

SEP 30 4 07 PM '85

DECLARATION OF CONDOMINIUM

OF

THE GARDENS OF FOREST LAKES, A CONDOMINIUM

This Declaration is made this 30th day of September, 1985, by Ryan Homes, Inc., hereinafter "Developer" or "undersigned," as owner of the hereinafter described property situate and being in Pinellas County, Florida, for itself, its successors, grantees and assigns.

W I T N E S S E T H:

WHEREAS, the Developer is the owner in fee simple of that certain real property lying and situate in Pinellas County, Florida, as more particularly described in Exhibit A attached hereto; and

WHEREAS, the Developer contemplates erecting upon portions of said real property multi-unit residential buildings containing con- dominium units and related facilities in phases pursuant to the provisions of Section 718.403, Florida Statutes; and

WHEREAS, the Developer may desire, from time to time, to submit portions of the aforescribed real property, together with improvements erected thereon, to condominium ownership pursuant to Section 718, Florida Statutes.

NOW, THEREFORE, the Developer hereby declares:

I.

Submission Statement

The undersigned hereby submits in fee simple the property, hereinafter described, to condominium ownership.

II.

Name

The name by which this condominium is to be identified is THE GARDENS OF FOREST LAKES, A CONDOMINIUM.

(Condominium Plat pertaining hereto recorded in Condominium Plat Book 87, Pages 41-48.)

HOLD FOR: R. Carlton Ward (Krm)  
HUGHES, HARRIS, GILKEY, FITE,  
MILNER & THOMPSON, P. A.  
1253 Park Street  
Clearwater, Florida 33516

01 Cash 11.00  
0 Rec 201.00  
1 DS 95.00  
3 Int  
Tot 296.00  
BT

LAW OFFICES OF  
RICHARDS, NOODINE,  
GILKEY, FITE,  
YER & THOMPSON, P. A.  
LELAND, FLORIDA

III.

Legal Description

Refer to that property described as Phase 1 in Exhibit "A" attached hereto and incorporated herein by reference.

IV.

Easements

Section 1. The undersigned hereby reserves to itself, its lessees, designees, successors or assigns, such additional easements over, under and upon the condominium property hereinabove described as may become necessary for the purpose of the undersigned, its grantees, lessees, successors or assigns, servicing its properties in the vicinity with utility services (including, but not limited to, cable T.V.) and drainage.

Section 2. The undersigned hereby reserves unto itself, its designees, successors or assigns the right to grant an easement over any of the common elements of this condominium to be used for, by or in connection with the development of the "Future Development Property" either as additional phases of this condominium or as separate condominiums or other forms of residential housing such as "fee simple villas." This reservation shall specifically include the right to grant easements over any roads or rights-of-way for ingress and egress.

Section 3. There is hereby created a nonexclusive easement for ingress and egress over streets, walks and other rights-of-way serving the units, as part of the common elements which are necessary to provide reasonable access to any public way or right-of-way.

Section 4. If a unit shall encroach upon any common element, or upon any other unit by reason of original construction, or by the nonpurposeful or nonnegligent act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any unit by reason of original construction or the nonpurposeful or non-

negligent act of Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

Section 5. The easements referred to in Sections 1 and 2 above may be described in the future and shall not interfere with the reasonable use by the condominium owners of the condominium property.

V.

Identification of Units

The units of this condominium are identified by number shown on Exhibit "A" attached hereto and incorporated herein.

VI.

Survey, Plot Plan, and Graphic Description of Improvements

The information required by Section 718.104(4)(e) of the Florida Statutes is contained in Exhibit "A" attached hereto and by reference incorporated herein.

VII.

Ownership of Common Elements, Common Surplus and Sharing in Common Expenses

The ownership of the common elements and in the common surplus for each unit and the share of common expenses for each unit shall be determined by dividing one (1) by the number of units submitted to condominium at any given time. For example, if there are eight (8) units submitted in Phase 1, then each unit owns 1/8 share of the common elements. As additional phases are added, this share will be adjusted to reflect the number of units submitted at that time.

VIII.

Membership and Voting Rights

Each unit owner shall be a member of the Condominium Association. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in

accordance with the provisions of the Bylaws of the Condominium Association.

IX.

Amendments

Unless the procedure is prohibited by Section 718.403, Florida Statutes, this Declaration may be amended in the following manner:

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by an affirmative vote of two-thirds of the unit owners.

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium unit, (b) voting rights, (c) percentages of owning common elements, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, it will be necessary to have the approval of two-thirds of the Board of Directors of the Condominium Association, the affirmative vote of the owners of all units affected, and the joinder in the execution of all record owners of liens on all units affected.

Section 3. All amendments shall be recorded as required by law.

Section 4. No amendment of this Declaration or of the Bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position or right as mortgagee of any condominium parcel shall be effective without the joinder of said institutional mortgagee.

Section 5. Notwithstanding anything contained hereinabove or elsewhere, the developer reserves the right to amend this Declaration as to matters of survey as contemplated by Article XXIV hereof and to add additional phases as provided in Article XXIV hereof, and said amendment need be executed only by the developer.

X.

Association

The name of the Association responsible for the operation of

this condominium is THE GARDENS OF FOREST LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and by reference incorporated herein.

XI.

Bylaws

The Bylaws of this condominium are set forth in Exhibit "C" attached hereto and by reference incorporated herein.

XII.

Assessments

Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due as determined by the Board of Directors of the Association. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment due. All assessments, including reasonable attorneys' fees, interest and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount due and date due. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional mortgagee.

Section 2. If an institutional mortgagee obtains title to a

condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner thereof which became due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for assessments that is recorded prior to recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquirer, his successors and assigns.

XIII.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of seventy-five per cent of the unit owners, as authorized and provided in paragraph XIV herein.

XIV.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurance replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood

insurance provided for by said Act, or in an amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

All hazard policies purchased to protect buildings shall provide that the word "building" wherever used in the policy shall include, but not be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed when the unit was first conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor, ceiling or wall coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered as additional insureds under the policy.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building, except as may be modified to comply with the then current Building Code, said plans being on file with the Building Department of the governmental authority having jurisdiction over the condominium.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days after notice not to rebuild, in which event the Condominium shall be terminated, the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liability arising out of the use of the common elements, units and easements. Said policy shall be in an amount of not less than \$100,000 / \$300,000 personal injury, and \$25,000 property damage.

The Association further shall, if required by State Laws, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

XV.

Common Elements and Appurtenances

There shall pass with the title to each unit as appurtenances thereto those items that are listed in Section 718.106 of the Florida Statutes. The common elements shall include within its meaning those items listed in Section 718.108 of the Florida Statutes and partition or separation of the common elements shall be governed by Section 718.107 of the Florida Statutes. The aforementioned references to the Florida Statutes shall be as said statutes read at the time of recording this Declaration.



## XVI.

Parking

Section 1. It is contemplated that there will be no assigned parking spaces and that all parking will be open. However, the Developer and the Association, after control of the Association is transferred by the Developer to unit owners as provided for in the Articles of Incorporation, reserves the right to assign the use of particular parking spaces to particular units and to further designate certain parking spaces as guest spaces available for use by the guests of owners. In the event parking spaces are assigned to units, then a parking plan shall be established that complies with these assignments, which plan need not be recorded in the Public Records but shall be maintained by the Association in its records and shall be made available to unit owners at reasonable times for inspection. Upon the assignment of parking spaces and establishment of a parking plan, the plan shall not be changed or amended except with the consent of the unit owners to whom the particular parking space has been allocated. Unit owners agree that they will utilize only those parking spaces assigned to their unit, and in the event that they have not been assigned a parking space, then to utilize only those spaces designated for common use. All parking spaces that are assigned to a unit shall be appurtenant to those units so designated and a limited common element. The interest of the unit owner in these limited common elements may be assigned only to other unit owners or to a subsequent transferee.

## XVII.

Restrictions

All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and Bylaws of the Association and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all

unit owners, their families, guests, invitees, licensees and lessees, to wit:

Section 1. No unit shall be used for any purpose other than for residential purposes except that Developer may use any unit or units as a selling aid, guest apartment or as a sales office for the sale of units in this condominium or any other condominium of the Developer located in the vicinity.

Section 2. No owner or occupant shall commit or permit any nuisance, immoral or illegal act in his unit or in the common elements.

Section 4. No pets shall be permitted without the written consent of the Association and any such consent may be terminated at any time. All pets which are approved shall be subject to such reasonable rules and regulations as the Association may from time to time promulgate.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Association shall have the right to make and amend reasonable rules and regulations, in addition to these restrictions, respecting the use of the property in the condominium as is provided for in its Articles of Incorporation.

XVIII.

Leasing of Condominium Parcels

Section 1. Units may not be leased (which term includes any occupancy in the absence of the unit owner, with or without consideration) for a period of less than <sup>6 mo.</sup> ~~thirty (30)~~ days. ~~The Board of Directors may adopt reasonable rules regarding the use of units, and the common elements by lessees of units that are more restrictive than the rules that govern the use by unit owners.~~ If a lessee violates any of these rules or any other rules of the Association or any term of the Declaration of Condominium or its Exhibits, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit and, for

the purposes thereof, each unit owner, by accepting title to a unit in this condominium, authorizes the Association to act on his behalf as his agent in any action brought to evict a lessee under this paragraph. In the event that the Association evicts any lessee or otherwise takes any action to enforce the rules of the condominium or the Association, then the Board of Directors and the other unit owners shall not be liable to the lessor/owner for any loss or damages arising from or connected therewith.

Section 2. The above restrictions on the lease of a unit shall not apply to the Developer or to an institutional mortgagee, which, for purposes of this Declaration, is defined as a bank, life insurance company, federal or state chartered savings and loan association, pension fund, trust, government agency, mortgage company, FNMA, federal or state chartered savings bank, or other lenders acting in the area.

#### XIX.

##### Unit Boundaries

Each unit shall include that part of the building containing the unit that lies within the following boundaries:

Section 1. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The upper boundary shall be the horizontal planes of the undecorated finished ceiling of a unit.

(b) Lower Boundary. The lower boundary of a unit shall be the horizontal planes of the undecorated finished floor.

Section 2. The perimetrical boundaries of the unit shall be the vertical planes and the undecorated finished interior of the walls bounding the unit extended to an intersection with each

XX.

Maintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

## Section 1. Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) Except interior surfaces, all portions of a unit contributing to the support of the condominium building, which portions shall include but not be limited to load bearing columns, floors and walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e., electric power, cold water and sewer disposal), and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.

(2) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(b) By the unit owner. The responsibility of the owner shall be as follows:

(1) Except the portions of the unit to be maintained, repaired and replaced by the Association, the unit owner shall maintain, repair and replace at his expense all other portions of his unit including all windows, screens and glass, doors and carpeting; all kitchen equipment, heating and air conditioning equipment, whether contained inside or outside a unit; hot water heater, together with electrical and plumbing elements associated thereto, and any other contents of the unit, including all non-

paired.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including, but not limited to, porches.

(3) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

(c) Alteration and improvement. Except as elsewhere reserved to Developer, neither an owner nor the Association shall make any material modifications in the portions of any unit which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety, soundness or architectural appearance of the condominium building and easement, without first obtaining approval in writing of owners of all units in which such work is to be done, the approval of seventy-five per cent of the record owners of other units, and the approval of the Board of Directors of the Association. However, this Section shall not apply to repairs which are authorized to be made by the Association as reflected in Section 1, paragraph (a), hereof.

Section 2. Common elements and limited common elements.

(a) By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of Association. The interior cleaning of the storage closets which are limited common elements shall be the responsibility of the owner of the appurtenant unit.

(b) Alteration and improvement. After the completion of the improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no material

trary contained above, if a unit owner desires to enclose a screen porch, then approval need be obtained only from a majority of the Board of Directors of the association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association.

XXI.

Compliance and Default

Each owner shall be governed by and shall comply with the terms of the Declaration of Condominium, its Exhibits and the Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of owner to comply therewith shall entitle the Association or other unit owners to the relief provided under the Condominium Act, and to other relief legally available.

Section 1. 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 or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit interest or its appurtenances, or of the common elements.

Section 2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of owner to comply with the terms of the Declaration, its Exhibits or regulations adopted pursuant thereto, as said documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys'

or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXII.

Covenants Running With the Land

All of the provisions of this Declaration of Condominium, its Exhibits, and the Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

XXIII.

Reservation of Rights to Developer

Notwithstanding anything to the contrary herein, Developer shall have the right to sell, lease or rent units to its designees without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate the sale of units in this condominium or any other condominium owned and developed by the Developer in the vicinity, including, but not limited to, the right to maintain models and sales office, have signs, employees in the office, use of the common elements and to show units. Sales office and model furniture shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to own parcels under the same terms and conditions as other owners, save and except for this right to sell, rent or lease as contained in this paragraph and in Article XVIII, Section 2.

Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between

terest of the Developer has been sold, without amendment to this Declaration in the manner required herein. If more than one (1) unit is concerned, the Developer shall apportion between the units the share in the common elements which are appurtenant to the units concerned. Any amendment to this Declaration reflecting such alteration of apartment plans or completion of improvements and additions by Developer, as mentioned hereafter, need be signed and acknowledged only by the Developer and need not be approved whether or not elsewhere required.

The Developer, pursuant to Section 718.116(8), Florida Statutes, shall be excused from payment of its share of common expenses and assessments for those units owned by it during the period of time that it guarantees the assessments for common expenses of the condominium imposed upon the unit owners, other than the Developer, shall not increase over a stated amount for a stated period of time per unit and obligates itself to pay any amount of common expenses incurred during that period and not reduced by the assessments by the guaranteed level receivable from other unit owners.

The Developer retains the right to complete construction of improvements and additions to the common elements in compliance with its plans and specifications for this development.

Notwithstanding anything else contained in this Declaration to the contrary, this paragraph XXIII may not be amended without the written consent of the Developer as long as it owns units in this condominium.

XXIV.

Phase Development

The Developer, pursuant to the provisions of Section 718.403,



shall be known as the "Future Development Property." The Developer will make its decision concerning construction of improvements on the Future Development Property based on such facts as marketing conditions and corporate objectives. The Developer is under no obligation to submit all or any portion of the Future Development Property to condominium ownership or to construct additional residential units thereon, or in any other way develop the Future Development Property as part of this condominium.

All phases which comprise the Future Development Property must be added to this condominium on or before seven (7) years from the date of recording of this Declaration in the Public Records.

There are twenty (20) possible future phases containing residential units in each phase that contain one (1) building with eight (8) units. In addition to these phases containing residential units, there may be one (1) phase containing a portion of the roadway that provides ingress and egress to the condominium units.

The legal description of the land which may become a part of each additional phase is described in Exhibit A attached hereto. The plot plans for each additional phase which appear in Exhibit A indicate the types of units to be included within any phase. The general size of all units will be approximately 950 square feet.

The Developer reserves the right to modify the plot plans for each phase as shown on Exhibit A as to unit or building types without the approval of any unit owner or holder of a lien on any unit.

The impact on the initial phase in the condominium that completion of additional phases will have, will be to increase the population density in the condominium development and the number of members in the Condominium Association. Also, the addition of

and sharing of the common expenses will be adjusted so that each unit owner's share will be a fraction, the numerator of which is one (1) and the denominator of which is the number of units that comprises the condominium at any given time.

The Developer reserves to make non-material changes in the legal description of phases as shown in Exhibit A. Furthermore, if necessary, the Developer shall have the right to amend the Declaration to correspond with any minor alteration in the legal description of phases, and any such amendment shall be binding upon the owners of all units previously submitted to condominium ownership and need be executed only by the Developer.

If an additional phase is added, the membership in the Association will be increased to include the owners of the additional units, and each additional unit shall be entitled to one (1) vote in the Association. If an additional phase is not added, the membership in the Association shall not be changed. The Developer shall notify owners of existing condominium units of the commencement of, or the decision not to add, one or more additional phases. Notice shall be by certified mail, addressed to each unit owner at the address of his unit or at his last known address.

If an additional phase is not built, the units which are built are entitled to one hundred per cent (100%) ownership of the common elements within the phase actually developed and declared to be part of this condominium.

Time share estates will not be created with respect to units in phase of this condominium.

Notwithstanding the provisions of Section 718.110, Florida Statutes, such additional phase or phases, if constructed, may be added to this condominium by the recording of an amendment which

Florida Statutes, and shall apportion the share of ownership in the common elements and in the common surplus for each unit and the share of common expenses for each unit. Such amendment need be executed and acknowledged only by the Developer, its successors or assigns, and need not be approved by the Association, owners, lienors or mortgagees of condominium parcels, whether or not elsewhere required for amendments.

XXV.

Rights of Mortgagees, Insurers and Guarantors

Section 1. The holder, insurer or guarantor of a first mortgage on a unit shall have the following rights:

(a) Upon request of the Association, identifying the name and address of the holder, insurer or guarantor, and the unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or casualty loss which effects a material portion of the development or any unit on which there is a first mortgage held, insured or guaranteed.

(2) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of an insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of the holders, guarantors or insurers of first mortgages.

(b) Right to examine the books and records of the Association during normal business hours.

serve fund for the maintenance and repair of the common elements, which shall be funded from regular monthly assessments for common expenses.

Section 3. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with the requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract Supplement. The Association may cancel, without penalty or costs, any contract or lease made by it before unit owners, other than the Developer, assume control of the Association, upon written notice to the other party.

THIS DECLARATION for the Creation and Establishment of THE GARDENS OF FOREST LAKES, A CONDOMINIUM, including exhibits attached hereto, is made and entered into and submitted this 13th day of September, A.D. 1985, by Ryan Homes, Inc., as Developer.

Witnesses:

Thelma J. Conner  
Karen J. Mitalkbrunn

RYAN HOMES, INC.  
BY [Signature]

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared John Garrity as President of RYAN HOMES, INC., to me known to be the person described in and who executed the foregoing Declaration of Condominium and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 13th day of September, A.D. 1985.

Thelma J. Conner  
Notary Public  
My Commission Expires:

# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SO OLDSMAR, PINELLAS COUNTY,

Located near the corner of Forest Lakes, A condominium

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

A corner of the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 02' 38" W, for 2891.52 feet, to the POINT OF BEGINNING, said point also being on the boundary of the plat of THE VILLAGES OF FOREST LAKES, as recorded in Plat Book 89, Pages 80 through 83 of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following courses, N 89° 24' 00" E, for 204.28 feet; thence S 80° 55' 55" E, for 188.78 feet; thence S 57° 37' 58" E, for 211.00 feet, to a point of intersection with a curve concave to the Northwest; thence northwesterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 13° 58' 14", an arc length of 121.40 feet, and a chord, bearing N 51° 24' 24" E, for 131.87 feet; thence N 43° 23' 21" E, for 188.32 feet, to a point of curvature of a curve concave to the West; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 77° 45' 37", an arc length of 41.85 feet, and a chord, bearing N 04° 37' 58" E, for 41.32 feet, to a point of intersection with a curve concave to the Northwest, said point being a point on the boundary of the plat of THE VILLAGES OF FOREST LAKES, as recorded in Plat Book 89, Pages 80 through 83 of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following courses, easterly along the arc of said curve, having a radius of 201.50 feet, a central angle of 127° 59' 07", an arc length of 44.97 feet, and a chord, bearing S 40° 22' 08" E, for 44.88 feet; thence S 40° 22' 08" E, for 45.00 feet; thence S 42° 55' 21" W, for 187.88 feet, to a point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 137° 24' 30", an arc length of 180.97 feet, and a chord, bearing S 21° 14' 44" W, for 179.14 feet; thence S 02° 48' 07" W, for 25.48 feet; thence S 10° 06' 21" E, for 298.74 feet; thence S 07° 27' 08" E, for 437.42 feet, to a point on the westerly right-of-way line of FOREST LAKES (MULTI-UNIT); thence along said westerly right-of-way line, S 22° 27' 34" W, for 465.14 feet, to the northerly line of a 100 foot Florida Power Corporation, as recorded in Tract Book 1280, Pages 25 through 27, of the Public Records of Pinellas County, Florida; thence along said northerly line, N 08° 55' 55" W, for 301.27 feet; thence S 00° 05' 28" W, for 119.87 feet; thence S 86° 32' 40" W, for 600.01 feet, to a point on the West line of said Section 14; thence N 00° 02' 38" W, for 883.77 feet, to the POINT OF BEGINNING, and containing 18.171 acres, more or less.



**SURVEYOR'S CERTIFICATE**  
I hereby certify that on described herein as Pinellas and angles are correct. Improvements are shown provisions of the Declarer representation of the local that the identification, loca can be determined from the





# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH, OLDSMAR, PINELLAS COUNTY, FLORIDA

**LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium**

**Phase 1**

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E for 2691.57 feet, to a point on the boundary of THE HAZLETS OF FOREST LAKES, as recorded in Plat Book 86, Pages 69 through 113 of the Public Records of Pinellas County, Florida; thence along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses: N 82° 54' 02" E, for 204.21 feet; thence S 80° 55' 53" E, for 188.78 feet; thence S 57° 31' 34" E, for 211.00 feet, to a point of BEGINNING; thence continue along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses, northwesterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 15° 39' 14", an arc length of 132.40 feet, and a chord, bearing N 51° 24' 22" E, for 131.87 feet; thence N 47° 32' 31" E, for 164.32 feet, to a point of intersection with a curve concave to the West; thence northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 71° 28' 53", an arc length of 33.85 feet, and a chord, bearing N 04° 31' 54" E, for 31.21 feet, to a point of intersection with a curve concave to the Northwest, said point being on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Pages 28 through 35, of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES for the following 6 courses, northerly along the arc of said curve, having a radius of 207.50 feet, a central angle of 17° 55' 07", an arc length of 64.87 feet, and a chord, bearing S 40° 27' 05" E, for 64.88 feet; thence S 48° 34' 33" E, for 25.00 feet; thence S 47° 25' 11" W, southeasterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 18° 38' 42", an arc length of 180.02 feet, and a chord, bearing S 37° 14' 44" W, for 178.14 feet; thence S 63° 04' 07" W, for 25.48 feet; thence S 28° 06' 51" E for 145.00 feet; thence N 11° 21' 12" E, for 45.00 feet; thence S 74° 31' 35" W, for 41.00 feet; thence N 15° 28' 32" W, for 7.39 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 213.90 feet, a central angle of 88° 18' 59", an arc length of 36.84 feet, and a chord, bearing N 59° 37' 54" W, for 33.30 feet; thence S 88° 41' 34" W, for 198.04 feet to a point of intersection with a curve concave to the East; thence northerly along the arc of said curve having a radius of 181.55 feet, a central angle of 87° 21' 24", an arc length of 213.26 feet, and a chord, bearing N 26° 56' 14" E, for 42.51 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve having a radius of 475.00 feet, a central angle of 3° 40' 32", an arc length of 20.47 feet, and a chord, bearing N 61° 13' 51" E, for 20.47 feet to the POINT OF BEGINNING; and containing 1.57 acres more or less.

**LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium**

**Phase 2 (Proposed)**

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 2691.57 feet, to a point on the boundary of THE HAZLETS OF FOREST LAKES, as recorded in Plat Book 86, Pages 69 through 113 of the Public Records of Pinellas County, Florida; thence along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses: N 82° 54' 02" E, for 204.21 feet; thence S 80° 55' 53" E, for 188.78 feet; thence S 57° 31' 34" E, for 211.00 feet, to a point of BEGINNING; thence continue along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses, northwesterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 15° 39' 14", an arc length of 132.40 feet, and a chord, bearing N 51° 24' 22" E, for 131.87 feet; thence N 47° 32' 31" E, for 164.32 feet, to a point of intersection with a curve concave to the West; thence northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 71° 28' 53", an arc length of 33.85 feet, and a chord, bearing N 04° 31' 54" E, for 31.21 feet, to a point of intersection with a curve concave to the Northwest, said point being on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Pages 28 through 35, of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES for the following 6 courses, northerly along the arc of said curve, having a radius of 207.50 feet, a central angle of 17° 55' 07", an arc length of 64.87 feet, and a chord, bearing S 40° 27' 05" E, for 64.88 feet; thence S 48° 34' 33" E, for 25.00 feet; thence S 47° 25' 11" W, southeasterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 18° 38' 42", an arc length of 180.02 feet, and a chord, bearing S 37° 14' 44" W, for 178.14 feet; thence S 63° 04' 07" W, for 25.48 feet; thence S 28° 06' 51" E for 145.00 feet; thence N 11° 21' 12" E, for 45.00 feet; thence S 74° 31' 35" W, for 41.00 feet; thence N 15° 28' 32" W, for 7.39 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 213.90 feet, a central angle of 88° 18' 59", an arc length of 36.84 feet, and a chord, bearing N 59° 37' 54" W, for 33.30 feet; thence S 88° 41' 34" W, for 198.04 feet to a point of intersection with a curve concave to the East; thence northerly along the arc of said curve having a radius of 181.55 feet, a central angle of 87° 21' 24", an arc length of 213.26 feet, and a chord, bearing N 26° 56' 14" E, for 42.51 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve having a radius of 475.00 feet, a central angle of 3° 40' 32", an arc length of 20.47 feet, and a chord, bearing N 61° 13' 51" E, for 20.47 feet to the POINT OF BEGINNING; and containing 1.57 acres more or less.

**LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium**

**Phase 3 (Proposed)**

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 2691.57 feet, to a point on the boundary of THE HAZLETS OF FOREST LAKES, as recorded in Plat Book 86, Pages 69 through 113 of the Public Records of Pinellas County, Florida; thence along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses: N 82° 54' 02" E, for 204.21 feet; thence S 80° 55' 53" E, for 188.78 feet; thence S 57° 31' 34" E, for 211.00 feet, to a point of BEGINNING; thence continue along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses, northwesterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 15° 39' 14", an arc length of 132.40 feet, and a chord, bearing N 51° 24' 22" E, for 131.87 feet; thence N 47° 32' 31" E, for 164.32 feet, to a point of intersection with a curve concave to the West; thence northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 71° 28' 53", an arc length of 33.85 feet, and a chord, bearing N 04° 31' 54" E, for 31.21 feet, to a point of intersection with a curve concave to the Northwest, said point being on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Pages 28 through 35, of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES for the following 6 courses, northerly along the arc of said curve, having a radius of 207.50 feet, a central angle of 17° 55' 07", an arc length of 64.87 feet, and a chord, bearing S 40° 27' 05" E, for 64.88 feet; thence S 48° 34' 33" E, for 25.00 feet; thence S 47° 25' 11" W, southeasterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 18° 38' 42", an arc length of 180.02 feet, and a chord, bearing S 37° 14' 44" W, for 178.14 feet; thence S 63° 04' 07" W, for 25.48 feet; thence S 28° 06' 51" E for 145.00 feet; thence N 11° 21' 12" E, for 45.00 feet; thence S 74° 31' 35" W, for 41.00 feet; thence N 15° 28' 32" W, for 7.39 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 213.90 feet, a central angle of 88° 18' 59", an arc length of 36.84 feet, and a chord, bearing N 59° 37' 54" W, for 33.30 feet; thence S 88° 41' 34" W, for 198.04 feet to a point of intersection with a curve concave to the East; thence northerly along the arc of said curve having a radius of 181.55 feet, a central angle of 87° 21' 24", an arc length of 213.26 feet, and a chord, bearing N 26° 56' 14" E, for 42.51 feet to a point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve having a radius of 475.00 feet, a central angle of 3° 40' 32", an arc length of 20.47 feet, and a chord, bearing N 61° 13' 51" E, for 20.47 feet to the POINT OF BEGINNING; and containing 1.57 acres more or less.



# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH, OLDSMAR, PINELLAS COUNTY, A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH, PINELLAS COUNTY,

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 4 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 18 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 54" E, for 3481.57 feet to a point on the boundary of THE HAWLETT'S OF FOREST LAKES, as recorded in Plat Book 89, Pages 88 through 93 of the Public Records of Pinellas County, Florida; thence along said boundary of THE HAWLETT'S OF FOREST LAKES for the following 3 courses, N 89° 54' 03" E, for 180.38 feet; thence S 80° 53' 53" E, for 148.78 feet; thence S 31° 37' 56" E, for 311.89, to a point of intersection with a curve concave to the Northwest; thence, leaving said boundary of THE HAWLETT'S OF FOREST LAKES, southwesterly along the arc of said curve having a radius of 413.90 feet, a central angle of 3° 40' 21", an arc length of 30.47 feet, and a chord, bearing S 61° 13' 51" W, for 30.47 feet; thence S 83° 04' 07" W, for 43.51 feet; thence S 60° 41' 54" W, southerly along the arc of curvature of a curve concave to the Southwest; thence S 67° 17' 17" E, an arc length of 113.96 feet, and a chord, bearing S 35° 56' 14" W, for 181.78 feet; thence N 88° 41' 54" E, for 44.33 feet to the POINT OF BEGINNING; continue thence N 78° 47' 34" E, for 149.71 feet; thence S 17° 54' 52" E, for 271.87 feet; thence N 78° 47' 34" E, for 61.13 feet, to the point of curvature of a curve concave to the Northeast; thence northeasterly along the arc of said curve, having a radius of 186.81 feet, a central angle of 35° 00' 00", an arc length of 190.84 feet, and a chord, bearing N 43° 17' 54" W, for 183.70 feet; thence N 14° 28' 42" W, for 181.80 feet, to the POINT OF BEGINNING, and containing 8.76 acres, more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 5 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 18 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 54" E, for 2337.29 feet; thence N 88° 53' 40" E, for 746.01 feet; thence S 00° 05' 54" E, for 118.87 feet to the North line of a 100 foot Florida Power easement, as recorded in Deed Book 1288, Page 23 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 88° 53' 53" E, for 315.14 feet; thence N 25° 15' 44" E, for 182.14 feet to the POINT OF BEGINNING; thence N 55° 26' 52" W, for 178.34 feet; thence N 18° 33' 48" E, for 213.85 feet; thence S 76° 18' 18" E, for 104.54 feet; thence N 74° 54' 07" E, for 186.78 feet to a point on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Page 28 through 28 of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES, S 87° 37' 06" E, for 150.05 feet; thence leaving said boundary of THE VILLAS OF FOREST LAKES, S 14° 33' 50" W, for 217.46 feet; thence S 20° 06' 54" W, for 43.06 feet; thence N 68° 53' 02" W, for 128.53 feet to the POINT OF BEGINNING and containing 1.18 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 6 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 18 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14, S 00° 05' 54" E, for 2337.29 feet; thence N 88° 53' 40" E, for 746.01 feet; thence S 00° 05' 54" E, for 118.87 feet to the North line of a 100 foot Florida Power easement, as recorded in Deed Book 1288, Page 23 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 88° 53' 53" E, for 315.14 feet; thence N 25° 15' 44" E, for 182.14 feet to the POINT OF BEGINNING; thence N 55° 26' 52" W, for 178.34 feet; thence N 18° 33' 48" E, for 213.85 feet; thence S 76° 18' 18" E, for 104.54 feet; thence N 74° 54' 07" E, for 186.78 feet to a point on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Page 28 through 28 of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES, S 87° 37' 06" E, for 150.05 feet; thence leaving said boundary of THE VILLAS OF FOREST LAKES, S 14° 33' 50" W, for 217.46 feet; thence S 20° 06' 54" W, for 43.06 feet; thence N 68° 53' 02" W, for 128.53 feet to the POINT OF BEGINNING and containing 1.18 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 7 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 18 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14, S 00° 05' 54" E, for 2337.29 feet; thence N 88° 53' 40" E, for 746.01 feet; thence S 00° 05' 54" E, for 118.87 feet to the North line of a 100 foot Florida Power easement, as recorded in Deed Book 1288, Page 23 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 88° 53' 53" E, for 315.14 feet; thence N 25° 15' 44" E, for 182.14 feet to the POINT OF BEGINNING; thence N 55° 26' 52" W, for 178.34 feet; thence N 18° 33' 48" E, for 213.85 feet; thence S 76° 18' 18" E, for 104.54 feet; thence N 74° 54' 07" E, for 186.78 feet to a point on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Page 28 through 28 of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES, S 87° 37' 06" E, for 150.05 feet; thence leaving said boundary of THE VILLAS OF FOREST LAKES, S 14° 33' 50" W, for 217.46 feet; thence S 20° 06' 54" W, for 43.06 feet; thence N 68° 53' 02" W, for 128.53 feet to the POINT OF BEGINNING and containing 1.18 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 8 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 18 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14, S 00° 05' 54" E, for 2337.29 feet; thence N 88° 53' 40" E, for 746.01 feet; thence S 00° 05' 54" E, for 118.87 feet to the North line of a 100 foot Florida Power easement, as recorded in Deed Book 1288, Page 23 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 88° 53' 53" E, for 315.14 feet; thence N 25° 15' 44" E, for 182.14 feet to the POINT OF BEGINNING; thence N 55° 26' 52" W, for 178.34 feet; thence N 18° 33' 48" E, for 213.85 feet; thence S 76° 18' 18" E, for 104.54 feet; thence N 74° 54' 07" E, for 186.78 feet to a point on the boundary of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Page 28 through 28 of the Public Records of Pinellas County, Florida; thence along said boundary of THE VILLAS OF FOREST LAKES, S 87° 37' 06" E, for 150.05 feet; thence leaving said boundary of THE VILLAS OF FOREST LAKES, S 14° 33' 50" W, for 217.46 feet; thence S 20° 06' 54" W, for 43.06 feet; thence N 68° 53' 02" W, for 128.53 feet to the POINT OF BEGINNING and containing 1.18 acres more or less.

# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH, OLDSMAR, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 9 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 3357.29 feet; thence N 88° 53' 08" E, for 280.01 feet; thence S 00° 05' 58" E, for 118.87 feet to the North line of a 100 foot Florida Power Eastern easement recorded in deed book 1286, Pages 25 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 68° 55' 53" E, for 308.00 feet to the POINT OF BEGINNING; thence N 19° 12' 04" E, for 129.50 feet; thence S 10° 47' 56" E, for 70.36 feet; thence N 19° 33' 49" E, for 10.00 feet; thence S 55° 28' 28" E, for 179.34 feet; thence S 35° 15' 54" W, for 1031.6 feet to the North line of said 100 foot Florida Power Eastern easement; thence along said North line N 68° 55' 53" W, for 2151.4 feet to the POINT OF BEGINNING; and containing 0.58 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 10 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 3357.29 feet; thence N 88° 53' 08" E, for 280.01 feet; thence S 00° 05' 58" E, for 118.87 feet to the North line of a 100 foot Florida Power Eastern easement recorded in deed book 1286, Pages 25 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 68° 55' 53" E, for 77.78 feet to the POINT OF BEGINNING; thence N 21° 04' 07" E, for 1061.0 feet; thence N 54° 21' 19" E, for 76.59 feet to a point of intersection with a curve concave to the North; thence southeasterly along the arc of said curve having a radius of 482.81 feet, a central angle of 35° 09' 19", an arc length of 149.08 feet and a chord, bearing S 53° 12' 21" E, for 146.71 feet; thence S 70° 47' 56" E, for 34.75 feet; thence S 19° 12' 04" E, for 178.60 feet to the North line of said 100 foot Florida Power Eastern easement; thence along said North line N 68° 55' 53" W, for 222.22 feet to the POINT OF BEGINNING; and containing 0.70 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 11 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 3357.29 feet; thence N 88° 53' 08" E, for 280.01 feet to the POINT OF BEGINNING; thence N 00° 05' 58" W, for 30.00 feet; thence N 68° 53' 49" E, for 142.81 feet; thence S 15° 47' 56" E, for 23.68 feet to the point of curvature of a curve concave to the Northwest; thence southeasterly along the arc of said curve having a radius of 482.81 feet, a central angle of 18° 50' 59", an arc length of 84.16 feet, and a chord, bearing S 25° 43' 21" E, for 82.72 feet; thence S 54° 21' 19" W, for 16.58 feet; thence S 21° 04' 07" W, for 104.10 feet to the North line of a 100 foot Florida Power Eastern easement recorded in deed book 1286, Pages 25 through 27 of the Public Records of Pinellas County, Florida; thence along said North line N 68° 55' 53" W, for 77.78 feet; thence N 00° 05' 58" W, for 119.87 feet to the POINT OF BEGINNING; and containing 0.57 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 12 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 3357.29 feet; thence N 88° 53' 08" E, for 280.01 feet; thence S 00° 05' 58" E, for 118.87 feet to the North line of a 100 foot Florida Power Eastern easement recorded in deed book 1286, Pages 25 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 68° 55' 53" E, for 308.00 feet to the POINT OF BEGINNING; thence N 19° 12' 04" E, for 129.50 feet; thence S 10° 47' 56" E, for 70.36 feet; thence N 19° 33' 49" E, for 10.00 feet; thence S 55° 28' 28" E, for 179.34 feet; thence S 35° 15' 54" W, for 1031.6 feet to the North line of said 100 foot Florida Power Eastern easement; thence along said North line N 68° 55' 53" W, for 2151.4 feet to the POINT OF BEGINNING; and containing 0.58 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium  
Phase 13 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 3357.29 feet; thence N 88° 53' 08" E, for 280.01 feet; thence S 00° 05' 58" E, for 118.87 feet to the North line of a 100 foot Florida Power Eastern easement recorded in deed book 1286, Pages 25 through 27 of the Public Records of Pinellas County, Florida; thence along said North line S 68° 55' 53" E, for 77.78 feet to the POINT OF BEGINNING; thence N 21° 04' 07" E, for 1061.0 feet; thence N 54° 21' 19" E, for 76.59 feet to a point of intersection with a curve concave to the North; thence southeasterly along the arc of said curve having a radius of 482.81 feet, a central angle of 35° 09' 19", an arc length of 149.08 feet and a chord, bearing S 53° 12' 21" E, for 146.71 feet; thence S 70° 47' 56" E, for 34.75 feet; thence S 19° 12' 04" E, for 178.60 feet to the North line of said 100 foot Florida Power Eastern easement; thence along said North line N 68° 55' 53" W, for 222.22 feet to the POINT OF BEGINNING; and containing 0.70 acres more or less.



# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 OLDSMAR, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium

Phase 20 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 1153.10 feet to the POINT OF BEGINNING; thence N 89° 54' 04" E, for 71.86 feet; thence S 41° 18' 28" E, for 36.00 feet; thence N 48° 41' 34" E, for 19.00 feet; thence S 41° 18' 28" E, for 12.00 feet; thence N 48° 41' 34" E, for 43.00 feet; thence S 41° 18' 28" E, for 42.00 feet; thence N 48° 41' 34" E, for 27.00 feet; thence S 41° 18' 28" E, for 19.00 feet; thence S 48° 41' 34" W, for 70.00 feet; thence S 41° 18' 28" E, for 23.00 feet; thence S 01° 06' 20" E, for 74.35 feet; thence S 88° 53' 40" W, for 174.48 feet to the West line of said Section 14; thence along said West line N 00° 05' 58" W, for 164.19 feet to the POINT OF BEGINNING and containing 0.63 acres more or less.

LEGAL DESCRIPTION: The Gardens of Forest Lakes,

Phase 21 (Proposed)

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 58" E, for 1153.10 feet; thence N 88° 53' 40" E, for 260.01 feet; thence N 00° 05' 58" W, for 20.00 feet; thence N 64° 23' 47" E, for 132.84 feet to the POINT OF BEGINNING; thence N 16° 18' 05" W, for 88.64 feet; thence N 88° 41' 34" E, for 48.13 feet; thence S 14° 26' 42" E, for 101.50 feet to the point of intersection with a curve concave to the Northeast; thence southerly along the arc of said curve, having a radius of 198.31 feet, a central angle of 55° 00' 00", an arc length of 190.94 feet, and a chord, bearing S 43° 17' 56" E, for 181.70 feet; thence S 70° 47' 56" E, for 57.13 feet; thence S 70° 18' 28" E, for 38.45 feet; thence S 19° 33' 49" W, for 43.85 feet; thence N 70° 47' 56" W, for 105.31 feet to the point of curvature of a curve concave to the Northeast; thence westerly along the arc of said curve having a radius of 242.91 feet, a central angle of 55° 00' 00", an arc length of 233.18 feet and a chord, bearing N 43° 17' 56" W, for 234.33 feet; thence N 15° 47' 56" W, for 23.68 feet to the POINT OF BEGINNING and containing 0.43 acres more or less.



DEC 20 4 07 PM '85

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
THE GARDENS OF FOREST LAKES, A CONDOMINIUM

R. Carlton Ward (tc)

Ryan Homes, Inc., hereinafter "Developer" or "undersigned," pursuant to the authority granted it in Article XXIV of the Declaration of Condominium of The Gardens of Forest Lakes, A Condominium, and pursuant to Section 718.403, Florida Statutes, hereby amends the Declaration of Condominium of The Gardens of Forest Lakes, A Condominium, as recorded in O.R. Book 6084, beginning at Page 683, of the Public Records of Pinellas County, Florida (the "Declaration"), as follows:

1. The Developer hereby submits in fee simple to the terms of the Declaration and the condominium form of ownership the land described on Sheet 24 of Exhibit 1 attached hereto as Phase 2, being the same land as described as Phase 2 in Exhibit A to the Declaration, together with all improvements constructed thereon.

2. A survey of the improvements on the property submitted herewith which complies with Section 718.104(e), Florida Statutes, is attached hereto as Exhibit 1. Construction of the improvements comprising Phase 2 (Building 2) and the units therein is substantially complete as is shown on Exhibit 1 attached hereto.

3. In order to fulfill any question regarding the law of conveyancing, and to accomplish the objectives of the Declaration in order to vest in the record owners of units situate on land previously submitted to the Declaration a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith, the Developer does hereby grant, release and quit claim to the record owners of each of the

HOLD FOR:  
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN  
AT BOOK 87 Pages 41 thru 48 incl.  
plat pertaining hereto recorded in Condominium  
9, Pages 17 thru 19 incl.

The Gardens of Forest Lakes, A Condominium, to the adjusted fractional ownership in accordance with Article VII.

This Amendment is made and entered into and submitted this 19th day of December, 1985, by Ryan Homes, Inc., as Developer.

Witnesses:

*Janice E. Harasin*  
*Rene K. ...*

RYAN HOMES, INC.

By *[Signature]*  
John Garrity, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared JOHN GARRITY, as President of RYAN HOMES, INC., to me known to be the person described in and who executed the foregoing First Amendment to Declaration of Condominium and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 19 day of December, A.D. 1985.

*Janice E. Harasin*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Jan. 15, 1988  
Bonded thru Troy Fair Insurance, Inc.

# THE GARDENS OF FOREST A CONDOMINIUM A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH, PINELLAS COUNTY, FLORIDA, OLD SMAR,

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence along the West line of said Section 14, S 00° 05' 59" E, for 2601.57 feet, to the POINT OF BEGINNING, said point also being on the boundary of the plat of THE HAMLETS OF FOREST LAKES, as recorded in Plat Book 88, Pages 30 through 33 of the Public Records of Pinellas County, Florida; thence along the boundary of said plat, for the following 6 courses, N 89° 34' 03" E, for 204.28 feet; thence S 80° 55' 55" E, for 188.78 feet; thence S 52° 37' 52" E, for 311.00 feet; to a point of intersection with a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a central angle of 475.00 feet, a central angle of 15° 58' 14", an arc length of 131.40 feet, and a chord, bearing N 51° 24' 29" E, for 131.07 feet; thence N 43° 25' 21" E, for 168.32 feet, to a point of curvature of a curve concave to the West; thence northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 77° 24' 53", an arc length of 31.85 feet, and a chord, bearing N 02° 37' 54" E, for 31.12 feet, to a point of intersection with a curve concave to the Northwest; said point being a point on the boundary of the plat of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Pages 36 through 39, of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following 7 courses, easterly along the arc of said curve, having a radius of 207.50 feet, a central angle of 1° 15' 07", an arc length of 44.87 feet, and a chord, bearing S 40° 22' 06" E, for 44.89 feet; thence S 49° 54' 39" E, for 25.00 feet; thence S 43° 25' 21" W, for 187.88 feet, to a point of curvature of a curve concave to the Northwest; thence southeasterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 19° 38' 46", an arc length of 180.01 feet, and a chord, bearing S 53° 14' 44" W, for 179.14 feet; thence S 63° 04' 07" W, for 25.46 feet; thence S 31° 06' 51" W, for 398.78 feet; thence S 67° 27' 06" E, for 437.42 feet, to a point on the westerly right-of-way line of FOREST LAKES BOULEVARD; thence along said westerly right-of-way line, S 22° 32' 54" W, for 365.14 feet, to the northerly line of a 100 foot Florida Power Easement, as recorded in Deed Book 1286, Pages 25 through 27, of the Public Records of Pinellas County, Florida; thence along said northerly line, N 68° 55' 53" W, for 501.37 feet; thence N 00° 05' 58" W, for 119.87 feet; thence S 88° 53' 40" W, for 260.01 feet, to a point on the West line of said Section 14; thence N 00° 05' 58" W, for 655.77 feet, to the POINT OF BEGINNING, and containing 16.171 acres, more or less.



**SURVEYOR'S CERTIFICATE**

I hereby certify that on this 18<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_, the above described herein as Phase(s) \_\_\_\_\_ and angles are correct. I further certify that the improvements are substantially correct and that the provisions of the Declaration describing the location and dimensions of the easement, location and dimensions of the easement, location and dimensions of the easement can be determined from these materials.



**Post, Buckley, Schuh & Jernigan, Inc.**  
Consulting Engineers and Planners  
6408 CYPRESS CENTER DR., TAMPA, FLORIDA 33608

10-114442

APR 17 4 27 PM '00

SECOND AMENDMENT TO

DECLARATION OF CONDOMINIUM OF

THE GARDENS OF FOREST LAKES, A CONDOMINIUM

Ryan Homes, Inc., hereinafter "Developer" or "undersigned," pursuant to the authority granted it in Article XXIV of the Declaration of Condominium of The Gardens of Forest Lakes, A Condominium, and pursuant to Section 718.403, Florida Statutes, hereby amends the Declaration of Condominium of The Gardens of Forest Lakes, A Condominium, as recorded in O.R. Book 6084, beginning at Page 683, and the original Condominium Plat pertaining thereto as filed in Condominium Plat Book 87, Pages 41 through 48, inclusive, all of the Public Records of Pinellas County, Florida (the "Declaration"), as follows:

1. The Developer hereby submits in fee simple to the terms of the Declaration and the condominium form of ownership the land described on Sheet 2 of Exhibit 1 attached hereto as Phase 3, being the same land as described as Phase 3 in Exhibit A to the Declaration, together with all improvements constructed thereon.

2. A survey of the improvements on the property submitted herewith which complies with Section 718.104(e), Florida Statutes, is attached hereto as Exhibit 1. Construction of the improvements comprising Phase 3 (Building 3) and the units therein is substantially complete as is shown on Exhibit 1 attached hereto.

3. In order to fulfill any question regarding the law of conveyancing, and to accomplish the objectives of the Declaration in order to vest in the record owners of units situate on land previously submitted to the Declaration a share in the ownership of the common elements of the land and improvements being submitted

This instrument prepared by: R. Carlton Ward (tc)

RICHARDS, NODINE, GILKEY, FINE,  
MEYER & THOMPSON, P. A.  
1253 Park Street  
Clearwater, Florida 33516

HOLD FOR:

PLAT PERTAINING HERETO  
CONDOMINIUM PLAT BOOK  
Pages 16, 17, 18  
OMINIUM PLAT PERTAINING HERETO  
IN CONDOMINIUM PLAT BOOK 87, PAGES 41-48.

Chg 21.00  
Plat 45.00

Tot: 66.00/3

Rec  
Plat



4. This Amendment shall effectuate the automatic conversion of ownership of the common elements and in the common surplus in The Gardens of Forest Lakes, A Condominium, to the adjusted fractional ownership in accordance with Article VII.

This Amendment is made and entered into and submitted this 11<sup>th</sup> day of April, 1986, by Ryan Homes, Inc., as Developer.

Witnesses:

Gina E. Marasin  
Angela A. Sudo

RYAN HOMES, INC.

By [Signature]  
John Garrity, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared JOHN GARRITY, as President of RYAN HOMES, INC., to me known to be the person described in and who executed the foregoing First Amendment to Declaration of Condominium and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 11<sup>th</sup> day of April, A.D. 1986.

Gina E. Marasin  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Jan. 15, 1988  
bonded thru my insurance, Inc.

# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH OLDSMAR, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14, thence along the West line of said Section 14, S 00° 05'58"E, for 2681.52 feet, to the POINT OF BEGINNING, said point also being on the boundary of the plat of THE HAWLEYS OF FOREST LAKES, as recorded in Plat Book 85, Pages 80 through 83 of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following 6 courses, N 89°54'09"E, for 204.28 feet; thence S 80°55'55"E, for 185.78 feet; thence S 52°31'38"E, for 311.00 feet, to a point of intersection with a curve concave to the Northwest, thence northwesterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 15°58'14", an arc length of 132.40 feet, and a chord, bearing N 51°24'28"E, for 131.97 feet; thence N 43°25'21"E, for 168.32 feet, to a point of curvature of a curve concave to the West, thence northerly along the arc of said curve, having a radius of 25.00 feet, a central angle of 77°34'53", an arc length of 33.85 feet, and a chord, bearing N 04°37'54"E, for 31.32 feet, to a point of intersection with a curve concave to the Northwest, said point being a point on the boundary of the plat of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Pages 36 through 39, of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following 7 courses, easterly along the arc of said curve, having a radius of 207.50 feet, a central angle of 12°45'07", an arc length of 44.97 feet, and a chord, bearing S 40°22'05"E, for 44.89 feet; thence S 48°34'39"E, for 25.00 feet; thence S 43°25'21"W, for 187.88 feet, to a point of curvature of a curve concave to the Northwest, thence southeasterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 19°39'46", an arc length of 180.02 feet, and a chord, bearing S 53°14'44"W, for 179.14 feet; thence S 63°04'07"W, for 25.48 feet; thence S 38°06'51"E, for 398.78 feet; thence S 67°31'09"E, for 431.42 feet, to a point on the westerly right-of-way line of FOREST LAKES BOULEVARD, thence along said westerly right-of-way line, S 2°32'54"W, for 385.14 feet, to the northerly line of a 100 foot Florida Power Easement, as recorded in Lined Book 1266, Pages 23 through 27, of the Public Records of Pinellas County, Florida; thence along said northerly line, S 88°55'52"W, for 801.37 feet; thence N 00°05'58"W, for 119.87 feet; thence S 88°55'52"W, for 260.01 feet, to a point on the West line of said Section 14; thence N 00°05'58"W, for 685.77 feet, to the POINT OF BEGINNING, and containing 161.71 acres, more or less.



SURVEYORS

The undersigned, being a surveyor authorized to practice in the State of Florida, hereby certifies that the foregoing is a true and correct copy of the original plat as recorded in the Public Records of Pinellas County, Florida, and that the same conforms to the provisions of the Declaration of Condominium in the plat of THE GARDENS OF FOREST LAKES, A CONDOMINIUM, as recorded in the Public Records of Pinellas County, Florida, and that the same conforms to the provisions of the Declaration of Condominium in the plat of THE GARDENS OF FOREST LAKES, A CONDOMINIUM, as recorded in the Public Records of Pinellas County, Florida. The undersigned further certifies that all materials, including but not limited to, landscaping, utility services and element facilities serving said building have been submitted to the appropriate authorities for their review and approval.

Dated: 4-11-86

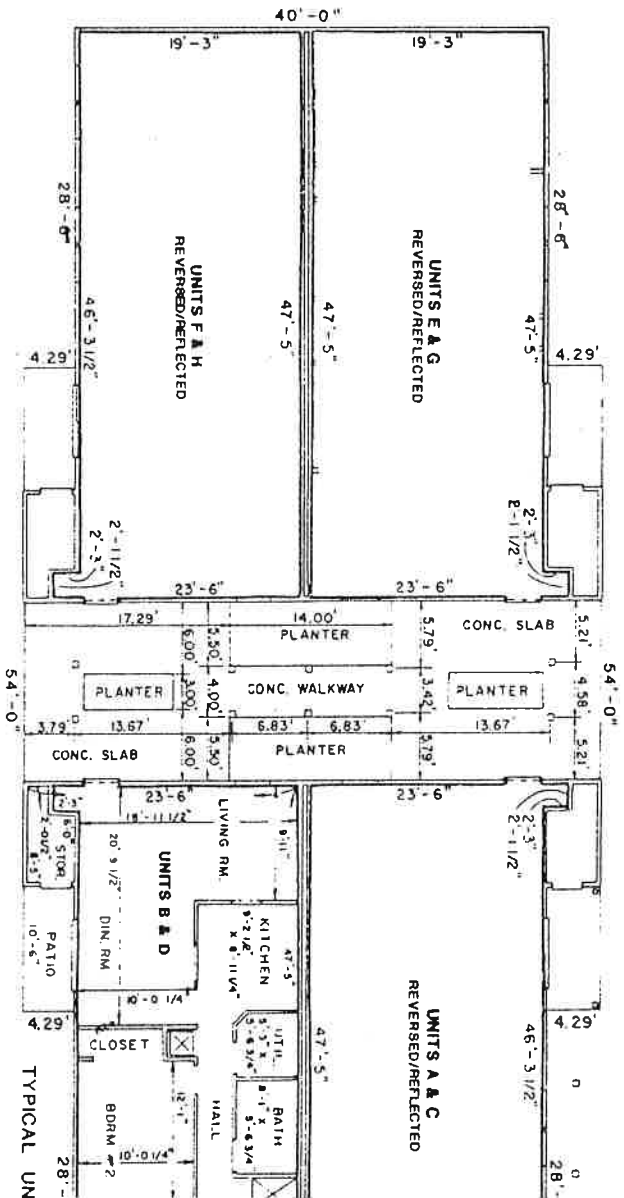
Post, Buckley, Schuh & Jernigan, Inc.  
4408 CYPRUS CENTER DR., TAUNTA, FLORIDA 33608

10-114-40



# THE GARDENS OF FOREST A CONDOMINIUM

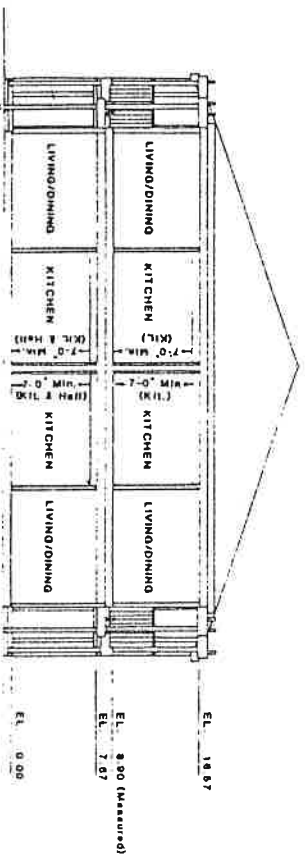
A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH  
OLDSMAR, PINELLAS COUNTY,



**Elevation Note:**  
The existing finished floor elevation of Building 3 = 13.20.  
EL. 0.00 = 13.20 NGVD.

**BUILDING PLAN  
PHASE 3  
SCALE: 1/8" = 1'**

- NOTES:**
- The dimensions and limits boundary walls and are typical and data prepared by Ryan Schuch & Jernigan, Inc., in compliance with these plan practices.
  - Typical units as shown in plot plans.
  - The unit is indicated by a Unit #, I, II and III are shown.
  - Each unit's percentage of shall be found in the Declaration Condominium.
  - Common elements are the condominium ownership in units.
  - Elevations as shown hereon are expressed in feet.
  - Improvements as shown hereon are shown hereon.
  - The improvements shown hereon until the date of execution hereon and storage of units.



**BUILDING CROSS SECTION  
NTS**

**Post Buckley Schuh & Jernigan, Inc.**  
CONSULTING ENGINEERS AND ARCHITECTS  
4403 CYPRESS CENTER DR., TAMPA, FLORIDA 33608

10-114-40

Rec \$ - 21 00  
Plats 45 00  
# 60 00

Book 87  
Aug 1 3 1988

01 Cash 11 Chg  
40 Rec 21.00  
41 DS  
43 Int  
Tot 21.00

THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
THE GARDENS OF FOREST LAKES, A CONDOMINIUM

Ryan Homes, Inc., hereinafter "Developer" or "undersigned," pursuant to the authority granted it in Article XXIV of the Declaration of Condominium of The Gardens of Forest Lakes, A Condominium, and pursuant to Section 718.403, Florida Statutes, hereby amends the Declaration of Condominium of The Gardens of Forest Lakes, A Condominium, as recorded in O.R. Book 6084, beginning at Page 683, and the original Condominium Plat pertaining thereto as filed in Condominium Plat Book 87, Pages 41 through 48, inclusive, all of the Public Records of Pinellas County, Florida (the "Declaration"), as follows:

1. The Developer hereby submits in fee simple to the terms of the Declaration and the condominium form of ownership the land described on Sheet 2 of Exhibit 1 attached hereto as Phase 4, being the same land as described as Phase 4 in Exhibit A to the Declaration, together with all improvements constructed thereon.

2. A survey of the improvements on the property submitted herewith which complies with Section 718.104(e), Florida Statutes, is attached hereto as Exhibit 1. Construction of the improvements comprising Phase 4 (Building 4) and the units therein is substantially complete as is shown on Exhibit 1 attached hereto.

3. In order to fulfill any question regarding the law of conveyancing, and to accomplish the objectives of the Declaration in order to vest in the record owners of units situate on land previously submitted to the Declaration a share in the ownership of the common elements of the land and improvements being submitted

HOLD FOR: This instrument prepared by: R. Carlton Ward (tc)  
RICHARDS, HODDGE, GILKEY, FITE,  
MILNER & THOMPSON, P. A.  
1253 Park Street  
Clearwater, Florida 34616

ORIGINAL CONDOMINIUM RECORDING IN CONDOMINIUM PLAT BOOK 87 PAGES 41-48

PLAT PERTAINING  
CORDED IN CONDOMINIUM  
92, PAGES 34-36

4. This Amendment shall effectuate the automatic conversion of ownership of the common elements and in the common surplus in The Gardens of Forest Lakes, A Condominium, to the adjusted fractional ownership in accordance with Article VII.

This Amendment is made and entered into and submitted this 25th day of July, 1986, by Ryan Homes, Inc., as Developer.

Witnesses:

Helma J. Conner  
Karen L. Mittelbrun

RYAN HOMES INC.  
BY [Signature]  
John Garrity, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared JOHN GARRITY, as President of RYAN HOMES, INC., to me known to be the person described in and who executed the foregoing First Amendment to Declaration of Condominium and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 25 day of July, A.D. 1986.

Helma J. Conner  
Notary Public  
My Commission Expires:

Notary Seal  
B. ... 1986  
Notary Public

# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH, OLD SMAR, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION: The Gardens of Forest Lakes, A Condominium

A tract of land lying in Section 14, Township 28 South, Range 16 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14, thence along the West line of said Section 14, 8.00' 06.53"E, for 2681.55 feet, to the POINT OF BEGINNING, said point also being on the boundary of the plat of THE HAWKETS OF FOREST LAKES, as recorded in Plat Book 84, Page 88 through 83 of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following 6 courses, N 87° 54' 03"E, for 104.28 feet; thence S 87° 55' 55"E, for 188.78 feet; thence S 57° 37' 42"E, for 111.00 feet, to a point of intersection with a curve concave to the Northwest, thence southeasterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 15° 38' 14", an arc length of 132.40 feet, and a chord, bearing N 51° 24' 22"E, for 131.87 feet; thence N 43° 25' 21"E, for 144.32 feet, to a point of intersection of a curve concave to the West; thence northerly along the arc of said curve, having a radius of 33.00 feet, a central angle of 77° 34' 53", an arc length of 11.85 feet, and a chord, bearing N 64° 37' 39"E, for 31.12 feet, to a point of intersection with a curve concave to the Northwest, said point being a point on the boundary of the plat of THE VILLAS OF FOREST LAKES, as recorded in Plat Book 84, Page 38 through 39, of the Public Records of Pinellas County, Florida; thence along the boundary of said plat for the following 7 courses, southerly along the arc of said curve, having a radius of 207.50 feet, a central angle of 12° 19' 47", an arc length of 44.87 feet, and a chord, bearing S 40° 27' 09"E, for 44.85 feet; thence S 48° 34' 22"E, for 35.00 feet; thence S 42° 23' 13"W, for 187.88 feet, to a point of curvature of a curve concave to the Northwest, thence southeasterly along the arc of said curve, having a radius of 535.00 feet, a central angle of 19° 27' 49", an arc length of 188.02 feet, and a chord, bearing S 53° 14' 44"W, for 178.14 feet; thence S 63° 04' 07"W, for 35.48 feet; thence S 32° 08' 31"E, for 298.78 feet; thence S 67° 27' 06"E, for 47.43 feet, to a point on the water / right-of-way line of FOREST LAKES BOULEVARD, thence along said southerly right-of-way line, S 27° 25' 47"W, for 345.14 feet, to the southerly line of a 100 foot Florida Power easement, as recorded in Deed Book 1284, Page 25 through 27, of the Public Records of Pinellas County, Florida; thence along said southerly line, N 68° 25' 42"W, for 801.27 feet; thence N 00° 35' 53"W, for 118.87 feet; thence S 82° 32' 49"W, for 288.01 feet, to a point on the West line of said Section 14, thence N 00° 05' 24"W, for 644.77 feet, to the POINT OF BEGINNING, and containing 16,171 acres, more or less.



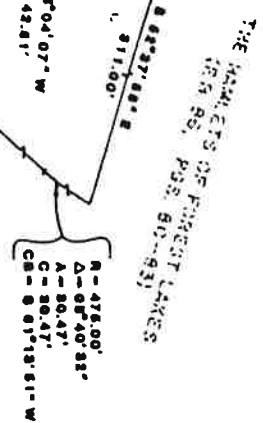
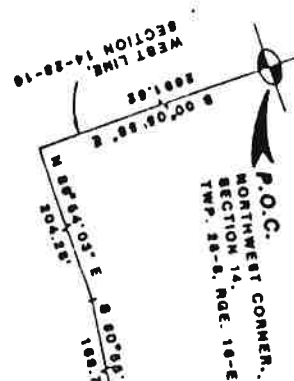
SURVEY

The undersigned, being a surveyor duly licensed under the laws of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original plat of THE GARDENS OF FOREST LAKES, as recorded in Plat Book 84, Page 88 through 83 of the Public Records of Pinellas County, Florida, and that all planned improvements, including but not limited to, roads, utility easements, and other improvements, shown on the plat are in accordance with the approved plat and that all planned improvements, including but not limited to, roads, utility easements, and other improvements, shown on the plat are in accordance with the approved plat and that all planned improvements, including but not limited to, roads, utility easements, and other improvements, shown on the plat are in accordance with the approved plat.

Dated: 2/1/86

Post, Buckley, Schuh & Jernigan, Inc.  
5400 CYPRUSS CREEK DR., TAMPA, FLORIDA 33608

# THE GARDENS OF FOREST A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH OLDSMAR, PINELLAS COUNTY,



**LEGAL DESCRIPTION:** The Gardens of Forest Lakes, A Condominium  
Phase 4

A tract of land lying in Section 14, Township 28 South, Range 18 East, Oldsmar, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 14 thence along the West line of said Section 14, S 00°05'58" E, for 1881.35 feet to a point on the boundary of THE HAZLETS OF FOREST LAKES, as recorded in Plat Book 14, Page 88 through 83 of the Public Records of Pinellas County, Florida thence along said boundary of THE HAZLETS OF FOREST LAKES for the following 3 courses, N 89°54'03" E, for 304.28 feet; thence S 80°55'55" E, for 188.78 feet; thence S 57°37'24" E, for 311.00, to a point of intersection with a curve concave to the Northwest thence, leaving said boundary of THE HAZLETS OF FOREST LAKES, southerly along the arc of said curve having a radius of 413.00 feet, a central angle of 3°40'31", an arc length of 30.47 feet, and a chord, bearing S 81°13'51" W, for 36.47 feet; thence S 81°04'07" W, for 42.81 feet; thence S 80°41'52" W, for 189.11 feet to a point of curvature of a curve concave to the Southeast thence southerly along the arc of said curve having a radius of 181.55 feet, a central angle of 67°31'24", an arc length of 213.96 feet, and a chord, bearing S 18°56'14" W, for 101.78 feet thence N 82°41'34" E, for 48.33 feet to the POINT OF BEGINNING; thence thence N 82°41'34" E, for 148.31 feet; thence S 11°28'52" E, for 371.07 feet; thence N 70°47'38" W, for 87.13 feet, to the point of curvature of a curve concave to the Northwest thence northerly along the arc of said curve, having a radius of 196.81 feet, a central angle of 55°00'00", an arc length of 190.84 feet, and a chord, bearing N 43°17'54" W, for 183.70 feet; thence N 14°28'42" W, for 101.80 feet, to the POINT OF BEGINNING, and containing 0.78 acres, more or less.



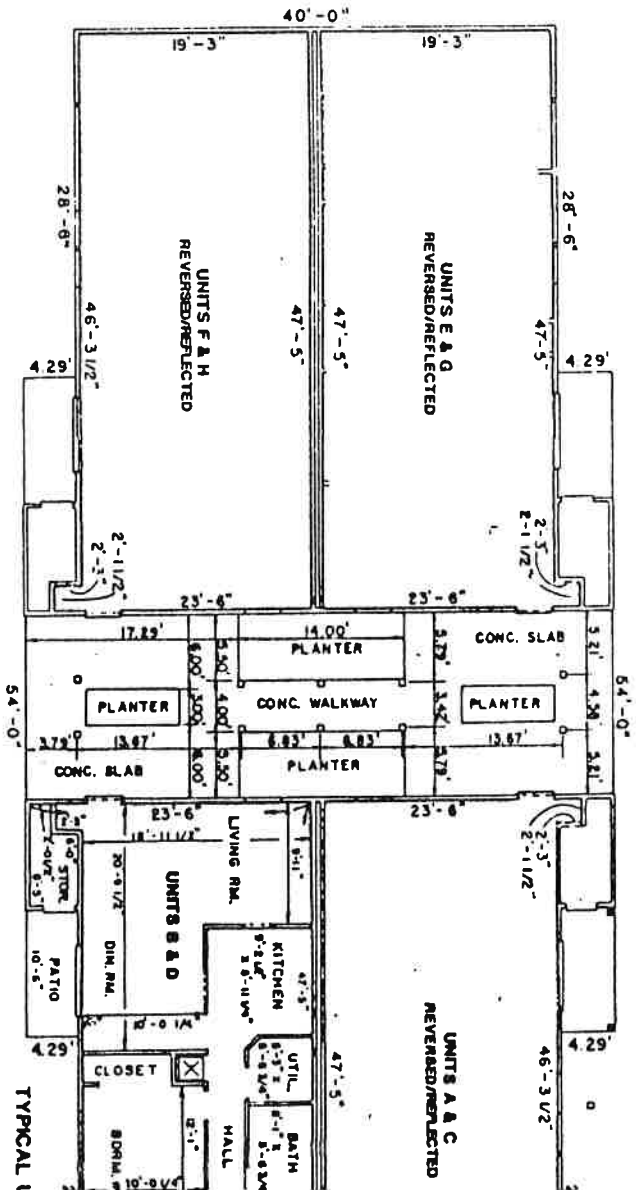
**Post, Buckley, Schuh & Jernigan, Inc.**  
CONSULTING ENGINEERS AND ARCHITECTS  
5400 GYRESS CENTER DR., TAMPA, FLORIDA 33606

R - 188.91'  
Δ - 88.00 00°  
A - 190.94'  
C - 183.70'  
CB - N 43°17'56" W



# THE GARDENS OF FOREST A CONDOMINIUM

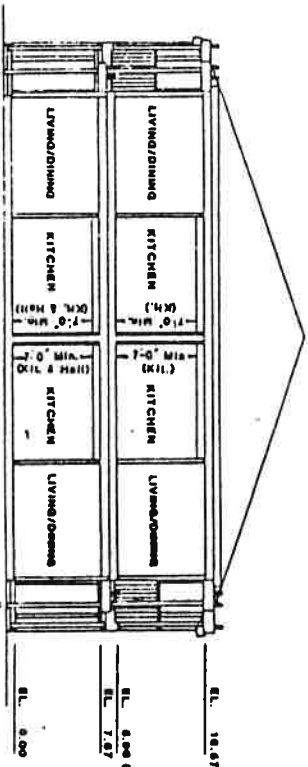
A CONDOMINIUM LYING IN SECTION 14, TOWNSHIP 28 SOUTH  
OLDSMAR, PINELLAS COUNTY, FLORIDA



Elevation Note:  
The finished floor elevation of Building 4 = 13.63  
EL. 0.00 = 13.63 MGD.

**BUILDING PLAN  
PHASE 4**  
SCALE: 1/8" = 1'

- NOTES:
1. The dimensions and line boundary walls and are not to be construed as a warranty of any kind by the architect, engineer, or contractor. The contractor shall be responsible for compliance with these provisions.
  2. Typical units as shown on plot plans.
  3. The unit is indicated by Units C, D, G and H are shown.
  4. Each unit's percentage shall be found in the Declaration.
  5. Common elements are condominium elements.
  6. Elevations as shown are as expressed in feet.
  7. Bearings as shown here are as shown here.
  8. The improvements shown until the date of execution.
  9. Balconies and storage units.



**BUILDING CROSS SECTION**

**PBS** Post, Buckley, Schuh & Jernigan, Inc.  
CONSULTING ENGINEERS AND PLANNERS  
8400 CYPRESS CENTER DR., TAMPA, FLORIDA 33606

88243944

OR 6846 PG 1736

MARLEEN F. DE BLAKE  
CLERK OF CIRCUIT COURT  
PINELLAS COUNTY, FL.

**CERTIFICATE OF AMENDMENT**

88 OCT -3 PM 5: 13

TO

**DECLARATION OF CONDOMINIUM**

OF

**THE GARDENS OF FOREST LAKES, A CONDOMINIUM**

11 RECORDING  
CBG 399  
REC 10.50  
FEES \_\_\_\_\_  
STP \_\_\_\_\_  
FIG \_\_\_\_\_  
P/C \_\_\_\_\_  
TOTAL 10.50

NOTICE IS HEREBY GIVEN that a duly called meeting of the members on July 11, 1988, by two-thirds (2/3) of the homeowners after the unanimous adoption of a Resolution proposing said amendment by the Board of Directors, the Declaration of Condominium for **THE GARDENS OF FOREST LAKE, A CONDOMINIUM**, was originally recorded in O.R. Book 6084, page 683, et seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

1. The Declaration of Condominium of **THE GARDENS OF FOREST LAKE, A CONDOMINIUM**, is amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium".

IN WITNESS WHEREOF, **THE GARDENS OF FOREST LAKE, A CONDOMINIUM**, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11th day of July, 1988.

**THE GARDENS OF FOREST LAKE  
CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]  
President

ATTEST:

[Signature]

(CORPORATE SEAL)

THIS INSTRUMENT PREPARED BY & RETURNED TO  
R. THOMAS PETERS  
2. THOMAS PETERS, P.A.  
ONE ONE CLEMENS, FL 34608-0001

RETURNING HERETO  
DK 87

16:37  
1988  
00000334  
THE GARDENS OF FOREST LAKE  
CONDOMINIUM ASSOCIATION, INC.  
CLERK OF CIRCUIT COURT  
PINELLAS COUNTY, FLORIDA



SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF

THE GARDENS OF FOREST LAKE, A CONDOMINIUM

Article XII Assessments - Section 1.

Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due as determined by the Board of Directors of the Association. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. Any assessment not paid within ten (10) days after the date when due, shall be subject to a late charge in the amount of ten (\$10.00) Dollars. The association is hereby authorized to levy these late charges or fines. All payments on account shall first be applied to interest and then to the assessment payment due. All assessments, including reasonable attorneys' fees, interest and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount due and date due. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any

82149331

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOREST LAKES

(As Amended And Restated) 14 14469389 72 1. 0100  
40 209.00  
0 209.00

This instrument amends, consolidates and restates in its entirety the Declaration of Covenants, Conditions and Restrictions for FOREST LAKES.

W I T N E S S E T H:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for FOREST LAKES was recorded in Official Records Book 5267, at Page 1972, of the Public Records of Pinellas County, Florida; and

WHEREAS, it is in the best interest of the Developer, Lot and Unit Owners, mortgagees, and all their respective heirs, successors and assigns, to amend the Declaration of Covenants, Conditions and Restrictions to comply with the requirements of the Office of the Veterans Administration with respect to the classes of membership in the Association, the relinquishment of control of the Association by the Developer, the description of the property to be presently encumbered by this Declaration of Covenants, Conditions and Restrictions, and in general to amend the Declaration to be more consistent with the Veterans Administration's requirements; and

WHEREAS, it is desirable to consolidate and restate all previously recorded instruments contained herein to make them more easily understood by all persons associated with FOREST LAKES;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 5267, at Page 1972, of the Public Records of Pinellas County, Florida, is hereby terminated as to that portion of the property described in Exhibit A to said previously recorded Declaration, which is not described in Exhibit A attached hereto, and said portion of property is released from the covenants, conditions and restrictions of said Declaration; and, furthermore, this Amended, Consolidated and Restated Declaration of Covenants, Conditions and Restrictions for FOREST LAKES is hereby adopted, conformed and declared as of this 10th day of September, 1982, by the Board of Directors of FOREST LAKES HOMEOWNERS ASSOCIATION, INC., the Owners of seventy-five per cent (75%) of all Lots and Units within the Development, the holders of fifty-one per cent (51%) of the first mortgages on Lots, and the Developer, for themselves, their respective successors, grantees and assigns, and shall hereafter read in its entirety as follows:

For and in consideration of the premises and for other good and valuable consideration, the use of all the property and improvements included on the property described in Exhibit "A" at-

Richards, Nodine, Gilkey, Fite,  
Meyer & Thompson, P.A.  
1253 Park Street  
Clearwater, Florida 33516

covenanted and agreed to observe, comply with and be bound by the Covenants hereinafter set forth.

#### 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) "Developer" shall mean and refer to Pioneer Service Corporation and Ryan Homes, Inc., together with their successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.

(b) "Development" shall mean FOREST LAKES residential community, located in Pinellas County, Florida, and on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

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

(d) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

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

(f) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.

(g) "Lot" shall mean and refer to any area of real property designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit," for example, where the Unit is a condominium living unit.

(h) "Unit" shall mean and refer to a single family dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the word "Lot."

(i) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows: See Exhibit "A-2" attached hereto.

(j) "Association" shall mean and refer to FOREST LAKES HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation

(m) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

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

(o) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.

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

(q) "Single Family Attached Home" shall mean and refer to a townhouse, row house, villa, patio house or zero lot line house erected on its own Lot, unless such Lot is a condominium Unit.

(r) "Condominium Unit" shall mean and refer to "Unit," as defined under Section 718.103, Florida Statutes, when real property within the Land is made subject to the provisions of Chapter 718, Florida Statutes.

## ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. 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, or as a professional office, 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.

Section 2.02 - Vehicular Parking. No vehicle shall be parked on any part of this property, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No trailers, boats, trucks or commercial vehicles, including mobile homes and recreational vehicles, may be parked in the Development unless parked inside garages and concealed from public view, except those commercial vehicles present on business.

Section 2.03 - Unit Plates. A plate showing the number of the residence shall be placed on each Lot and, at the option of the Owner, a name plate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style and type of material for each such plate shall be first approved by the Architectural Control Committee.

lar Unit is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section 2.09(a), may be displayed or placed. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size and design thereof shall have been approved by the Architectural Control Committee. v

Section 2.06 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

Section 2.07 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. 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 Developer, 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-Unit.

Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land, except by Developer. No Owner shall permit any use of his Unit or make any use of the Common Area that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages.

manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements shown on the Plat.

Section 2.10 - Clothes Lines. There shall be no exterior clothes lines on any Unit, nor shall any clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on any balconies or fences if the same be visible from the street.

Section 2.11 - Fences. There shall be no fences on a Lot within the Development unless approved by the Association, and in no event shall any fence be approved which is more than six (6) feet in height.

Section 2.12 - Trees. No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee or unless properly authorized by an appropriate governmental authority. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Land. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization.

Section 2.13 - Lot Maintenance. The Owner of each Lot shall keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with the preceding sentence of this Section 2.13, the Association shall have the right, but not the obligation, 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 be payable by such Owner to the Association on demand.

Section 2.14 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.15 - 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,



of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.17 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit 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 2.18 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance, insuring his Unit for its full insurable value, which insurance shall include public liability and shall be charged to and paid by the Owner obtaining the same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

The Board of Directors of the Association shall provide public liability insurance covering the Common Area in such amount as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as may be determined by the Board of Directors as necessary from time to time.

Notwithstanding anything contained above, to the contrary, the Board of Directors of the Association may, if they determine it is more feasible for the Association to purchase fire and extended coverage insurance on each building containing Units, purchase said insurance in an amount insuring the full insurable value of all Units, with the cost of said insurance being assessed to each Owner as a common assessment as provided for hereinafter.

Section 2.19 - Restrictions for Single Family Detached Homes. In addition to the previous restrictions, the following restrictions shall apply and only apply to Lots on which are built or to be built single family detached homes:

(a) All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any Parcel of the same other than one detached, single family dwelling not to exceed two and one-half (2 1/2) stories in height and a three (3) car garage, said garage to be attached and a part of the main structure.

(b) No dwelling shall be erected on any lot...

structure shall be erected nearer than ten (10) feet to any rear lot line. No structure shall be erected nearer than minimum on side lot lines of seven and one-half (7 1/2) feet. No structure shall be erected nearer than thirteen (13) feet to any side street line. No structure shall exceed two and one-half (2 1/2) stories nor shall any structure exceed twenty-five (25) feet in height.

(e) No tent, shack, garage, barn or other outbuildings shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in this subdivision. No structure of any kind shall be moved onto any part of a Lot, except temporary buildings used by contractors in connection with construction work.

(f) The Developer shall have the right and authority to approve exceptions or variations from these restrictions without notice to consent of or liability to the Owners of other Lots or any persons of authority whatsoever.

(g) All dwellings shall be constructed with concrete driveways, solid sodded front lawns, including the area between sidewalk and road rights-of-way. Each Lot shall have sidewalks the width of the lot along the edge of all road rights-of-way, according to the Developer's specifications, and a basic shrubbery planting across the front of the house.

(h) No grade or elevation of any portion of any Lot may be changed without the specific written consent of the Developer.

Section 2.20 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

### ARTICLE III - UTILITIES

Section 3.01 - Easements. Developer, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege and right on, over, under and through the ground, to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in a plat of the Land (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five foot strip at the back and front of each Lot, and on, in,

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.

#### 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 Developer reserved by Section 3.01 and subject 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 situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or living unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(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 an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(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 and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.

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

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or

approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04 - Procedure. As is set forth in Section 5.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 5.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 5.06 - Developer Consent. Any and all actions of the

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of sixty-seven per cent (67%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 8.08 - Working Capital Assessment. A working capital fund is to be established by the Association, which fund will be equal to two-twelfths (2/12) of the initial annual assessment for each Unit-Lot. Each Unit's share of the working capital fund is to be collected at the time of the transfer of title to a Unit, but in no event later than sixty (60) days after conveyance of the first Unit in the phase of the development at that time. These amounts paid into the fund are not to be considered as advance payments of regular assessments.

Section 8.09 - Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of six per cent (6%) per annum. 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 the costs and expenses of filing notice of lien and 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 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 8.10 - Subordination of the Lien to Mortgages. As to priority between a lien for assessment and a recorded first mortgage, any assessment lien shall be inferior and subordinate to the lien of any recorded first mortgage. The sale or transfer of any

the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 8.11 - Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 8.12 - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the "development," then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the "development" and the same enforcement rights afforded the Association.

#### ARTICLE IX - MAINTENANCE OF COMMON AREAS AND LOTS

Section 9.01. 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 of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot-Unit owner shall be responsible for the maintenance of his Lot-Unit, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot and 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 thirty (30) days' written notice to the Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. Notwithstanding anything above to the contrary, the exterior of Lots with party walls shall be maintained by the Association. The Association shall have a reasonable right of access and entry upon any Unit-Lot to make repairs and to do other work reasonably necessary for the proper operation and maintenance of the Development.

#### ARTICLE X - CONDEMNATION, DESTRUCTION AND RECONSTRUCTION

Section 10.01. With respect, and only with respect to, single family attached homes, such as townhouses, row houses, patio houses, villas, or zero lot line houses, in the event of a partial or total condemnation, destruction of such a building or buildings, said building shall be rebuilt or repaired as soon as practicable and substantially to the same design, plan and specification as originally built, unless, within ninety (90) days from the date of the condemnation or destruction, all Owners of Lots in which the building or buildings were built prior to the condemna-

location of the building shall be substantially the same as prior to the condemnation or destruction. Provided that a blanket insurance policy is in force at the time of destruction or condemnation containing a Replacement Cost Endorsement, then, in the event any Owner fails to rebuild or reconstruct the building or his portion of a building which is located on his Lot pursuant to this Section, the Association may undertake said reconstruction or rebuilding and levy a special assessment against the Owner and the Lot to cover the cost thereof.

#### ARTICLE XI - REMEDIES

Section 11.01 - 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, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists 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 Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

#### ARTICLE XII - ANNEXATION

Section 12.01. The Developer is authorized to amend this Declaration to annex, in whole or in part, the "additional lands" described in Exhibit "A-1" attached hereto, without the consent of the Association, Owners or mortgagees within seven (7) years of the date of this instrument. The annexation of the "additional lands" shall not include more than three thousand five hundred (3,500) Unit-Lots. Annexation may be made of portions of any phase as shown on the general plan previously approved by the Federal Housing Administration and the Veterans Administration. Said general plan shall not bind the Developer, its successors or assigns, to make the proposed additions or adhere to the plan in any subsequent development of the land shown thereon. At the time of said amendment, the portion of the "additional lands" so annexed shall become subject to the terms of this Declaration and the covenants, conditions and restrictions contained herein. The property referred to in Exhibit "A-1" shall not be subject to the terms and conditions of this Declaration nor shall the same constitute a cloud or encumbrance upon the title of said "additional lands" until an amendment or amendments to this Declaration is recorded in the Public Records of Pinellas County, Florida. Notwithstanding anything else contained in this Declaration to the contrary, the terms of this paragraph may not be amended without the prior written approval of the Developer.

#### ARTICLE XIII - MISCELLANEOUS

Section 13.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same

and assign to, and to withdraw from such person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 13.02 shall apply to or affect the provisions of Article VII, supra.

Section 13.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants as may be required by the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, or other guarantor, insurer or issuer of first mortgages upon the Unit-Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit owner or mortgagee;

(c) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants, provided said additional covenants and restrictions are not applicable to Lots conveyed prior to the adoption of said additional covenants and restrictions without proper amendment of this Declaration of Covenants, Conditions and Restrictions as required herein;

(d) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, temporary construction trailers and temporary sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan, and to transact, on the Development, any business to consummate the sale of Lots/Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer;

Section 13.04 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided,



circuit Court 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. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 13.04, the original Covenants, as there-in modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this Section. Notwithstanding the foregoing provisions of this Section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this Section, unless and until the Association has been relieved of the maintenance obligations imposed on it with reference to the Common Area.

Section 13.05 - Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent seventy-five per cent (75%) of the votes of Unit-Lots and fifty-one per cent (51%) of the holders of first mortgages on Unit-Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the property is located.

Section 13.06 - Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

Section 13.07 - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer 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 13.07 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, 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.

ing actions will require the approval of the Federal Housing Administration and the Veterans Administration: annexation of additional Lands, dedication of Common Area not in conformity to the overall staging, and amendment of this Declaration of Covenants, Conditions and Restrictions. Approval shall be given to any annexation which is substantially in accord with the general plan heretofore approved by the FHA.

Section 13.09 - Rights of Mortgagees, Insurers and Guarantors. The holder, insurer or guarantor of a first mortgage on a Unit-Lot shall have the following rights:

(a) Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or casualty loss which affects a material portion of the development or any Unit-Lot on which there is a first mortgage held, insured or guaranteed.

(2) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of the holders, guarantors or insurers of first mortgages.

Section 13.10 - 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 13.11 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 13.12 - 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.

IN WITNESS WHEREOF, Developer, Pioneer Service Corporation and Ryan Homes, Inc., representing seventy-five per cent (75%) of the votes of Unit-Lots, the Association and the undersigned mortgagee, representing the holder of fifty-one per cent (51%) of the mortgages of Unit-Lots, have caused this instrument to be duly executed, all as of the 14th day of Sept, 1982.

Signed and sealed in  
the presence of:

DEVELOPER:

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE GARDENS OF FOREST LAKE, A CONDOMINIUM

Article XII Assessments - Section 1.

Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due as determined by the Board of Directors of the Association. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. Any assessment not paid within ten (10) days after the date when due, shall be subject to a late charge in the amount of ten (\$10.00) Dollars. The association is hereby authorized to levy these late charges or fines. All payments on account shall first be applied to interest and then to the assessment payment due. All assessments, including reasonable attorneys' fees, interest and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount due and date due. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional mortgagee.

The portions of this Amendment which are stricken through with hyphens, i.e. ~~hyphen~~ are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

82149331

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FOREST LAKES

HOA

(As Amended And Restated) 14 14467387 72 1. 0100  
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This instrument amends, consolidates and restates in its entirety the Declaration of Covenants, Conditions and Restrictions for FOREST LAKES.

W I T N E S S E T H:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for FOREST LAKES was recorded in Official Records Book 5267, at Page 1972, of the Public Records of Pinellas County, Florida; and

WHEREAS, it is in the best interest of the Developer, Lot and Unit Owners, mortgagees, and all their respective heirs, successors and assigns, to amend the Declaration of Covenants, Conditions and Restrictions to comply with the requirements of the Office of the Veterans Administration with respect to the classes of membership in the Association, the relinquishment of control of the Association by the Developer, the description of the property to be presently encumbered by this Declaration of Covenants, Conditions and Restrictions, and in general to amend the Declaration to be more consistent with the Veterans Administration's requirements; and

WHEREAS, it is desirable to consolidate and restate all previously recorded instruments contained herein to make them more easily understood by all persons associated with FOREST LAKES;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 5267, at Page 1972, of the Public Records of Pinellas County, Florida, is hereby terminated as to that portion of the property described in Exhibit A to said previously recorded Declaration, which is not described in Exhibit A attached hereto, and said portion of property is released from the covenants, conditions and restrictions of said Declaration; and, furthermore, this Amended, Consolidated and Restated Declaration of Covenants, Conditions and Restrictions for FOREST LAKES is hereby adopted, conformed and declared as of this 10th day of September, 1982, by the Board of Directors of FOREST LAKES HOMEOWNERS ASSOCIATION, INC., the Owners of seventy-five per cent (75%) of all Lots and Units within the Development, the holders of fifty-one per cent (51%) of the first mortgages on Lots, and the Developer, for themselves, their respective successors, grantees and assigns, and shall hereafter read in its entirety as follows:

For and in consideration of the premises and for other good and valuable consideration, the use of all the property and improvements included on the property described in Exhibit "A" attached hereto, is hereby restricted as hereinafter provided and the following Covenants are hereby placed upon the Land to run with title to the Land and the grantees, their heirs, successors and assigns, of and under any deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of said deed, to have agreed to all of the Covenants and, to have

Richards, Nodine, Gilkey, Fite,  
Meyer & Thompson, P.A.  
1253 Park Street  
Clearwater, Florida 33516

AN OFFICE OF  
RICHARDS, NODINE,  
GILKEY, FITE,  
& THOMPSON, P.A.  
CLEARWATER, FLORIDA

40 Rec 209.00  
41 DS \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot 209.00

PINELLAS COUNTY, FLORIDA  
Karl F. DuBlaue  
CLERK CIRCUIT COURT  
OCT 1 11 48 AM '82

covenanted and agreed to observe, comply with and be bound by the Covenants hereinafter set forth.

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) "Developer" shall mean and refer to Pioneer Service Corporation and Ryan Homes, Inc., together with their successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.

(b) "Development" shall mean FOREST LAKES residential community, located in Pinellas County, Florida, and on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

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

(d) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

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

(f) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.

(g) "Lot" shall mean and refer to any area of real property designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit," for example, where the Unit is a condominium living unit.

(h) "Unit" shall mean and refer to a single family dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the word "Lot."

(i) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows: See Exhibit "A-2" attached hereto.

(j) "Association" shall mean and refer to FOREST LAKES HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the "Land."

(l) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VII.

(m) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

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

(o) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.

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

(q) "Single Family Attached Home" shall mean and refer to a townhouse, row house, villa, patio house or zero lot line house erected on its own Lot, unless such Lot is a condominium Unit.

(r) "Condominium Unit" shall mean and refer to "Unit," as defined under Section 718.103, Florida Statutes, when real property within the Land is made subject to the provisions of Chapter 718, Florida Statutes.

#### ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. 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, or as a professional office, 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.

Section 2.02 - Vehicular Parking. No vehicle shall be parked on any part of this property, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No trailers, boats, trucks or commercial vehicles, including mobile homes and recreational vehicles, may be parked in the Development unless parked inside garages and concealed from public view, except those commercial vehicles present on business.

Section 2.03 - Unit Plates. A plate showing the number of the residence shall be placed on each Lot and, at the option of the Owner, a name plate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style and type of material for each such plate shall be first approved by the Architectural Control Committee.

#### Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no sign of an character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two square feet in size, which may be displayed inside a window of a home. However, when a Unit is "open for inspection" and when and only so long as the particu

lar Unit is attended by a representative of the Owner, then, and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section 2.09(a), may be displayed or placed. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size and design thereof shall have been approved by the Architectural Control Committee. v

Section 2.06 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

Section 2.07 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. 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 Developer, 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-Unit.

Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land, except by Developer. No Owner shall permit any use of his Unit or make any use of the Common Area that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, 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 Common Area, except in accordance with the Regulations.

Section 2.9 - Replatting. The Lots shall not be resubdivided or replatted, except with approval of VA and FHA and except as provided in this Section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any

manner which produces one or more Lots. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements shown on the Plat.

Section 2.10 - Clothes Lines. There shall be no exterior clothes lines on any Unit, nor shall any clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on any balconies or fences if the same be visible from the street.

Section 2.11 - Fences. There shall be no fences on a Lot within the Development unless approved by the Association, and in no event shall any fence be approved which is more than six (6) feet in height.

Section 2.12 - Trees. No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee or unless properly authorized by an appropriate governmental authority. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Land. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization.

Section 2.13 - Lot Maintenance. The Owner of each Lot shall keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with the preceding sentence of this Section 2.13, the Association shall have the right, but not the obligation, 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 be payable by such Owner to the Association on demand.

Section 2.14 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.15 - 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 2.16 - Casualties. In the event a Unit or any part thereof is damaged or destroyed by 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 the case may be, shall promptly clear all debris resulting therefrom; commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions



of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.17 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit 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 2.18 - Insurance. In order to insure that adequate funds are available to insure that reconstruction, rebuilding or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance, insuring his Unit for its full insurable value, which insurance shall include public liability and shall be charged to and paid by the Owner obtaining the same. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is in full force and effect.

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, then the Association may, at its option, obtain such insurance coverage and assess the Owner for the cost of such.

The Board of Directors of the Association shall provide public liability insurance covering the Common Area in such amount as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as may be determined by the Board of Directors as necessary from time to time.

Notwithstanding anything contained above to the contrary, the Board of Directors of the Association may, if they determine it is more feasible for the Association to purchase fire and extended coverage insurance on each building containing Units, purchase said insurance in an amount insuring the full insurable value of all Units, with the cost of said insurance being assessed to each Owner as a common assessment as provided for hereinafter.

Section 2.19 - Restrictions for Single Family Detached Homes. In addition to the previous restrictions, the following restrictions shall apply and only apply to Lots on which are built or to be built single family detached homes:

(a) All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any Parcel of the same other than one detached, single family dwelling not to exceed two and one-half (2 1/2) stories in height and a three (3) car garage, said garage to be attached and a part of the main structure.

(b) No dwelling shall be erected on a land area of less than 6,000 square feet.

(c) All houses shall have at least one and one-half (1 1/2) inside baths. No dwelling shall have a ground floor square foot area of less than 940 square feet, exclusive of screened area, open porches, terraces, patios and garages.

(d) No structure of any type shall be erected nearer than twenty-five (25) feet to the front lot line of any Lot. No

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structure shall be erected nearer than ten (10) feet to any rear lot line. No structure shall be erected nearer than minimum on side lot lines of seven and one-half (7 1/2) feet. No structure shall be erected nearer than thirteen (13) feet to any side street line. No structure shall exceed two and one-half (2 1/2) stories nor shall any structure exceed twenty-five (25) feet in height.

(e) No tent, shack, garage, barn or other outbuildings shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in this subdivision. No structure of any kind shall be moved onto any part of a Lot, except temporary buildings used by contractors in connection with construction work.

(f) The Developer shall have the right and authority to approve exceptions or variations from these restrictions without notice to consent of or liability to the Owners of other Lots or any persons of authority whatsoever.

(g) All dwellings shall be constructed with concrete driveways, solid sodded front lawns, including the area between sidewalk and road rights-of-way. Each Lot shall have sidewalks the width of the lot along the edge of all road rights-of-way, according to the Developer's specifications, and a basic shrubbery planting across the front of the house.

(h) No grade or elevation of any portion of any Lot may be changed without the specific written consent of the Developer.

Section 2.20 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

#### ARTICLE III - UTILITIES

Section 3.01 - Easements. Developer, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege and right on, over, under and through the ground, to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in a plat of the Land (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under a five foot strip at the back and front of each Lot, and on, in, over and under a five-foot strip along the Interior Lines of each Lot shown on the Plat. Developer shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section 3.01. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.01, 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.

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 Developer reserved by Section 3.01 and subject 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 situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or living unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(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 an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(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 and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that, under no circumstances shall the rights of the members of ingress, egress and parking be affected.

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

Section 4.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VI of this Declaration; for lateral and subjacent support; for electrical, plumbing, sewer, telephone, drainage and other convenience or utility

approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04 - Procedure. As is set forth in Section 5.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 5.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 5.06 - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

#### ARTICLE VI - PARTY WALLS

Section 6.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of sixty-seven per cent (67%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 8.08 - Working Capital Assessment. A working capital fund is to be established by the Association, which fund will be equal to two-twelfths (2/12) of the initial annual assessment for each Unit-Lot. Each Unit's share of the working capital fund is to be collected at the time of the transfer of title to a Unit, but in no event later than sixty (60) days after conveyance of the first Unit in the phase of the development at that time. These amounts paid into the fund are not to be considered as advance payments of regular assessments.

Section 8.09 - Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of six per cent (6%) per annum. 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 the costs and expenses of filing notice of lien and 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 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 8.10 - Subordination of the Lien to Mortgages. As to priority between a lien for assessment and a recorded first mortgage, any assessment lien shall be inferior and subordinate to the lien of any recorded first mortgage. 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 not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor

the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 8.11 - Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 8.12 - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the "development," then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the "development" and the same enforcement rights afforded the Association.

#### ARTICLE IX - MAINTENANCE OF COMMON AREAS AND LOTS

Section 9.01. 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 of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot-Unit owner shall be responsible for the maintenance of his Lot-Unit, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot and 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 thirty (30) days' written notice to the Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. Notwithstanding anything above to the contrary, the exterior of Lots with party walls shall be maintained by the Association. The Association shall have a reasonable right of access and entry upon any Unit-Lot to make repairs and to do other work reasonably necessary for the proper operation and maintenance of the Development.

#### ARTICLE X - CONDEMNATION, DESTRUCTION AND RECONSTRUCTION

Section 10.01. With respect, and only with respect to, single family attached homes, such as townhouses, row houses, patio houses, villas, or zero lot line houses, in the event of a partial or total condemnation, destruction of such a building or buildings, said building shall be rebuilt or repaired as soon as practicable and substantially to the same design, plan and specification as originally built, unless, within ninety (90) days from the date of the condemnation or destruction, all Owners of Lots in which the building or buildings were built prior to the condemnation or destruction and the holders of mortgages on Lots which have at least fifty-one per cent (51%) of the votes of Lots so described agree not to build or repair. On reconstruction, the design, plans and specifications of any building may vary from that of the original upon approval of a majority of the Owners and mortgage holders of Lots on which the building was originally built, provided, however, that the number of square feet of any Unit may not vary by more than five per cent (5%) from the number of square feet of such Unit as originally constructed, and the

location of the building shall be substantially the same as prior to the condemnation or destruction. Provided that a blanket insurance policy is in force at the time of destruction or condemnation containing a Replacement Cost Endorsement, then, in the event any Owner fails to rebuild or reconstruct the building or his portion of a building which is located on his Lot pursuant to this Section, the Association may undertake said reconstruction or rebuilding and levy a special assessment against the Owner and the Lot to cover the cost thereof.

#### ARTICLE XI - REMEDIES

Section 11.01 - 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, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists 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 Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

#### ARTICLE XII - ANNEXATION

Section 12.01. The Developer is authorized to amend this Declaration to annex, in whole or in part, the "additional lands" described in Exhibit "A-1" attached hereto, without the consent of the Association, Owners or mortgagees within seven (7) years of the date of this instrument. The annexation of the "additional lands" shall not include more than three thousand five hundred (3,500) Unit-Lots. Annexation may be made of portions of any phase as shown on the general plan previously approved by the Federal Housing Administration and the Veterans Administration. Said general plan shall not bind the Developer, its successors or assigns, to make the proposed additions or adhere to the plan in any subsequent development of the land shown thereon. At the time of said amendment, the portion of the "additional lands" so annexed shall become subject to the terms of this Declaration and the covenants, conditions and restrictions contained herein. The property referred to in Exhibit "A-1" shall not be subject to the terms and conditions of this Declaration nor shall the same constitute a cloud or encumbrance upon the title of said "additional lands" until an amendment or amendments to this Declaration is recorded in the Public Records of Pinellas County, Florida. Notwithstanding anything else contained in this Declaration to the contrary, the terms of this paragraph may not be amended without the prior written approval of the Developer.

#### ARTICLE XIII - MISCELLANEOUS

Section 13.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably 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 13.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer

and assign to, and to withdraw from such person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 13.02 shall apply to or affect the provisions of Article VII, supra.

Section 13.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants as may be required by the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, or other guarantor, insurer or issuer of first mortgages upon the Unit-Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit owner or mortgagee;

(c) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants, provided said additional covenants and restrictions are not applicable to Lots conveyed prior to the adoption of said additional covenants and restrictions without proper amendment of this Declaration of Covenants, Conditions and Restrictions as required herein;

(d) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, temporary construction trailers and temporary sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan, and to transact, on the Development, any business to consummate the sale of Lots/Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer;

Section 13.04 - Termination. The Covenants, as amended and added to from time to time 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 until January 1, 2017, and thereafter the Covenants shall be automatically extended for successive periods of 25 years each, unless with six months prior to January 1, 2017, or within six months preceding the end of any, such successive 25 year period, as the case may be, a written agreement executed by the then Owners representing seventy-five per cent (75%) of the votes of the Lots shown on the Plat and by sixty-seven per cent (67%) of the holders of mortgages on Lots shall be placed on record in the Office of the Clerk of the Cir-



cuit Court 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. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 13.04, the original Covenants, as there-in modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this Section. Notwithstanding the foregoing provisions of this Section or any other portion of the Covenants, none of the provisions of Article VII, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this Section, unless and until the Association has been relieved of the maintenance obligations imposed on it with reference to the Common Area.

Section 13.05 - Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent seventy-five per cent (75%) of the votes of Unit-Lots and fifty-one per cent (51%) of the holders of first mortgages on Unit-Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the property is located.

Section 13.06 - Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

Section 13.07 - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer 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 13.07 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, 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, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recovery the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 13.08 - Federal Housing Administration and Veterans Administration. As long as there is a Class B member, the follow

ing actions will require the approval of the Federal Housing Administration and the Veterans Administration; annexation of additional Lands, dedication of Common Area not in conformity to the overall staging, and amendment of this Declaration of Covenants, Conditions and Restrictions. Approval shall be given to any annexation which is substantially in accord with the general plan heretofore approved by the FHA.

Section 13.09 - Rights of Mortgagees, Insurers and Guarantors. The holder, insurer or guarantor of a first mortgage on a Unit-Lot shall have the following rights:

(a) Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or casualty loss which affects a material portion of the development or any Unit-Lot on which there is a first mortgage held, insured or guaranteed.

(2) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of the holders, guarantors or insurers of first mortgages.

Section 13.10 - 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 13.11 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 13.12 - 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.

IN WITNESS WHEREOF, Developer, Pioneer Service Corporation and Ryan Homes, Inc., representing seventy-five per cent (75%) of the votes of Unit-Lots, the Association and the undersigned mortgagee, representing the holder of fifty-one per cent (51%) of the mortgages of Unit-Lots, have caused this instrument to be duly executed, all as of the 14th day of Sept, 1982.

Signed and sealed in the presence of:

Barbara E. Martin  
Eugene L. Brown  
James J. Harrison  
Walter J. [unclear]

DEVELOPER:

PIONEER SERVICE CORPORATION

BY Walter D. [unclear]

RYAN HOMES, INC.

BY Walter D. [unclear]

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GILEY, FITZ,  
& THOMPSON, P. A.  
TALLAHASSEE, FLORIDA