

88218555

OR6826PG1891

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

BOOT RANCH NORTH

THIS DECLARATION is made this 25th day of August, 1988, by BOOT RANCH PARTNERSHIP, a Florida general partnership, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit "A" to this Declaration ("Property"), to be developed as multi-staged planned residential communities with open spaces and other common facilities for the benefit of such communities, to be known as "Boot Ranch North", which is a part of a total planned development known as "Boot Ranch"; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities at Boot Ranch North and for the maintenance of its common properties; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in Boot Ranch North, to delegate and assign to a newly formed non-profit corporation the powers of administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, as a non-profit corporation, Boot Ranch North Association, Inc., for the purposes of exercising the functions stated above, which Neighborhood Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant declares that the Property and such additions to such real property as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the Property and shall be binding upon all persons having and/or acquiring any right, title, or interest in the Property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof.

ARTICLE I

DEFINITIONS

Section 1. The following words shall have the following meanings:

(a) "Articles" shall mean the Articles of Incorporation of the Neighborhood Association, Boot Ranch North Association, Inc.

Prepared by and return to:  
Emil G. Pratesi  
1253 Park Street  
Clearwater, Florida 34616

LAW OFFICES OF  
CHARLES GILKEY FITE  
SLAUGHTER PRATESI  
& WARD, P.A.  
CLEARWATER, FLORIDA

88 SEP -2 PM 5:05

REGISTRAR OF DEEDS  
CLERK OF CIRCUIT COURT  
HIGHLAND COUNTY, FL

19880910 SER 08-02-88 17:44:55  
RECORDING 1 \$121.00  
TOTAL \$121.00

163.50

163.50  
DWA

(b) "Assessment" shall mean any Periodic Assessment, Special Assessment, or other charge as described in Article VI.

(c) "Association" shall mean and refer to the Boot Ranch North Association, Inc.

(d) "Board" shall mean the Board of Directors of the Neighborhood Association.

(e) "Bylaws" shall mean the Bylaws of the Neighborhood Association.

(f) "Common Properties" shall mean and refer to those areas of land shown on the Preliminary Site Plan of the Property and intended to be conveyed to the Neighborhood Association for the common use and enjoyment of all Members of the Neighborhood Association. Common Properties shall include all the property legally described on the attached Exhibit "B," as well as any additional parcels of land as the Declarant may from time to time designate as Common Properties.

(g) "Declarant" shall mean Boot Ranch Partnership, a Florida general partnership, and its successors and assigns. Any rights specifically reserved to Declarant in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by Declarant in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Declarant. The Declarant may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to Boot Ranch Partnership as the Declarant is not intended, and shall not be construed, to impose upon Declarant any obligation or liability for the acts or omissions of third parties who purchase any property within Boot Ranch North from Declarant and develop and resell such property.

(h) "Dwelling Unit" shall mean any residential dwelling unit, constructed or to be constructed, within the Property, intended as an abode for one family including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, a villa, an attached duplex or other multiplex-dwelling, or any apartment-type unit contained in any multi-unit residential building, whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession. The term "Dwelling Unit" shall include an unimproved parcel of land on which a dwelling unit is to be constructed or may or could be constructed.

(i) "Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, group home, club or similar dwelling for group use.

(j) "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Dwelling Unit and who has notified the Association in writing of its interest in the Dwelling Unit.

(k) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, credit unions, savings and loan

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

(l) "Land Use Documents" shall mean these Restrictive Covenants, the Articles, Bylaws, and the Rules.

(m) "Lot" shall mean any lot designated on any Plat.

(n) "Master Association" shall mean Boot Ranch Master Association, Inc., which is responsible for carrying out the duties set out in the Master Declaration of Covenants and Restrictions for Boot Ranch.

(o) "Master Declaration of Covenants and Restrictions for Boot Ranch" shall mean the Declaration of Covenants and Restrictions recorded in Official Records Book 6825, at Page 1376, of the Public Records of Pinellas County, Florida.

(p) "Member" shall mean and refer to those Owners who are members of the Neighborhood Association as provided in Article III, Section 1 hereof.

(q) "Neighborhood Association" shall mean and refer to Boot Ranch North Association, Inc., whose purpose is to administer the Property in accordance with the provisions of the Land Use Documents.

(r) "Notice" shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the Bylaws; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pinellas County; or

(iii) Notice given in any other manner provided in the Bylaws.

(s) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit but, notwithstanding any applicable theory of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(t) "Plat" shall mean any recorded plat for any portion of the Property described.

(u) "Preliminary Site Plan" shall mean the preliminary site plan of Boot Ranch filed with Pinellas County, as the same may be amended by such final site plans filed with and approved by Pinellas County.

(v) "Property" shall mean that certain real property described in Exhibit A attached hereto and made a part hereof and to be commonly known as "Boot Ranch North."

(w) "Restrictive Covenants" shall mean and refer to all of the terms and conditions of this Declaration of Covenants and

## Restrictions for Boot Ranch North.

(x) "Rules" shall mean any and all rules and regulations of the Neighborhood Association promulgated by the Board pursuant to its powers under any Land Use Documents.

(y) "Villages" shall mean those various segments or portions of the Property divided into segments known as "Boot Ranch-Eagle Ridge", "Boot Ranch-Eagle Trace", "Boot Ranch-Eagle Watch".

(z) "Village Association" shall mean the various non-profit corporations established whose purpose is to administer the Villages in accordance with the various restrictions and covenants placed thereon.

## ARTICLE II

PROPERTY SUBJECT TO THIS  
DECLARATION AND ADDITIONS THERETO

Section 1. All of Boot Ranch North.

(a) It is intended that Boot Ranch North be developed as three planned residential communities in such fashion that there will be a separate homeowners association for each community in Boot Ranch North. The various homeowners associations will or may be responsible for maintaining certain Common Properties within their respective jurisdictions.

(b) The Preliminary Site Plan, as amended by subsequent density allocation plans or unified control plans that have been developed for Boot Ranch North, has divided Boot Ranch North into three segments, the "Villages", to be known as "Boot Ranch-Eagle Ridge", "Boot Ranch-Eagle Trace", and "Boot Ranch-Eagle Watch", each of which is legally described in Exhibit "C" hereto. The Villages will be platted into single family subdivisions in accordance with Pinellas County regulations.

(c) Declarant shall, upon or before its conveying legal title to a Village, assign a number of Dwelling Units to such Village by the recordation of an instrument in the public records of Pinellas County containing provisions to that effect or by attributing Dwelling Units to a Village in a Supplement or separate Declaration. The number of Dwelling Units which Declarant shall so assign to a Village shall be the maximum number of Dwelling Units that may be built in such Village by virtue of zoning regulations or agreement with Pinellas County, unless such number is later amended by Declarant. Declarant shall incur no liability whatever and shall be held harmless by any Village homeowners association and Owners in the event that the number of Dwelling Units built within such Village is more or less than the number of Dwelling Units assigned by Declarant. Unless otherwise extended in writing by Declarant, in the event the number of Dwelling Units allocated to a Village are not fully utilized within two (2) years of acquiring title to the same, such density allocation for the unutilized Dwelling Units shall automatically revert to Declarant. Notwithstanding anything contained herein to the contrary, however, Declarant shall have the right to waive the reversion of such unutilized density allocation by filing a written waiver in the public records of Pinellas County. Utilization shall be deemed to exist when final site plan approval by Pinellas County has been granted for the Village and building permits have been issued.

(d) Upon Declarant's conveyance of legal title to a Village to an independent third party ("Village Owner"), the Village

Owner shall assume the rights and obligations hereunder and pay assessments with respect to each Dwelling Unit which has been assigned to such Village hereunder, whether or not such Dwelling Units have been constructed or improved. As the Village Owner conveys title to a Dwelling Unit built in the Village, the number of Dwelling Units owned by the Village Owner shall be reduced accordingly.

Section 2. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to these Restrictive Covenants is located in Pinellas County, Florida, and is more particularly described in Exhibit "A" hereto.

Section 3. Additions to and Deletions From Existing Property by the Declarant. The Declarant may from time to time bring other parcels of land under or delete and remove existing parcels of land from the provisions hereof by recording supplemental declarations (which shall not require the consent of Owners or the Neighborhood Association or any mortgagee) and thereby add to or delete and remove from the Property.

Section 4. Additions by Merger. Upon a merger or consolidation of the Neighborhood Association with another association as provided in the Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Neighborhood Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer these Restrictive Covenants together with the covenants and restrictions established upon any other property as one development.

Section 5. Site Plan Changes. Declarant reserves the right to make such changes and/or modifications to any Plat or site plan relating to any of the Property as may be required by appropriate governmental authorities, or at Declarant's sole discretion with the approval of the appropriate governmental authorities, including but not limited to the right to transfer density or number of Dwelling Units from one Village to another, all without the need for the consent of any Owner, Village Owner, or Neighborhood Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE NEIGHBORHOOD ASSOCIATION; TURNOVER

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Dwelling Unit shall be a Member of the Neighborhood Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Neighborhood Association shall have two classes of voting membership: *AMENDED 9/21/98*

(a) Class "A". Class "A" Members shall be all those owners as defined in Section 1 of this Article III with the exception of the Declarant. Class "A" Members shall be entitled to one vote for each Dwelling Unit in which they hold the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Dwelling

Unit, all such persons shall be Members and the vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Dwelling Unit. The Bylaws may establish procedures for voting when the title to a Dwelling Unit is held in the name of a partnership, a corporation, or more than one person or entity.

(b) Class "B".

(i) The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to 269 votes for each Dwelling Unit in which it holds the interest required for membership by Section 1 of this Article III.

(ii) The Declarant shall have the right to elect or appoint all members of the Board until title to ninety-five (95%) of all Dwelling Units has been conveyed by the Declarant, such Dwelling Units have actually been constructed, and such Dwelling Units have been conveyed by builders to owner-occupants.

(iii) The Declarant shall have the right to elect or appoint a majority of the Board until the occurrence of the earlier of the following events: (A) one (1) year after the Declarant no longer holds title to or any interest in any portion of the Property; or (B) the relinquishment by the Declarant of its right to elect or appoint a majority of the Board.

Section 3. Turnover. Within ninety (90) days after the Declarant no longer has the right to elect or appoint a majority of the Board, the Members shall assume control of the Neighborhood Association and the Neighborhood Association shall conduct a Special Meeting of the Membership (the "Turnover Meeting") for the purpose of electing the Board. However, as long as the Declarant is the Owner of one Dwelling Unit, the Declarant shall be entitled to appoint one member of the Board.

Section 4. Additional Membership Categories. The Bylaws may provide for additional membership categories, which categories shall not have any voting privileges. The term "Member" or "Membership" as used in the Land Use Documents shall not apply to any such additional membership categories. The Bylaws shall provide for the rights and obligations of any additional membership categories.

## ARTICLE IV

### MASTER ASSOCIATION

Section 1. Membership. The Neighborhood Association shall be a member of the Master Association as set forth in the Master Declaration of Covenants and Restrictions for Boot Ranch. The Members of this Neighborhood Association (other than the Declarant) shall not be members of the Master Association but each Owner shall be subject to the Master Declaration of Covenants and Restrictions for Boot Ranch.

Section 2. Representation. The President, or in his absence the Vice President, Secretary or Treasurer, of the Neighborhood Association shall act as the representative of the Members and shall vote on behalf of the Neighborhood Association at Master Association meetings. It shall not be required that the President, prior to voting in the Master Association, obtain the prior approval of the Members, except that the President shall not vote to terminate the Master Declaration of Covenants and Restrictions

for Boot Ranch without previously obtaining the approval of two-thirds (2/3) of the Members of the Neighborhood Association, which approval was voted at a duly organized meeting of the Neighborhood Association, with each Member receiving prior written notice that such vote would be considered at said meeting.

## ARTICLE V

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 and the additional provisions of this Declaration, every Member, his agents, licensees and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with title to every Dwelling Unit. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways, and walkways on the Common Properties for purposes of access to the Member's Dwelling Unit, which right of ingress or egress shall not be subject to any fees or charges.

Section 2. Title to Common Properties. The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon, if any, and, until such time as, in the opinion of Declarant, the Neighborhood Association is able to maintain the Common Properties. At such time, the Declarant shall convey and the Neighborhood Association shall accept such conveyance of the Common Properties to the Neighborhood Association.

(a) Even though legal title to all or some of Common Properties will be in the name of the Neighborhood Association, rights to use the Common Properties cannot be conveyed without conveyance of the Dwelling Units.

Section 3. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Neighborhood Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for a period during which any assessment remains unpaid, or for a period to be determined by the Board for any violation of the Restrictive Covenants, the Articles, Bylaws or published rules and regulations;

(b) the right of the Neighborhood Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Neighborhood Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, and that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

(c) the right of the Neighborhood Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Neighborhood Association when the Neighborhood Association deems it necessary;

(d) the right of the Declarant, without approval of the

Neighborhood Association, or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of the Restrictive Covenants;

(e) the right of the Neighborhood Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, including the right to assess late fees against Members as provided in Article VI, which rules and/or regulations shall apply until rescinded or modified as if originally set forth at length in the Restrictive Covenants;

(f) the right of the Neighborhood Association to grant to governmental agencies the right to install, but not limited to, water, sewer, drainage and irrigation facilities within the Common Properties;

(g) the right of the Declarant, its successors and assigns, to permit persons other than Members and designated persons to use certain portions of the Property and any recreational facilities that may be constructed thereon under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Neighborhood Association. The right to the use and enjoyment of the Common Properties and facilities thereon shall extend to each permitted user's immediate family who reside with the user, subject to regulation from time to time by the Neighborhood Association in its lawfully adopted and published rules and regulations;

(h) all restrictions and rights of the Master Association contained or provided for in the Master Declaration of Covenants and Restrictions for Boot Ranch; and

(i) the easements described in Sections 4, 5 and 6 of this Article V.

Section 4. Easements. Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved both to the Declarant and the County of Pinellas and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on any Plat, which Easements shall include, without limitation, the right of reasonable access over any Lot or any Dwelling Units to and from the Easement Areas; and the Declarant, its successors and assigns, including Pinellas County, Florida, shall each have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") and who shall furnish Utilities or services to the Property or other property. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on any Plat, however, shall impose any obligation on the Declarant to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, soil, irrigation system, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of any Utilities or drainage facilities within the Easement Areas or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, lakes or other water re-



ention areas (herein referred to as "Retention or Detention Areas") which are or may be shown on any Plat or recorded easement document or are on or in the Property or which may be constructed in or upon such Easement Areas.

Section 5. Signage. Declarant reserves to itself and the Neighborhood Association an easement over, along, across and under the property described in Exhibit "D" for and as landscape areas, signs, walls, fences, and including the right of installation and maintenance and the right of reasonable access over any Dwelling Units or any Lot to and from the said Easement Area. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on any Plat, however, shall impose any obligation on the Declarant to maintain such Easement Areas or to install or maintain any landscape areas, walls, fences, signs, or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, including, but not limited to, fences and walls, soil, irrigation systems, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance or operation of, the Easement Areas or any facilities therein referred to herein.

Section 6. Maintenance of Easements. The Owners of the Dwelling Unit, subject to the privileges, rights and Easements referred to in this Article, shall acquire no right, title or interest in or to any poles, wires, cables, signs, plantings, shrubs, improvements, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Dwelling Unit, whether as reserved hereunder or as shown on any Plat, or as may have been installed by the Declarant, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Dwelling Unit, as the case may be, except for those improvements for which the Utility Provider is responsible or those areas maintained by the Neighborhood Association. With regard to specific Easements for drainage as shown on any Plat, the Declarant shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas.

Section 7. Easement for Governmental, Health, Sanitation and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, postal, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 8. Developer's Construction and Sales Activities. In addition to the property rights granted in the Restrictive Covenants to the Declarant, as an Owner or otherwise, the Declarant is extended the right to enter upon the Property at any time and in any way reasonably necessary to allow the Declarant to construct or sell, or promote, upon the Property or any contiguous Subdivision or to carry out any responsibility of the Declarant to Owners in such Subdivision, including but not limited to the right to use the street in front of the model areas designated by Declarant for parking by visitors and staff, to use any part of the Common Properties for location of Declarant's sales center, to maintain and show model homes, to have employees in the office, and to use the Common Properties. Notwithstanding any other provision in the Restrictive Covenants, the Declarant is irrevocably empowered to sell, lease or rent Dwelling Units on any terms to any purchasers or lessees for as long as it owns any Dwelling Unit.

Declarant reserves the right to grant for limited periods of time from time to time, licensed contractors who are in the business of constructing and selling single family residences the right to maintain model homes on Lots and to maintain sales centers on Lots or in Dwelling Units.

Section 9. Roads and Access Easement. Declarant hereby grants and conveys to the Owner of each and every Dwelling Unit, their heirs, successors and assigns, a perpetual non-exclusive easement appurtenant to each Dwelling Unit within the Property for the purpose of ingress and egress by pedestrian and vehicular traffic over, along and across each and every road as shown or reflected on any Plat; reserving, however, unto the Declarant the unrestricted right to grant other non-exclusive easements over, along and across the same roads and to grant easement for Utilities, utility companies and public bodies for public utility service within the Property in the same roads that are subject to this grant.

(a) The term road as used herein to describe the servient tenement which is impressed with the easement shall include all real property shown or depicted on any Plat as a road, street, lane, court, boulevard, drive (exclusive of drives or driveways located on Lots) cul-de-sacs and like designations.

(b) Ownership by the Declarant of both the Dwelling Units benefited by the easement granted and created herein and of the roads which are subjected to or burdened with said easement shall not cause a merger, extinguishment or impairment of said easement.

(c) Every deed or conveyance from Declarant of any Dwelling Unit shall automatically convey and carry with it as an appurtenance to such Dwelling Unit the easement hereby created, whether or not specifically mentioned or described in any such deed of conveyance and thereafter such easement shall run with the title to the Dwelling Unit.

(d) The roads shall be maintained by the Neighborhood Association except where maintained by Pinellas County or other governmental authority in addition to those other areas which are to be maintained by the Neighborhood Association pursuant to the Restrictive Covenants.

(e) Title to the roads not dedicated to Pinellas County may, at Declarant's option, be conveyed to the Neighborhood Association and the Neighborhood Association shall accept such conveyance of the roads. The roads to Boot Ranch-Eagle Watch shall be private roads and shall be conveyed to the Village Association for Boot Ranch-Eagle Watch which shall maintain said roads.

## ARTICLE VI

### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Dwelling Unit owned by it within the Property, hereby covenants, and each Owner of any Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Neighborhood Association: (1) Periodic Assessments or Charges; (2) Special Assessments for capital improvements; and (3) other expenditures by the Neighborhood Association hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the

personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose and Basis of Assessments.

(a) The assessments levied by the Neighborhood Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Dwelling Units, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(b) "Periodic Assessments" shall mean all assessments for the purposes described in this Section 2, except for Special Assessments described below.

(c) A "Special Assessment" may be levied by the Board in any Assessment Year applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

(d) In addition to all other remedies provided in this Declaration, the Board, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in the Restrictive Covenants or the Articles, Bylaws or Rules, provided that the following procedures are followed:

(i) The Neighborhood Association shall notify the Owner in writing of the infraction or infractions. The Notice shall include the date and time of the next Board Meeting at which the Owner shall have the right to present testimony as to why the Special Assessment should not be imposed.

(ii) The noncompliance shall be presented to the Board at the meeting described in the Notice. At such meeting a hearing shall be conducted to obtain testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

(iii) The Board may impose the following Special Assessments against the Owner in the event a violation is found:

(A) First Noncompliance for Violation. A Special Assessment in an amount not in excess of \$100.00.

(B) Second Noncompliance for Violation. A Special Assessment in an amount not in excess of \$500.00.

(C) Third and Subsequent Noncompliance Violation or Violations which are of a Continuing Nature. A fine in an amount not in excess of \$1,000.00 for each violation.

(iv) A Special Assessment as provided in this Article

shall be due and owing not later than thirty (30) days after the written decision is rendered as provided in Subsection (d)(ii) above.

Section 3. Date of Commencement of Periodic and Special Assessments; Due Dates; Assessment Period.

(a) Periodic Assessments shall commence as to each Dwelling Unit on the first day of the first full calendar month following the date of conveyance by the Declarant to a Class "A" Member.

(b) The due date of any Assessment shall be fixed in the resolution authorizing such Assessment. The Assessments (Periodic or Special) shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

Section 4. Maximum Amount of Periodic and Special Assessments.

(a) Until the Turnover Meeting as herein described, the Periodic Assessments for all Class "A" Members shall be established by the Declarant.

(b) Until the Turnover Meeting, the Declarant shall not pay any Periodic Assessments or Special Assessments, but the Declarant shall pay the difference in cost between the sum of all Periodic Assessments collected from Class "A" Members and the actual cost of operation of the Neighborhood Association. The Declarant may increase the Periodic Assessments from time to time (prior to the Turnover Meeting) to cover any increase in the actual cost of operation of the Neighborhood Association. The Declarant may at any time commence paying assessments as to Dwelling Units that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Declarant may again elect to follow the procedures specified in the two preceding sentences.

(c) After the Turnover Meeting, the Declarant shall not be obligated to pay a Periodic or Special Assessment on any unimproved Dwelling Unit owned by the Declarant. An "unimproved Dwelling Unit" shall mean any Dwelling Unit for which no certificate of occupancy for a dwelling has been issued the appropriate governmental authority.

(d) As to each Class of Members, all Periodic and Special Assessments shall be at a uniform rate for each Dwelling Unit.

(e) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover Meeting, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. Duties of the Board of Directors.

(a) The Board shall prepare budgets and a roster of the Dwelling Units and assessments applicable thereto which shall be kept in the office of the Neighborhood Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

(b) The Neighborhood Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Neighborhood Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Neighborhood Association; Late Fees.

(a) If any assessment against a Dwelling Unit is not paid on the date when due as established pursuant to Section 3, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Dwelling Unit which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. Such lien shall take priority from the date the notice of lien is filed in the Public Records of Pinellas County, Florida, which notice shall state the description of the property, the owner's name, the amount due and the due date, and shall be prior and superior to the creation of any homestead status. Every Owner consents to the imposition of such lien prior to any homestead status until paid in full. The personal obligation of the then Owner for such assessment shall remain his personal obligation for the statutory period of limitations.

(b) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted under Florida law, and the Neighborhood Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Dwelling Unit; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, as well as any paralegal fees and attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action.

(c) In addition to the foregoing remedies, the Board may assess a "Late Fee" of eighteen percent (18%) per annum of the delinquent assessment for each Periodic or Special Assessment which is more than ten (10) days delinquent.

Section 7. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Dwelling Unit shall be subordinate to the lien of any First Mortgage now or hereafter placed upon the Dwelling Unit. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Neighborhood Association chargeable to the former Owner of such Dwelling Unit which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage. Such unpaid assessment shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee.

(b) Such sale or transfer shall not relieve such Dwelling Unit from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment. Any such subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Dwelling Unit prior to the time of the recording of such subsequent assessment lien.

Section 8. Assessments by the Master Association. This Neighborhood Association is responsible for collection of all assessments by the Master Association against Owners along with this Neighborhood Association's assessments and forwarding same promptly to the Master Association. Such assessments shall not be considered part of the Neighborhood Association's budget and the Neighborhood Association shall not be entitled to use any of such funds.

Section 9. Exempt Property. There shall be exempted from the assessments, charges and liens created herein, the following: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use; and (b) any Dwelling Unit retained by the Declarant after the Turnover Meeting described in Section 3 of Article III, for which a certificate of occupancy or completion for a dwelling has not been issued by the appropriate governmental authority.

## ARTICLE VII

### DESIGN REVIEW BOARD

Section 1. Members of Board and Term of Office. As specified in the Bylaws, and if delegated authority by the Design Review Board of the Master Association, the Neighborhood Association shall have a Design Review Board (the "DRB") consisting of three (3) members. The initial members of the DRB shall consist of persons designated by the Declarant. Each of said persons shall hold office until all Dwelling Units have been conveyed by Declarant, or any interest that Declarant might have in any Dwelling Unit has been terminated, or sooner at the option of the Declarant. Thereafter, each new member of the DRB shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. The Board shall have the right to appoint and remove (either with or without cause) any and all members of the DRB at any time, except for members of the DRB appointed by the Declarant.

Section 2. Review of Proposed Construction.

(a) Except for the exemption in Section 9 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in or on the Property, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the DRB. At any time, the DRB may approve the establishment of a Design Review Committee ("DRC") for a Village Association which shall then have approval rights in accordance with the requirements of this Article VII in lieu of the DRB of the Neighborhood Association.

(b) The DRB shall approve proposals or plans and specifi-

cations submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The DRB shall adopt design review criteria for submissions, which criteria may be amended from time to time by the DRB. However, any proposal or plans and specifications submitted in compliance with paragraph (c) shall be subject to the criteria in effect prior to the date of submission and not to any amendments adopted after that date.

(c) The DRB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The DRB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The DRB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscaping plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

(d) Until receipt by the DRB of any and all required plans and specifications, the DRB may postpone review of any plans submitted for approval. The DRB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved.

(e) The DRB herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

(f) Any approval granted shall only be valid for a period of ninety (90) days from the date of such approval unless commencement of the action, construction, alteration or improvement for which the approval requested has not commenced within such period and such commencement must continue with due diligence to completion.

Section 3. Meetings of the DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate any DRB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRB, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the DRB shall constitute an act of the DRB.

Section 4. No Waiver of Future Approvals. The approval of the DRB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the DRB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

Section 5. Compensation. The members of the DRB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRB, however, shall have the power

to engage the services of professionals to serve as members of the DRB for compensation for purposes of aiding the DRB in carrying out its functions. DRB shall have the right to charge a reasonable fee (but in no event less than \$150) for the review and functions required hereby. The Owner of the Dwelling Unit or common property under review shall be responsible to pay any and all such charges directly to the DRB and if the Owner shall fail to pay such charges, the Neighborhood Association shall collect such charges as a Special Assessment as provided in Article VI above.

Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VII, the applicant (the "Applicant") shall give written notice of completion to the DRB.

(b) Within thirty (30) days after receipt of the notice of completion, the DRB or its duly authorized representative may inspect such improvement. If the DRB finds that such work was not completed in substantial compliance with the approved plans, it shall notify Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and requiring Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, Applicant shall have failed to remedy such noncompliance, the DRB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(d) If a noncompliance exists, Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and Applicant shall reimburse the Neighborhood Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by Applicant to the Neighborhood Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(e) If for any reason the DRB fails to notify Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7. Non-Liability of DRB Members. Neither the DRB nor any member thereof, nor its duly authorized DRB representative, shall be liable to the Master Association, the Neighborhood Association, any Owner, or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the DRB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The DRB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the Property, and for compliance with the design review criteria. The DRB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, drainage, color schemes,



exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The DRB may authorize variances from compliance with any of the design review criteria when circumstances such as topography, natural obstructions, or hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the DRB. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of these Restrictive Covenants for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the premises.

Section 9. Declarant's Exemption. The Declarant shall be exempt from the provisions of this Article VII with respect to alterations and additions to be made by Declarant and shall not be obligated to obtain DRB approval for any construction, inspections, or changes in construction which the Declarant may elect to make at any time.

Section 10. Attorneys' Fees. For all purposes necessary to enforce this Article, the Neighborhood Association shall be entitled to collect reasonable attorneys' fees, court costs, paralegal fees, and other expenses against an Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

#### ARTICLE VIII

##### INSURANCE

(a) Property and casualty insurance on the Common Properties shall be maintained through the Neighborhood Association, in an amount equal to the maximum insurable value thereof, the costs of which shall be paid by the Neighborhood Association. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, Special Assessments shall be levied by the Neighborhood Association to cover such additional costs. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Neighborhood Association for the operation of the Neighborhood Association and/or maintenance of the Property. Prior to the end of each policy year, the Neighborhood Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the Common Properties are insured for their maximum insurable value.

(b) The Neighborhood Association shall also purchase such other insurance, including, but not limited to, liability insurance as may be necessary on the Common Properties and for purposes of properly operating the Neighborhood Association. The Neighborhood Association may also purchase liability insurance covering the Neighborhood Association's Directors and Officers.

(c) The premiums of all insurance policies purchased by the Neighborhood Association shall be deemed to be general expenses for the Neighborhood Association and shall be paid by the

Members through the Periodic Assessments against each Dwelling Unit. The premiums for any insurance policies, if any, purchased by the Master Association for or on behalf of the Neighborhood Association or for its benefit shall be deemed an expense of the Neighborhood Association and shall be paid by the Members through the Periodic Assessments against each Dwelling Unit.

## ARTICLE IX

### MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

#### Section 1. Preamble.

(a) The responsibility for the maintenance of the Property is divided between the Neighborhood Association, Village Association, and the Owners. Maintenance of the Dwelling Units and the area between an Owner's lot line and the edge of the road in front of the Dwelling Unit is the responsibility of the Owners. The maintenance of the Common Properties is the responsibility of the Neighborhood Association and Village Association. Although the landscaped or grassed areas within the roadways (where the roadways are contained within the Property) are not Common Properties, such areas (median and cul-de-sac circles) shall be maintained by the Neighborhood Association as if they were Common Properties and the Owners shall be liable for assessments for such maintenance. The Neighborhood Association shall also maintain any boundary wall surrounding the Property as more particularly described in Exhibit "E". The Master Association has certain enforcement rights with respect to such maintenance as provided in Article VII of the Master Declaration of Covenants and Restrictions for Boot Ranch.

(b) The Board has the right to require the Members to maintain their Dwelling Units in a manner befitting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Neighborhood Association in accordance with the terms of those Restrictive Covenants, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectional debris or material as may be located on the Dwelling Unit.

#### Section 2. Lakes, Canals and Drainage Areas, Roads.

(a) The Neighborhood Association shall have the obligation to maintain within the Property all lakes, canals, natural areas, mitigation areas, drainage control structures, outfall piping system and drainage filtration system and drainage areas described in Exhibit "F" in good condition as to aquatic weed control and any other maintenance and drainage problems not assumed and fulfilled by governmental authorities or agencies or the Owners.

#### Section 3. Exterior Maintenance Responsibility of Owner.

(a) The Neighborhood Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Dwelling Units or Lot. In the event any Owner has failed to maintain the exterior of his Dwelling Unit in accordance with general standards of the community then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Dwelling Unit or Lot it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways; and other exterior improvements.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition, and any dead or dying trees, shrubbery, or plantings shall be promptly replaced with live, healthy trees, shrubbery or plantings, as the case may be, of equal size and material.

The Dwelling Units shall be kept in good, safe, clean, neat and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished, painted and attractive condition.

(c) Upon the failure to maintain the Dwelling Unit or Lot as aforesaid to the satisfaction of Declarant or the Neighborhood Association, and upon the Neighborhood Association's or Owner's failure to make such improvement corrections as may be necessary within thirty (30) days after receipt of written notice by Declarant or the Neighborhood Association, the Declarant or the Neighborhood Association may enter upon such premises and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the Declarant or the Neighborhood Association may without any prior notice directly remedy the problem.

(d) Such entry by the Declarant or the Neighborhood Association or its agents shall not be a trespass and by acceptance of a deed for a Dwelling Unit, or by the recordation of these Restrictive Covenants, such party has expressly given the Declarant and the Neighborhood Association the continuing permission to do so, which permission may not be revoked.

Section 4. Assessment of Costs. The cost of exterior maintenance which is not performed by the Neighborhood Association as part of its regular maintenance responsibilities shall be assessed against the Dwelling Unit upon which such maintenance is performed, and, at the option of the Board, either be added to and become part of the Periodic Assessment to which such Dwelling Unit is subject under Article VI hereof, or become a Special Assessment for such expenses; and, as a part of such Periodic Assessment or as a Special Assessment, it shall be a lien against the Dwelling Unit and obligation to the Owner and shall become due and payable in all respects as provided in Article VI hereof.

Section 5. Dissolution of Neighborhood Association. In the event of the dissolution or termination of the Neighborhood Association, Pinellas County shall not be obligated to carry out any of the maintenance obligations of the Neighborhood Association unless such obligations are assumed by appropriate procedures under applicable governmental law.

Section 6. Management Services. The Neighborhood Association may contract for the management of all or part of the Common Properties and any other Neighborhood Association duties for purposes of carrying out all or a portion of the maintenance services provided for in these Restrictive Covenants.

Section 7. Utility Services. The Neighborhood Association may contract with public or private utility companies for purposes of supplying utility services to the Property and may

assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

X Section 8. Street Lighting. There shall be erected and maintained street lights throughout the Property. The cost and maintenance thereof shall be an expense and cost of the Neighborhood Association and the Neighborhood Association may assess the cost and expense thereof as part of the Periodic Assessments or as a Special Assessment.

Section 9. Shared Neighborhood Maintenance. Where one or more Neighborhood Associations are responsible for the maintenance of a particular area, item, or service set forth herein, then in that event, the costs and expenses associated with such maintenance shall be shared by each such Association, and such costs and expenses shall be included in the respective budgets of each Association for the purpose of determining any Periodic or Special Assessments. The basis for sharing such maintenance shall be as follows: The ratio that the Netland, as hereinafter defined, within a particular Neighborhood bears to be total Netland for those Neighborhoods sharing the maintenance, multiplied times the costs and expenses comprising the budget forming the basis for any Assessment, equals the amount allocable to a particular Neighborhood. By way of example, if the costs and expenses for which an Assessment will be made is \$10,000.00, and the total Netland of Boot Ranch North is 100 acres, and the total Netland for those Neighborhoods sharing the maintenance is 350 acres, then the amount that will comprise the assessment allocable to Boot Ranch North will be calculated as follows:

Boot Ranch North Netland	100 acres	x \$10,000 = \$2,857.14
Total Netland of those Neighborhoods sharing the maintenance	350 acres	

Under this example, then, \$2,857.14 would be assessed the Owners of Boot Ranch North and allocated to each Owner.

X "Netland" shall mean the total acreage of a Neighborhood less the acreage of those areas designated as mitigation areas, filtration systems, natural areas, canal easements, lakes, and detention or retention ponds. Subject to the ability of Declarant to add or delete property from the Neighborhoods, the acreage of any Neighborhood may change.

Declarant or Association after Turnover Meeting shall from time to time file of record an amendment to this Declaration setting forth the total acreage and total Netland for those Neighborhoods sharing maintenance and total acreage and Netland for each Neighborhood.

ARTICLE X

PERMITTED AND PROHIBITED USES

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise. Dredging and excavating, and installation of wells and pumps for irrigation purposes, are permitted in connection with the construction or reconstruction of Common Properties or Dwelling Unit, Dwelling Units, Lot or Lots.

Section 2. Trash. No part of the Property shall be used or maintained as a dumping ground for trash, rubbish or garbage. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves the right to maintain normal construction debris on any Lot or Dwelling Unit until the Certificate of Occupancy issued by the appropriate governmental authority

for any Dwelling Unit located on such Lot is issued; provided, however, during construction of Dwelling Units, Lots shall be cleaned and cleared of debris not less than three (3) times during such period.

Section 3. Parking.

(a) The parking and storage of motor vehicles or boats other than automobiles, including but not limited to commercial and recreational vehicles, shall not be permitted on the Property except in certain designated areas, if and when the Board designates such areas. No building, rebuilding, repair work, or maintenance of any of said motor vehicles or boats, including automobiles, shall be permitted on the Property except within garages. By way of example but not limitation, this provision shall apply to all boats, campers, boats, recreational vehicles, trailers and vans.

(b) The Board is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board is specifically granted by these Restrictive Covenants the right to enforce these Restrictive Covenants and the parking regulations by authorizing and directing, or contracting with a duly licensed towing company, for the towing of vehicles which are in violation of the parking regulations. The vehicle owner shall be responsible for any and all costs associated with such towing.

Section 4. Signs. No sign of any nature whatsoever shall be erected or displayed upon the Property except where express prior written approval of the size, shape, content and location thereof has been obtained from the DRB, which approval may be arbitrarily withheld, except that withholding of consent by the DRB for advertising and promotion of the Property shall not be arbitrary or unreasonable. Any sign erected by Declarant shall not be removed so long as Declarant owns any Dwelling Unit without the express written consent of Declarant.

Section 5. Additional Temporary or Permanent Structures; Walls. No structure of a temporary or permanent character, shall be used or erected on any of the Common Properties or any part of the Properties without prior approval of the DRB. No Owner shall connect any wall, fence or structure to any wall maintained by the Neighborhood Association or use such wall for support of any wall constructed by the Owner.

Section 6. Pets. No animals, livestock or poultry of any kind shall be permitted within the Property except for common household domestic pets. No pit bulls or pit bull terriers are permitted within the Property, except with the written consent of the Board which may be granted or withheld in the Board's discretion. Any pet must be carried or kept on a leash when outside of a Dwelling Unit or fenced-in area. No pet shall be kept outside of a Dwelling Unit unless someone is present in the Dwelling Unit. Any pet must not be an unreasonable nuisance or annoyance to the other residents of the Property. Any resident shall pick up and remove any solid animal waste deposited by his pet on the Property, except for designated pet-walk areas, if any. No commercial breeding of pets, nor pets in excessive numbers are permitted within the Property. The Neighborhood Association may require any pet to be immediately and permanently removed from the Property due to a violation of this Paragraph.

Section 7. Nuisance and Trespassing. Nothing shall be done on any part of the Property which may be or may become an annoyance or nuisance. Any question as to whether an annoyance or nuisance has been created shall be submitted to the Neighborhood Association for a decision in writing, which decision shall be final. The Board shall have the authority to have any unauthor-

ized person or vehicle arrested or removed from the Property.

Section 8. Weeds. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and in the event that any Owner shall fail or refuse to keep his Dwelling Unit free of weeds, underbrush, refuse piles or other unsightly growths or objects, then the Neighborhood Association may enter upon such Dwelling Unit and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 9. Clotheslines. Clotheslines are not permitted on the Property unless hidden from view of streets or adjoining Dwelling Units.

Section 10. Additional Rules and Regulations. The Declarant, until the Turnover Meeting, and thereafter the Board of the Neighborhood Association, may establish such additional rules and regulations as may be deemed for the best interests of the Neighborhood Association and its Members for purposes of enforcing the provisions of this Article X.

Section 11. Right to Abate Violations. The Neighborhood Association or the Declarant, prior to the Turnover Meeting, and the Neighborhood Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may cure the violation and charge the cost thereof against the Owner as a Special Assessment.

Section 12. Exemption for Declarant. The Declarant, provided that it owns any Dwelling Unit in the Property or in the event that the Declarant is doing construction work within the Property, shall be exempt from the provisions of this Article X.

Section 13. Emergency Road. It is understood that emergency road access to and from Boot Ranch North and Boot Ranch South shall exist over the roads and access ways of each to permit ingress and egress between Booth Ranch North and Boot Ranch South.

## ARTICLE XI

### ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations. The Board is specifically granted the power to pass rules and regulations for purposes of enforcing these Restrictive Covenants.

Section 2. Enforcement - General. Failure of an Owner to comply with a provision in these Restrictive Covenants, the By-laws, Articles, or Rules shall provide the Neighborhood Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Neighborhood Association or an Owner in terminating or resolving a violation of these Restrictive Covenants, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Neighborhood Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of Assessments, including but not limited to a foreclosure proceeding. Failure by the Neighborhood Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Special Assessment for Noncompliance. In

addition, there may be levied a special assessment for noncompliance as described in Article VI, Section 2(d) of this Declaration.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Duration. These Restrictive Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the Neighborhood Association, or the Owner of any land subject to these Restrictive Covenants, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, these Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by two-thirds (2/3) of the Members agreeing to terminate the Restrictive Covenants at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County. No such agreement to terminate these Restrictive Covenants shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended. Notwithstanding anything contained herein to the contrary, the termination of these Restrictive Covenants shall not terminate any easement or easements created hereby.

Section 2. Severability. Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

### Section 3. Amendment.

(a) These Restrictive Covenants may be amended from time to time by recording among the Public Records of Pinellas County, Florida, an instrument executed by the President and attested to by the Secretary of the Neighborhood Association, indicating that a Meeting called for purposes of Amendment was held, and that two-thirds (2/3) of the votes of all Members of the Neighborhood Association approved of such Amendment.

(b) However, as long as the Declarant owns a Dwelling Unit, no such Amendment may be made without the consent of the Declarant. Nor shall such Amendment affect or interfere with vested property rights previously acquired by an Owner or a First Mortgagee.

(c) The complete termination of the Restrictive Covenants is governed by Section 1 of this Article.

(d) The Declarant, as long as it owns a Dwelling Unit, without the joinder or approval of the Neighborhood Association, the Board, or the Members, may record any amendment to these Restrictive Covenants.

(e) Declarant shall have the right at any time within ten (10) years from the date of these Restrictive Covenants to amend the Restrictive Covenants.

Section 4. Ad Hoc Committees. The Declarant, prior to Turnover of the Neighborhood Association, at its sole discretion, may create ad hoc committees for the purpose of aiding in the transition of the Neighborhood Association from Declarant control to control by the Members.

Section 5. Conflict. These Restrictive Covenants shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws, and the Articles shall take precedence over the Bylaws.

Section 6. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend these Restrictive Covenants at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property from the provisions of these Restrictive Covenants.

IN WITNESS WHEREOF, this Neighborhood Declaration of Covenants and Restrictions for Boot Ranch North has been signed by Declarant, the day and year first above set forth.

WITNESSES:

Edward J. Burke  
Eva Stanley

BOOT RANCH PARTNERSHIP, a Florida general partnership

By: FL-Tampa, Inc., a Florida corporation, General Partner

By Robert F. Monchein  
Robert F. Monchein,  
President

(DECLARANT)

STATE OF OHIO  
COUNTY OF Cuyahoga

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, ROBERT F. MONCHEIN, as President of FL-Tampa, Inc., a Florida corporation, as General Partner of BOOT RANCH PARTNERSHIP, a Florida general partnership, to me known to be the person described in and who executed the foregoing DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOOT RANCH NORTH, and he acknowledged then and there that he executed the same as such officer for the purposes therein expressed; and that the said DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOOT RANCH NORTH is the act and deed of said partnership.

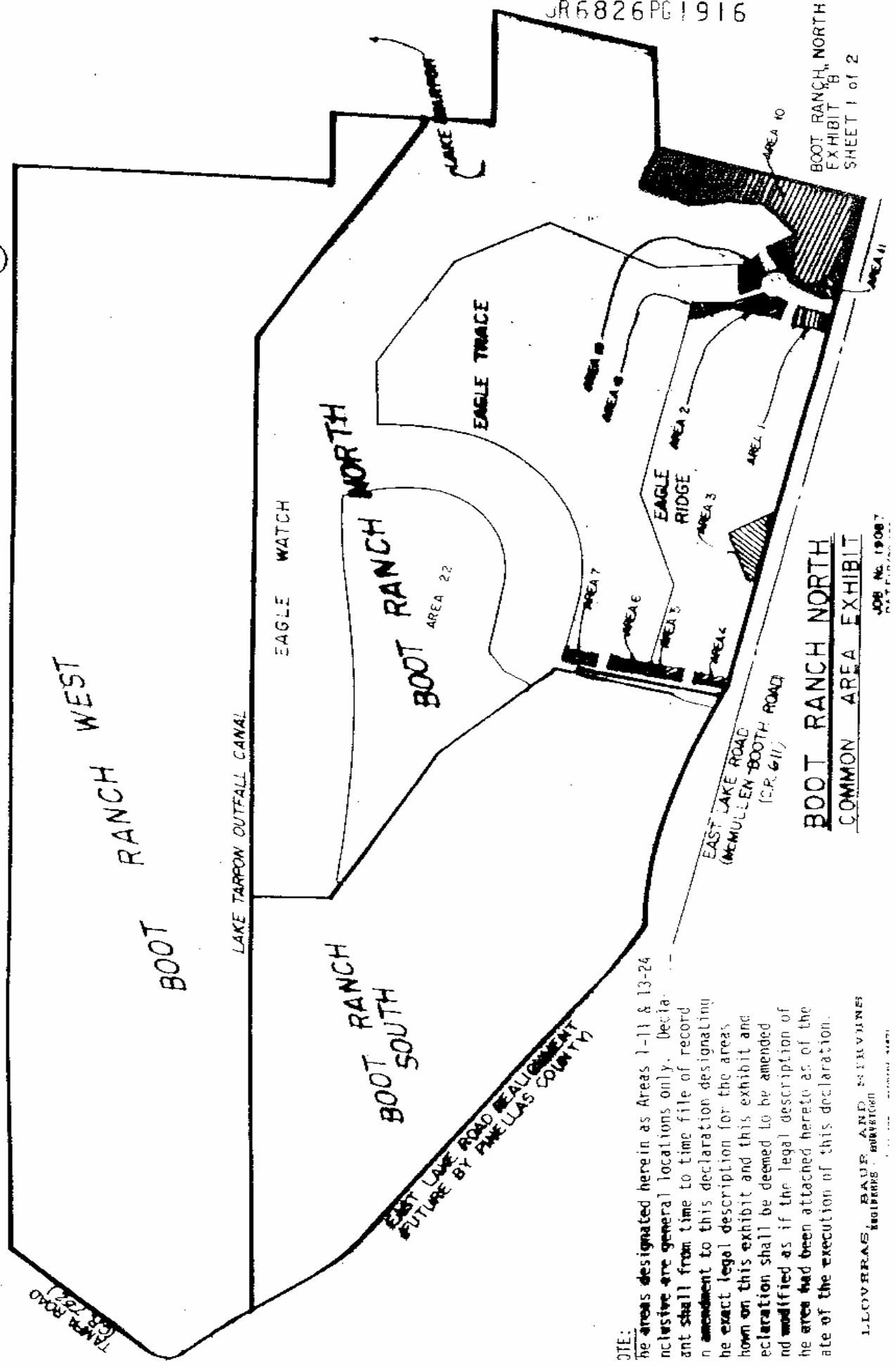
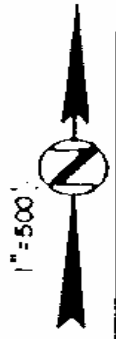
WITNESS my hand and official seal this 25<sup>th</sup> day of August, 1983.

Edward J. Burke  
Notary Public  
My Commission Expires:

EDWARD J. BURKE  
Notary Public for the State of Ohio  
My Commission Expires Feb. 3 1984

EGP:MLR:bg  
1596E





BOOT RANCH, NORTH  
EXHIBIT "B"  
SHEET 1 of 2

**BOOT RANCH NORTH  
COMMON AREA EXHIBIT**

JOB No. 19087  
DATE: 11/11/07

**NOTE:**  
 The areas designated herein as Areas 1-11 & 13-24 inclusive are general locations only. Decisions as to the exact locations of the areas shall from time to time be made by the Board of Directors. Any amendment to this declaration designating the exact legal description for the areas shown on this exhibit and this exhibit and declaration shall be deemed to be amended and modified as if the legal description of the area had been attached hereto as of the date of the execution of this declaration.

**LLOVERAS, BAUER, AND STRAUSS**  
 ATTORNEYS AT LAW  
 10000 15th Street, Suite 1000  
 Denver, Colorado 80202