments must be fixed at a uniform rate for all Lots.

**REGULAR ASSESSMENT.** The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association, as reflected upon the Association's books, in accordance with the services to be provided as set forth herein:

(1) **PAYMENT:** Each Owner shall be assessed and shall pay on a quarterly basis a prorata share of the total amount of the assessment necessary to provide the services as set forth herein in addition to a prorata assessment for taxes assessed against the Common Areas, the schedule for payment of which shall be set forth in the annual budget as provided herein.

(2) **FORMULA:** In order to determine the prorata share of the regular assessment payable by each Owner, the estimated operating Expenses, as set forth in the annual budget, shall be divided by the total number of Lots in the Phase. The result thereof shall constitute the individual Owner's liability for the regular assessment, subject to readjustment, as provided for hereinafter.

**Section 5. Effect of Nonpayment of Assessment. REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at eighteen percent (18%) simple interest per annum or the highest rate of interest permitted by Florida usury laws per annum whichever is lower. In the event that the assessment remains unpaid after sixty (60) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot.

**Section 6. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and liens for ad valorem taxes. Persons or entities other than first mortgagees acquiring liens or encumbrances or Homestead Rights provided by Florida Law on any Lot after this Declaration shall have been recorded in the public records of Pinellas County shall be deemed to consent to the liens and assessments of the Association and any such subsequent lien or encumbrance or Homestead Rights shall be whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Sale of transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure by a first mortgagee or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 7. Assessment of Developer.** Notwithstanding anything to the contrary contained in this Declaration or the Articles or Bylaws of the Association, the Developer as the Owner of any Lot or Lots upon which no Dwelling has been constructed, shall not be subject to regular assessments for Operating Expenses of the Association. The Developer and/or successor Developer shall not be obligated for any assessments until the 1st day of the first month following a certification of occupancy is issued to a lot, except model lots which shall not owe any assessments so long as it is a model. In addition, the Developer shall not be subject to a special assessment as the Owner of any Lot for any item of construction, reconstruction, repaving, major repair or replacement of any capital improvements without first having approved such special assessment in writing. The monthly Association assessment shall not exceed \$20.00 per month for a period of one year following the date of recordation of this Declaration.

**Section 8. Taxes.** It shall be the obligation of the Association commensurate with the ownership of the Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas.

B. Assess, as part of the regular assessment, against each owner, a "prorata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon, of any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such prorata share to be secured from default by the personal obligation of each owner, and a lien against each Owner's Lot.

C. Such prorata share shall be assessed as set forth herein.

**Section 9. Date of Commencement of Regular Assessments; Due Dates.** The regular assessments shall commence on the first day of the first month following the date of recordation of these restrictions. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specified Lot have been paid and further, the Association may delegate to and contract with a management company for collection of the regular and special assessments of the Association.

**Section 10. Budget.** The Association shall assess its Members a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors and any maintenance or management company

may from time to time be employed by the Association to prepare such annual budget. Save and except that the initial regular assessment for each Member and budget for the Association shall be set forth by Developer as an estimate of the actual cost for the operation and maintenance of the Common Areas in accordance with the terms hereof for the first twelve (12) calendar months, commencing upon the date of the initial conveyance of the Common Areas to the Association subject to the following:

A. The sum to be set forth by the Developer for the first year as an estimate of the actual cost for the operation and maintenance of the Common Areas shall be subject to readjustment as set forth hereinafter.

B. In the event the regular or special assessments are insufficient to meet the obligations of the Association or are assessed in a greater amount than is needed to meet the Association's obligations, then the Board of Directors or its authorized representative shall readjust the total amount stated to be due from each Member of the Association. The Members shall receive written notice of said increase or decrease in the regular or special assessments not less than forty-five (45) days before the increase or decrease becomes effective.

C. In the event that at the end of any budget year, the Board of Directors or its authorized representative has expended less than the total amount received from the Members the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

D. In the event that at the end of any budget year the Association is operating at a deficit, the Board of Directors shall (1) authorize a special assessment sufficient to eliminate the deficit or (2) take such deficit into account in calculating annual budget and regular assessments for the next ensuing year.

#### ARTICLE VI POWERS, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

**Section 1. Powers.** The Association shall have such general powers as are necessary to exercise the rights and to perform the obligations and duties set out in this Declaration including, but not limited to, to power to buy and convey real property, enter into lease agreements, enter into contracts, adopt rules and regulations for the general well-being of the Community, penalize delinquent members, obtain and maintain such policies of insurance as may be required by this Declaration and such other policies as the Board of Directors deems necessary and desirable for the protection of the Association and its Members.

**Section 2. Maintenance.** The Association shall maintain and keep in good repair any Common Area and the individual Lots for which the Association may assume temporary responsibility and for this purpose may levy assessments described herein. This obligation for maintenance specifically requires the Association, and all Owners as members of the Association, to maintain the retention pond and drainage infrastructure as required by all applicable local, county, state, and federal regulations. Further, in the event any action is brought to enforce said regulations and the lot owners who's lots are encumbered by the Retention Area become parties, the Association shall indemnify and hold harmless said lot owners from such claims and shall pay all costs of defense, litigation or any other related expenses on behalf of said lot owners. Nothing in the foregoing shall constitute an obligation on the Association in the event said enforcement action is the result of an improper or illegal act on the part of said lot owner which affects the functioning of the retention pond. In the event the Association fails to exercise its rights and powers as defined in this declaration to act to maintain the Retention Area, or fails to indemnify certain lot owners as discussed above, the lots owners who own portions of the retention Pond shall have a personal cause of action against all members of the Association to force said memebers to pay for said repairs and defense and said recovery shall include a reasonable attorney fee, including an appellate fee, to bring such a cause of action.

**Section 3. Utilities.** The Association shall obtain all water, gas, electric services and refuse collections for the Common Area and for the performance of the Associations responsibilities provided herein.

**Section 4. Damage to Common Properties and Lots.** In the event the Board of Directors of the Association



determined by a two-thirds (2/3) vote that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible as provided herein or in the event that any Owner is responsible for damage to the Common Area that is not covered by insurance, the Association shall give the Owner written notice by certified mail, postage prepaid, return receipt requested, of the Association's intent to provide the necessary maintenance, repairs and replacement at the Owner's sole cost and expense which notice shall set forth with particularity the maintenance repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice to complete the maintenance, repair or replacement in a manner acceptable to the Board of Directors or appear before the Board to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the Owner is responsible, said additional assessment becoming due and payable immediately upon the assessments' accrual and shall become a lien against the Lot of the Owner enforceable by the Association, plus all costs of collection, including a reasonable attorney's fee.

## ARTICLE VII

### ARCHITECTURAL REVIEW BOARD

**Section 1. Introduction.** A Structure shall hereinafter be defined as a building, wall, fence, shed or other improvement including driveways that was not constructed by the DEVELOPER as part of its standard house, pool and improvement "package" as marketed and sold to the general public. No Structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration of any existing Structure, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved by, the Architectural Review Board as hereinafter defined.

**Section 2. Composition.** Upon the recording of this Declaration, the DECLARANT shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", which shall initially consist of three (3) persons. The ARB shall maintain this composition until the first meeting of the MEMBERS of the ASSOCIATION. At such meeting, the ARB shall be appointed by the BOARD and shall serve at the pleasure of the BOARD. Provided, however, that in its selection, the BOARD shall be obligated to appoint a minimum of one member which shall be a representative of the DEVELOPER for so long as the DEVELOPER owns any Lots in the Property. Neither the ASSOCIATION, the BOARD, nor the MEMBERS of the ASSOCIATION, will have the authority to amend or alter the number of members of the ARB, which is irrevocably herein set as three (3). No decision of the ARB shall be binding without at least a two-thirds (2/3) affirmative approval by the members of the ARB.

**Section 3. Planning Criteria.** In order to give guidelines to the OWNERS concerning construction and maintenance of Lots and Improvements, the DECLARANT hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Property, set forth as Section 5 of this Article VI. The DECLARANT declares that the Property, and additions thereto, shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

**Section 4. Duties.** The ARB shall have the following duties and powers:

a) to amend from time to time the Planning Criteria. Any amendments shall be set forth in writing, shall be made known to all MEMBERS and shall be recorded in the Public Records of Pinellas County, Florida. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

b) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials and location of the proposed Improvements. The ARB's approval will take into consideration the harmony

of the external design and location of the proposed Improvements in relation to surrounding structures and topography.

c) to approve any such building plans, specifications, Lot grading and landscaping plans. The conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that the Improvement or alteration is not consistent with the planned development of the Property; and

d) to require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

#### Section 5. Architectural Review Board Planning Criteria.

a) **Building Type.** No Improvement will be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence of not less than one thousand one hundred (1100) square feet of heatable living area. No Structure shall exceed thirty-five (35) feet in height. Each Improvement must have a private and enclosed closed garage for not less than two nor more than four cars and may have a storage room or tool room attached to the ground floor of such garage. No carport will be permitted unless approved by the ARB as to use, location and architectural design. No garage, tool or storage room may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence.

b) **Layout.** No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARB. The foundation layout shall meet the following setbacks and constraints:

(1) Front yards shall not be less than twenty (20) feet in depth measured from the front property line to the front of the Improvement.

(2) Rear yard set-backs shall not be less than ten (10) feet in depth measured from the rear property line to the rear of the Improvement, exclusive of pool or patio.

(3) Side yards shall be provided on each side of the Improvement of not less than five (5) feet from side Lot lines, and there must be an aggregate distance of fifteen (15) feet between all structures, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of fifteen (15) feet on the side.

c) **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans and each builder must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, and all external elements.

d) **Roofs.** All roofs shall have a pitch of at least 5/12. Flat roofs shall not be permitted unless approved by the ARB. The ARB will consider approval of flat roofs on Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of an Improvement. No built up roofs shall be permitted, except on approved flat surfaces.

e) **Service Door.** If possible, any service door to a garage must face to either the side or the rear of the Lot.

f) **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of concrete. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARB.

g) **Dwelling Quality.** The ARB shall have final approval of all exterior building materials.

h) Walls, Fences and Shutters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height location, design, type, color, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARB, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

i) Lighting. No exterior lighting of an Improvement or a Lot may be installed until the lighting plan has been approved in writing by the ARB.

j) Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. A construction trailer may be used for normal construction activities during the actual construction period of the homes.

k) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the Improvement in such manner to be acceptable to the governing utility authority.

l) Curtains/Draperies. All curtains or draperies which can be seen from the exterior of all dwelling units shall have a white, tan or other neutral color backing. There shall be no temporary window treatments for a period of more than 30 days.

m) Miscellaneous. There shall be no satellite dishes or related structures, above ground pools, permanent basketball hoops or fixtures, or cloth lines placed anywhere on the lot where it can be seen from anywhere outside the lot. Swings may be placed on the lot but must be of wood construction only and must be approved by the ARB.

Section 6. Exemption. The DEVELOPER is exempt from any and all provisions of this ARTICLE VII.

## ARTICLE VIII RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

**Section 1. Single-Family Residential Use.** With the exception of Recreation Facilities in the Common Areas, no building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Properties other than single-family dwellings (including detached and attached townhouses, villas and condominiums) and customary appurtenances designed for occupation by not more than one family without Association approval. One family is defined as any and all members of a family (parents, children, and grandchildren included) and no more than two (2) persons who are unrelated to the qualifying family.

**Section 2. Lawful Use.** No part of the Properties may be used for any purpose tending to injure its reputation; nor to disturb the neighborhood; nor to disturb occupants of adjoining property within the Properties; nor to constitute a nuisance; nor resulting in a violation of any public law, ordinance or regulation in any way applicable thereto. No Lot shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, store, vending or any other purpose incompatible with single-family residential use. This limitation is not meant to restrict a home office for a residence as long as that residence receives no regular or scheduled commercial deliveries, no regular or scheduled meetings or appointments, that there may be no employees who work from such an office.

**Section 3. Maintenance.** All buildings and other structures within the Properties and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be

covered with aluminum foil or other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, trees, grass and other plantings, within the respective Lots shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

**Section 4. Temporary Buildings and Building Materials.** No trailers, shed, tent, temporary buildings or storage structures shall be erected, maintained or used on any property within the Properties, unless approved by the appropriate Architectural Standards Committee.

**Section 5. Vehicles.** Except for vans and pick-up trucks, no mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained constructed or repaired on any property within the Properties in such a manner as to be visible from any neighboring property except on a temporary basis. Except for two vehicles in the driveway, no motor vehicles, bicycles, etc. shall be parked on a continuing basis on any portion of an Owner's Lot or the Common Areas.

**Section 6. Animals.** No animals, fowl, reptiles or poultry shall be kept on any lot within the Properties, except not more than three domestic dogs, or <sup>three</sup> ~~two~~ cats or a reasonable number of birds may be kept as household pets, provided that they are not kept, bred or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash or properly confined within the Properties when not within an enclosed area of a Lot.

**Section 7. Signs.** After original occupancy no signs are permitted in the Properties, except address and name identifications, signs meeting the approval of the Association and one reasonably-sized sign advertising the Owner's Lot for sale. The Board of Directors may adopt additional rules and regulations governing the size, style and location of signs.

**Section 8. Rubbish.** No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot within the Properties if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, sanitary containers and storage piles on any Lot within the Properties shall be enclosed or fenced in such a manner that the yards areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers and bundles or trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

**Section 9. Clotheslines.** All clotheslines must be of the retractable or storable types unless they are completely hidden from the view of persons off the Lots. All retractable or storable clotheslines shall be retracted or stored when not in use. No Lot Owner shall air or hang clothes for drying for more than the time reasonably required to air or dry the clothes.

**Section 10. Window Air-Conditioners.** No window air-conditioning units shall be installed in any Residential Dwelling.

**Section 11. Ancillary Equipment.** All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be placed and suitably landscaped so as not to be visible from the street and kept in a neat and orderly manner.

**Section 12. Additional Improvements.** Additional improvements to a Lot after conveyance by Developer shall be undertaken only after receiving prior written approval from the appropriate Architectural Standards Committee. All such improvements, both interior and exterior, shall be made in conformance with any applicable government laws and regulations.

**Section 13. Fences, hedges and Landscaping.** All landscaping plans, including, but not limited to fences and hedges must receive prior written approval from the appropriate Architectural Standards Committee before implementation.



**Section 14. Developer Exception.** None of the Lots owned by the Developer shall be subject to the restrictions in this Article unless and until Developer places a Residential Dwelling on the Lot and permits the Residential Dwelling to be inhabited.

**Section 15. Lease Restrictions.** No lot shall be leased for a period of less than ninety (90) days by any lot owner. All leases shall require any lessees to comply with all restrictions imposed herein, and any rules and regulations adopted by the Association, and shall provide the Association with the right of foreclosing; provided, however, that such provision shall not relieve the Lot Owner from any liabilities incurred by the failure of a lessee to so comply and/or abide with the foregoing. No lease shall relieve any Lot Owner from the obligations imposed upon the Lot Owner by this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and/or the rules and regulations adopted by the Association. Any Lot Owner leasing a Lot shall be required to provide the lessee with a copy of the Declaration and the rules and regulations. The Association may provide sample lease provisions to accomplish the restrictions imposed by this paragraph. Any lease which does not impose the restrictions proposed by this paragraph shall be deemed to include such restrictions.

## ARTICLE IX GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Wherever possible, each provisions of the Declaration shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Declaration shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent such prohibition or invalidity, without invalidating the remainder of such provisions or of the remaining provisions of this Declaration.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas must have prior approval of the Southwest Florida Water Management District.

**Section 4. Amendment by Developer.** The Developer reserves the right to amend this Declaration, its exhibits, and any other documents which affect the Properties at any time while the Developer owns a Lot with the Properties, to comply with any requirements of the City of Dunedin, and any other governmental entity or agency having jurisdiction over the Properties and/or any requirements or guidelines of Institutional First Mortgagees and/or any Interested Governmental Entities or Agencies and/or any laws of the State of Florida, the United States and/or the laws of any one of the United States which might necessitate a change herein to permit sales of lots in such state or states. Any amendments by the Developer pursuant to this Section shall be executed solely by the Developer and shall require neither the joinder nor consent of the Association nor the Lot Owners. The Developer reserves the right to amend the Declaration to correct any scrivener's errors and clarify any statements, which amendment shall not require the consent of any Lot Owners.

**Section 5. Reservation of Rights by Developer.** In addition to any other rights reserved by the Developer herein, the Developer has and reserves the right to sell, mortgage, lease or rent Lots to any Purchaser, Mortgagee or Lessee at Developer's total discretion. The Developer shall have the right to transact any business necessary to consummate

the sale or lease of Lots, including, but not limited to, the right to maintain models, advertise on the premises, maintain a sales office on any Common Areas and/or on a Lot until the last Lot is sold and use any Common Areas. The Developer retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all common areas, streets, roadways and walkways that may, from time to time, exist on the Properties. No provision of this Declaration wherein the Developer reserves any rights, establishes any limitations upon Developer liabilities and/or obligations can be amended without the written consent of the Developer. Neither the Association nor the members of the Association can amend this Declaration, the Articles of Incorporation of the Association, nor the Bylaws in any manner which would affect the Developer's rights, liabilities and/or obligations without the written consent of the Developer.

**Section 6. Developer Approval.** So long as the Developer holds any Lots for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or its membership without Developer's approval in writing:

A. Assessment of the Developer as a Lot Owner for capital improvements; nor,

B. Any action by the Association that would be detrimental to the sale of Lots by the developer; provided however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Lots for the purpose of this Section.

**Section 7. Termination of Declaration.** In the event that there are any Common Areas or other assets owned by the Association (including any successor association) at the time of any termination of this Declaration and/or dissolution of the Association (including any successor association), then such Common Areas and other assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such Common Areas and other assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to such similar purposes.

**Section 8. Total or Partial Condemnation.** The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of any Common Area or any part thereof. All Lot Owners hereby irrevocably appoint the Association as their agent for representing them in such matters; provided, however, that this appointment shall not prevent any Lot Owner from intervening in or appearing as an interested party in any condemnation proceedings. In the event of the taking or acquisition of part or all of the Common Area by a condemning authority, the awards or proceeds of settlement shall be payable to the Association, for distribution and for the use and benefit of the Owners and their mortgagees as their interest may appear, subject to direction pursuant to the court having jurisdiction over any such condemnation.

**Section 9. Mortgages and Mortgagees.** In addition to any other mortgagee related provisions herein, the following shall apply:

A. **NOTICE.** A Lot Owner who mortgages his Lot must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall among other things, contain the names of all the Owners of Lots and the names of mortgagees holding mortgages on a mortgage shall in no way impair the validity of the mortgage. If an Owner mortgages his Lot he shall not be permitted to modify, alter or change the physical aspect of the Lot without the written permission of the mortgagee, if the mortgage so provides.

B. **FORECLOSURE.** If the holder of a first mortgage of record or other purchaser of a Lot obtains title to the Lot by foreclosure of the first mortgage or a deed given in lieu of foreclosure, said mortgagee and his successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to the Lot so acquired or chargeable to the former Lot Owner of the acquired Lot which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure. That unpaid share of the Common Expenses or Assessments shall be Common Expenses collectable from all of the Lot Owners including such mortgagee, his successors and assigns.

C. NOTICE OF ACTION. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a first mortgage and the Lot legal description or address, any such mortgage holder, insurer or guarantor will be entitled to written notice from the Association mailed within fifteen (15) days of the occurrence of the following: (1) any condemnation loss or casualty loss which affects a material portion of the project (as defined in the written request to the Association) or any lot estate on which there is a first mortgage held, insured, or guaranteed by such requesting mortgage holder, insured, or guaranteed by such requesting mortgage holder, eligible insurer or guarantor; (2) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such requesting holder, insurer or guarantor, which remains unsatisfied for a period of sixty (60) days; (3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and, (4) any other notices required herein.

**Section 10. Association Records.** The Association shall make available to Lot Owners, Institutional Mortgagees and the holders, insurers and/or guarantors of first mortgage on any Lot current copies of the Declaration, Articles of Incorporation, Bylaws and other Rules and Regulations governing the Properties, and other books, records and financial statements of the Association. The Association shall also make available to prospective purchasers current copies of the Declaration, the Articles of Incorporation, the Bylaws and other financial statement or similar financial statement, if such is prepared. "Available" shall mean at least available for inspection upon request, during normal business hours or under other reasonable circumstances as agreed to by the Association and the requester.

The Association shall prepare and furnish within a reasonable time and audited financial statement of the Owner's Association for the immediately preceding fiscal year, upon written request from any Interested Governmental Agency or Entity which has an interest or prospective interest in the Properties.

**Section 11. Consent of a Majority of Institutional Mortgagees.** Where required herein or in the Articles of Incorporation of the Association or its Bylaws, the consent of a Majority of the Institutional First Mortgagees shall be attained in the following manner:

A. the Association shall forward notice of any approved changes requiring the consent of a Majority of the Institutional First Mortgagees to the Institutional First Mortgagees by registered mail, such notice to include the specific terms of any of the approved changes;

B. any Institutional First Mortgage failing to file with the Association a denial of consent in writing within forty-five (45) days shall be deemed to have consented to the approved change or,

C. the Institutional First Mortgagees may file actual consent forms with the Association.

Upon receipt of consent in the above manner, the Secretary of the Association shall execute an affidavit in recordable form that the required consent of the Institutional First Mortgagees has been acquired as to the approved changes contained in the notice, said affidavit being recorded as an attachment to any instruments effecting the changes.

**Section 12. Additional Limitations on Amendment.** Except for any rights to amend reserved to the Developer elsewhere herein, and subject to any more stringent special majority vote or consent amendment requirements specified elsewhere herein, the vote of approval of at least sixty-seven percent (67%) of all of the votes of the Lot Owners and the approval of a Majority of the Institutional First Mortgagees holding mortgages on the Lots shall be required to materially amend any provisions of the Declaration, the Articles of Incorporation, and/or the Bylaws, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

A. voting;

B. assessments, assessment liens or subordination of such liens;

C. reserves for maintenance, repair and replacement of the Common Area (or Lots, if applicable);

D. insurance or fidelity bonds;

E. rights to the use of the Common Areas;

F. responsibility for maintenance and repair of the Common Areas, and any other areas of the Properties for which the Association has any responsibility of maintenance and repair;

G. expansion or contraction of the Properties for the addition, annexation or withdrawal of property to or from the Properties after the Developer has submitted or annexed all Properties that the Developer may submit or annex pursuant to this Declaration or determine to delete any such additions or annexations to the Properties;

H. the boundaries of any Lot, following sale by the Developer;

I. the interest of the Lot Owners in the Common Areas;

J. convertibility of Lots into Common Areas or of Common Areas into Lots;

K. the leasing of any Lots, and improvements thereon;

L. imposition of any right of first refusal or similar restrictions on the right of a Lot Owner to sell, transfer, or otherwise convey his or her Lot;

M. any provisions herein which are for the benefit of or concern mortgage holders, and insurers or guarantors of first mortgages on Lots;

N. after the initial conveyance of the Common Areas to the Association, further mortgage or conveyance of the Common Areas (except for dedication or conveyance of the Common Areas to an appropriate public agency or to a nonprofit organization as provided in this Article XI, Section 7), which shall also require the vote of approval of at least sixty-seven percent (67%) of the votes of the Lot Owners other than the Developer. Any encumbrance or conveyance of the Common Areas shall be subject to the Lot Owner's rights and easements over the Common Areas for ingress and egress to their Lots, as provided in Article II, Section 3.

**Section 13. Rights of Municipality.** In the event that the Association should at any time fail to maintain the Lots and any Common Areas in reasonable order and condition in accordance with the requirements of the City of Dunedin, the City may serve written notice upon the Association of the Owners and hold a public hearing. If deficiencies of maintenance are not corrected within thirty (30) days after such notice and hearing the City shall call upon any public or private agency to maintain the Lot or Common Areas for a period of one (1) year. When the City determines that the Association is not prepared or able to maintain the Lots or Common Areas, such public or private agency shall continue maintenance for yearly periods.

The cost of such maintenance by such agency shall be assessed against the Lots in the same proportions set-forth herein for Association assessments, and shall become a lien in the amounts so determined on each Lot until paid.

**Section 14. FHA/VA Approval.** As long as there is a Class B Membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties which are not within the areas which the Developer may annex in this Declaration, mortgaging of Common Area, dedication of Common Area, and amendment of this Declaration.

**Section 15. Interpretation.** Unless the context requires otherwise, the use of the singular shall include the plural, and vice-versa; the use of one gender shall include all genders; and the use of "including" shall mean "including but not limited to". The headings and numeration used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.



IN WITNESS WHEREOF, LC Properties, Inc., being the Developer herein, has caused this Declaration to be executed on this 31 day of January, 1997.

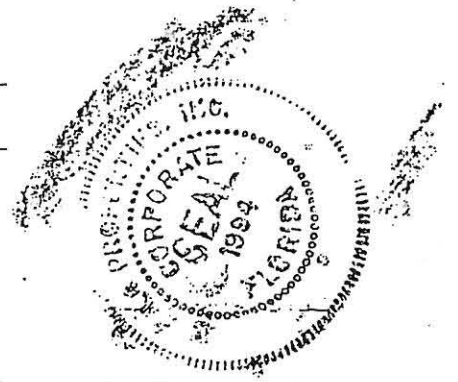
IN THE PRESENCE OF:

LC PROPERTIES, INC.

[Signature]  
Witness  
Maek Beaulne  
Witness

[Signature]  
By: It's president  
Attest:

(Corporate Seal)



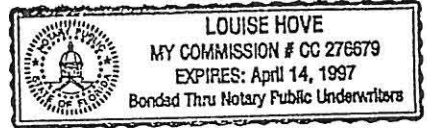
STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared KEITH E. BASS, to me well known and well known to me to be the PRESIDENT and \_\_\_\_\_ of L.C. PROPERTIES INC. who executed the foregoing instrument and who acknowledged before me that they executed the foregoing instrument in the name and on behalf of that Corporation, affixing the corporate seal of that corporation thereto; that as such corporate officers they are duly authorized by that corporation to do so; that the foregoing instrument is the act and deed of that corporation; and that they executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and seal at the State and County aforesaid this 4<sup>th</sup> day of FEBRUARY, 1997.

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires:



30073259 SSS 02-04-1997 14:52:47  
01 AGR-SCOTSDALE BLUFFS  
RECORDING 1 \$78.00  
TOTAL: \$78.00  
CHECK AMT. TENDERED: \$78.00  
CHANGE: \$.00

Prepared by and Return to:  
Cianfrone, Nikoloff, Grant & Greenberg P.A.  
1964 Bayshore Blvd., Ste. A  
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
PLANNING CRITERIA FOR THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SCOTSDALE BLUFFS**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Architectural Control Board and of the Board of Directors on May 2, 2018, by the approval ARB and the Board of Directors, the Planning Criteria for the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Scotsdale Bluffs, as recorded in O.R. Book 9599, Page 350, et seq. in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Planning Criteria for the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Scotsdale Bluffs is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Planning Criteria for the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Scotsdale Bluffs."

**IN WITNESS WHEREOF**, SCOTSDALE BLUFFS HOMEOWNERS' ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15<sup>th</sup> day of June, 2018.

Two Witnesses as to  
President's Signature

SCOTSDALE BLUFFS  
HOMEOWNERS' ASSOCIATION, INC.

Dane Lynch  
Witness Signature

By: [Signature]  
Karen Blanchette, President  
Printed Name

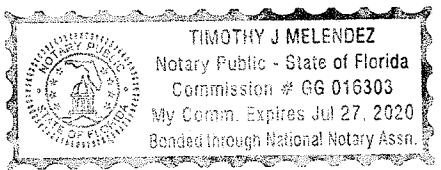
Dane Lynch  
Printed Name

[Signature]  
Witness Signature

Calvin Macpherson  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2018, by Karen Blanchette, as President of Scotsdale Bluffs Homeowners' Association, Inc. He/She is personally known to me or has provided FL-DL as identification, and did not take an oath.



[Signature]  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 07/27/2020

**SCHEDULE OF AMENDMENT  
TO  
PLANNING CRITERIA FOR THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SCOTSDALE BLUFFS**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY STRIKE THROUGH  
OMISSIONS INDICATED BY ELLIPSIS...**

1. Article VII, Section 5, Architectural Review Board Planning Criteria, Section (h), Walls, Fences and Shutters, of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Scotsdale Bluffs, shall be amended to read as follows:

h) Walls, Fences and Shutters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, color, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARB, who division shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

Planning Criteria adopted by the ARB in accordance with Article 7, Section 3 for the construction and maintenance of Fences by Homeowners.

1. All fences installation or changes/modifications to existing installations requiring ARB review and approval. Fence plans must include gate size and location(s).

Fences for corner lots require closer attention during the ARB review process due to unique lot sizes, visibility, safety, esthetic matters as well as compliance with existing easements and city/county building code setback requirements.

2. Fences are to be constructed of ~~pressure treated lumber or white polyvinyl~~ material as approved by the ARB.
3. Fences bordering ponds or conversation areas are discouraged. Each application will be considered on its owner merit. In any event, fences constructed in such areas will be no more than 42 inches in overall height and constructed to Association requirements, which includes but is not limited to legal and environmental restriction(s) on pond or conservation areas. No fencing will be constructed by a homeowner in a pond easement or conservation easement area.
4. Polyvinyl fence designs are to be submitted with picture before purchase and installation. ~~All fences are to be dog eared in style and of the following designs:~~

- a. ~~Board on board~~
- b. ~~Shadow Box~~
- e. ~~Butted~~
- d. ~~Other as approved~~

**THE REMAINING PORTION OF THIS SECTION REMAINS UNCHANGED**

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA (727) 582-7777

BL159872 07-24-2003 14:15:18 TMC  
51 CTF-SCOTSDALE BLUFFS HOMEOWNERS  
906470  
IH:03306216 BK:12925 SPG:2358 EPG:2361  
RECORDING 004 PAGES 1 \$19.50

✓ PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, ESQUIRE  
JOSEPH R. CIANFRONE, P.A.  
1968 Bayshore Boulevard  
Dunedin, FL 34698

TOTAL: \$19.50  
CHECK AMT. TENDERED: \$19.50  
CHANGE: \$0.00  
BY \_\_\_\_\_ DEPUTY CLERK

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ACCT \_\_\_\_\_  
REC 19.50  
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REV \_\_\_\_\_  
TOTAL 19.50  
CK BAL \_\_\_\_\_  
CHG AMT \_\_\_\_\_

03-306216 JULY-24-2003 2:15PM  
PINELLAS CO BK 12925 PG 2358

CERTIFICATE OF ADOPTION OF PLANNING CRITERIA  
FOR THE  
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SCOTSDALE BLUFFS

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Architectural Review Board on June 23rd, 2003, and at a duly called meeting of the Board of Directors on JUNE 30th, 2003, the ARB and Board of Directors respectively approved the Planning Criteria attached as Exhibit "A", pursuant to ARTICLE VII of the Amended Declaration of Covenants, Conditions and Restrictions of Scotsdale Bluffs, as originally recorded in O.R. Book 9599, Page 350, et seq., of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, Scotsdale Bluffs Homeowners' Association, Inc., has caused this Certificate to be executed in accordance with the authority hereinabove expressed this day of July 14th, 2003.

SCOTSDALE BLUFFS  
HOMEOWNERS' ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

*Donald K. Rhine*  
Secretary  
Donald K. Rhine

By:

President  
*Kevin Ryan*  
KEVIN RYAN



PINELLAS COUNTY FLA.  
OFF. REC. BK 12925 PG 2359

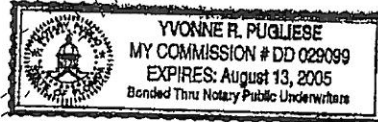
STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 14 day of July, 2003, personally appeared  
before me KEVIN RYAN, President, and  
DONALD K. RHINE, Secretary of Scotsdale Bluffs Homeowners'  
Association, Inc., and acknowledged the execution of this  
instrument for the purposes herein expressed.

*Yvonne R. Pugliese*

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

A:\ScotsdaleBluffs-PlanningCriteria.Cert.wpd



Scotsdale Bluffs Homeowners' Association, Inc.

Board Approval Date: June 30, 2003

Re: Architectural Review Board Planning Criteria "Planning Criteria"  
Amendment to ARB Planning Criteria  
- Article 7, section 5(h)

PINELLAS COUNTY FLA  
OFF REC BK 12925 PG 2360

Section 5 (h) FENCES

- h. Walls, Fences and Shutters. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six (6) feet without the prior written approval of the ARB. No wall or fence shall be constructed on any Lot until its height, location, design, type, color, composition and material shall have first been approved in writing by the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARB, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Improvement unless approved by the ARB.

Planning Criteria adopted by the ARB in accordance with Article 7, section 3 for the construction and maintenance of Fences by Homeowners.

1. All fences installation or changes/modifications to existing installations require ARB review and approval. Fence plans must include gate size and location(s).

Fences for corner lots require closer attention during the ARB review process due to unique lot sizes, visibility, safety, esthetic matters as well as compliance with existing easements and city/county building code setback requirements.

2. Fences are to be constructed of pressure treated lumber or white polyvinyl material as approved by ARB.
3. Fences bordering ponds or conversation areas are discouraged. Each application will be considered on its own merit. In any event, fences constructed in such areas will be no more than 42 inches in overall height and constructed to Association requirements, which includes but is not limited to legal and environmental restriction(s) on pond or conservation areas. No fencing will be constructed by a homeowner in a pond easement or conservation easement area.
4. All fences are to be dog-eared in style and of the following designs:
  - a. Board on board
  - b. Shadow box
  - c. Butted
  - d. Other as approved.

Polyvinyl fence designs are to be submitted with picture sample before purchase or installation.

5. New fence installations will match into existing fence installations on adjacent lots or properties.

EXHIBIT "A"

6. An ARB fencing installation approved for one homeowner cannot be transferred to a new homeowner. The new homeowner must submit necessary plans, etc. for approval.
7. Bottom of new fence installation will be maintained at two (2) inches from ground level.
8. Fencing Setback. Fences will require a two-thirds (2/3) setback from the front corner of the house. This should be clearly indicated on the site/survey plan submitted by the homeowner for approval.

Fencing will not be permitted to extend beyond the front corner of any home including adjacent homes.

10. Compliance. Existing fence installations must come into compliance with all ARB Planning Criteria when reconstructed, remodeled, renovated or relocated by the homeowner.
11. No fence installation should adversely impact adjacent properties. This would include but not limited to easements, rights-of-way, grading, re-grading, water runoff, new sodding, etc.
12. Painting of fence installations is not permitted.
13. Homeowner is responsible for ascertaining that any new fence installation is placed on their property and does not encroach upon an adjacent property. The homeowner requesting the new fence installation or any dispute arising out of a new fence installation is responsible for survey costs as necessary.

An adjacent property owner may request a boundary line survey at the expense of the homeowner constructing a new fence to determine the placement of the fence.

14. Maintenance. Fences must be cleaned and kept in good appearance at all times.

Wood fences should be cleaned and resealed every 2-3 years depending upon appearance of fencing. Wood fences are to be stained or sealed in a clear, natural wood finish.

Polyvinyl fences must be cleaned, kept free of all mildew growth and be in good appearance at all times.

15. All required governmental approvals and/or permits for fence construction are the responsibility of the homeowner and must be obtained prior to construction. It is the responsibility of the homeowner to comply with all government and/or Association requirements for fencing, whichever is most stringent.