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**COMMUNITY DECLARATION
FOR
BAYSIDE TERRACE**

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**COMMUNITY DECLARATION
FOR
BAYSIDE TERRACE**

5th THIS COMMUNITY DECLARATION FOR BAYSIDE TERRACE (this "**Declaration**") is made this day of January, 2018, by MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company (the "**Declarant**"), joined by BAYSIDE TERRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. The Declarant is the record title owner of the real property located in Pinellas County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**BAYSIDE TERRACE**").
- B. The Declarant hereby desires to subject BAYSIDE TERRACE to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising BAYSIDE TERRACE, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of BAYSIDE TERRACE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for BAYSIDE TERRACE established pursuant to Section 19.1 hereof.

"**Access Control System**" shall mean any system intended to control access to BAYSIDE TERRACE or any portion thereof. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"Association" shall mean BAYSIDE TERRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"BAYSIDE TERRACE" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"Common Areas" shall mean all actual and estimated real property interests and personalty within BAYSIDE TERRACE designated as Common Areas from time to time by the Declarant, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within BAYSIDE TERRACE. The Common Areas may include, without limitation, the Access Control System, the Recreational Facilities (as defined herein), the SWMS (as defined herein), the Wetland Conservation Areas (as defined herein), private roadways, any private lift station, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences, easement areas owned by others, private rights of way, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. The Common Areas do not include any portion of a Lot. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"Community Completion Date" shall mean the date upon which all Homes in BAYSIDE TERRACE, as ultimately planned and as fully developed, have been conveyed by the Declarant to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof.

"Contractors" shall have the meaning set forth in Section 19.12.2 hereof.

"County" shall mean Pinellas County, Florida.

"Declarant" shall mean MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding the Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, the Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant.

"Declaration" shall mean this COMMUNITY DECLARATION FOR BAYSIDE TERRACE, together with all amendments, supplements, and modifications thereof.

"Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within BAYSIDE TERRACE. The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Immediate Family Members" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Home in addition to children of the Owner as an adult Immediate Family Member. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home.

"Individual Assessments" shall have the meaning set forth in Section 17.2.5 hereof.

"Initial Contribution" shall have the meaning set forth in Section 17.11 hereof.

"Installment Assessments" shall have the meaning set forth in Section 17.2.1 hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) the Declarant and its affiliates, to the extent the Declarant or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within BAYSIDE TERRACE.

"Lot" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

"Master Plan" shall mean collectively any full or partial concept plan for the development of BAYSIDE TERRACE, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of BAYSIDE TERRACE, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the

private roadways, the Access Control System, the Recreational Facilities, the SWMS and the Wetland Conservation Areas; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; costs of utilities; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; all amounts payable in connection with any valet service for trash and garbage collection and disposal, if any; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"Owner" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include the Declarant, even after the Turnover Date.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"Party Wall" shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between the Lots of such Homes.

"Permit" shall mean Permit No. 43030380.003 issued by SWFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended from time to time.

"Plat" shall mean any plat of any portion of BAYSIDE TERRACE filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of BAYSIDE TERRACE, as such phase is added to this Declaration.

"Public Records" shall mean the Public Records of Pinellas County, Florida.

"Reserves" shall have the meaning set forth in Section 17.2.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing BAYSIDE TERRACE as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, designates neighborhoods, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

"Surface Water Management System" or **"SWMS"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, swales, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage easements and those works defined in Section 373.403, Florida Statutes (2017). The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit. The SWMS will be part of the Common Areas and will be maintained by the Association.

"SWFWMD" shall mean the Southwest Florida Water Management District.

"Telecommunications Provider" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"Telecommunications Services" shall mean delivered entertainment services, if provided, or none at all; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Title Documents" shall have the meaning set forth in Section 24.8 hereof.

"Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners.

"Turnover Date" shall mean the date on which transition of control of the Association from the Declarant to Owners occurs.

"Use Fees" shall have the meaning set forth in Section 17.2.3 hereof.

"Voting Interest" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within BAYSIDE TERRACE, which shall include the voting interests of the Declarant.

"Wetland Conservation Areas" shall have the meaning set forth in Section 25.4 herein. The Wetland Conservation Areas will be part of the Common Areas and will be owned and maintained by the Association.

3. Plan of Development.

3.1 Plan. The planning process for BAYSIDE TERRACE is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, the Declarant may and has the right to develop BAYSIDE TERRACE and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of BAYSIDE TERRACE as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for BAYSIDE TERRACE which may be supplemented by additional covenants, restrictions and easements within any portion of BAYSIDE TERRACE. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of

BAYSIDE TERRACE from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Homes, as well as their respective Lessees, guests and invitees. Any Lease Agreement (as defined below) for a Home within BAYSIDE TERRACE shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration.

3.3 Site Plans and Plats. Site plans or the Plat may identify some of the Common Areas within BAYSIDE TERRACE. The description of Common Areas on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant in its marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of BAYSIDE TERRACE; (ii) additions or deletions from BAYSIDE TERRACE and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover as provided in Section 4.4 below. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments after the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 4.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of BAYSIDE TERRACE by the Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of BAYSIDE TERRACE. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only the Declarant may add additional lands to BAYSIDE TERRACE.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of approving annexations after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of BAYSIDE TERRACE (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of BAYSIDE TERRACE shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of BAYSIDE TERRACE

shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from BAYSIDE TERRACE.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2017), and the Environmental Resource Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, BAYSIDE TERRACE and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of BAYSIDE TERRACE that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater

than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including, without limitation, payment of all Assessments accruing prior to the date of transfer.

7.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1 Class A Members. Class A Members shall be all Owners. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.2 Class B Member. The Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting is to elect a majority of the Association's Board of Directors. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for BAYSIDE TERRACE are conveyed to Owners;

7.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

7.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2017).

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of the Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of BAYSIDE TERRACE for various public purposes, or to make any portions of BAYSIDE TERRACE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of BAYSIDE TERRACE. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

9. Common Areas.

9.1 General. The Common Areas shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall have the right to use and access Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice.

9.2 Construction of Common Areas Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas as the Declarant determines in its sole discretion. Certain of the Common Area improvements are intended for recreational activities (collectively, the **"Recreational Facilities"**). The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements within BAYSIDE TERRACE, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements, including the Recreational Facilities. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements, or conveyed to the Association by quitclaim deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The

Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of BAYSIDE TERRACE, as modified and/or amended. The Association shall cooperate with the Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of the Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of the Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event the Association believes that the Declarant shall have failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. Once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant; and

9.4.2.6 a reservation of right in favor of the Declarant (so long as the Declarant owns any portion of BAYSIDE TERRACE) to require that the Association re-convey all or

a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members. A quorum for any meeting of the members for the purpose of any action taken under this Section 9.5 shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

9.6 Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including but not limited to private roadways, parking areas, pathways, bicycle paths, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

9.7 Delegation. Once conveyed to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association, as applicable. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance,

administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Retention/Detention Areas. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN BAYSIDE TERRACE; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN BAYSIDE TERRACE.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within BAYSIDE TERRACE; and (v) design of any portion of BAYSIDE TERRACE. Each Owner expressly indemnifies and agrees to hold harmless the Declarant and the Association and all employees, directors, representatives, officers, agents and partners of the Declarant, and the Association from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. THE DECLARANT, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant and the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way

related to the Common Areas within BAYSIDE TERRACE, including, without limitation, use of the Common Areas by Owners, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, the Declarant, and thereafter the Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder, if any.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant, and shall not be applied in a manner that would prohibit or restrict the development or operation of BAYSIDE TERRACE or adversely affect the interests of the Declarant. Without limiting the foregoing, the Declarant and its assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas and related improvements within BAYSIDE TERRACE, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of BAYSIDE TERRACE), general office and construction operations within BAYSIDE TERRACE; (iii) place, erect or construct portable, temporary or accessory buildings or structures within BAYSIDE TERRACE for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of BAYSIDE TERRACE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of BAYSIDE TERRACE, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of BAYSIDE TERRACE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to BAYSIDE TERRACE by dredge or dragline, store fill within BAYSIDE TERRACE and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, BAYSIDE TERRACE and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising BAYSIDE TERRACE.

9.10 Public Facilities. BAYSIDE TERRACE may include one or more public facilities that may be dedicated to the County or the City of Oldsmar.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Association's Obligation to Indemnify. The Association and each Owner covenant and agree, jointly and severally, to indemnify, defend and hold harmless the Declarant, its officers, directors, shareholders, and any related persons, companies, or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association and Owners, and improvements thereon, or resulting from or arising out of activities or

operations of the Association or Owners within BAYSIDE TERRACE, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall constitute a part of the Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.13 Special Taxing Districts. For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of BAYSIDE TERRACE to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Access Control System. The Declarant may install a controlled access facility at one or more access points to BAYSIDE TERRACE. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for BAYSIDE TERRACE. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 5.1, the Declarant shall have the absolute right to determine how such Access Control System are operated, including the days and times that gates are open allowing public access to BAYSIDE TERRACE. The Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by the Declarant. If the Association attempts to restrict or control access into BAYSIDE TERRACE through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard.

THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION AND THE DECLARANT, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION AND THE DECLARANT WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

9.15 Recreational Facilities.

9.15.1 General Restrictions. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

9.15.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable rules and regulations from time to time governing minors' use of the Recreational Facilities, including, without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities. Children under the age of fourteen (14) shall be accompanied by an adult at all times during which such minor child is using the Recreational Facilities. No children wearing diapers shall be permitted in the community pool.

9.15.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

9.15.1.3 Activities. Any Owner, Immediate Family Member, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Immediate Family Member or guest. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

9.15.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.15.3 Indemnification of Declarant and the Association. By the use of the Recreational Facilities, each Owner, Immediate Family Member and guest agrees to indemnify and hold harmless the Declarant and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.15.4 Attorney's Fees. Should any Owner or Immediate Family Member bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.15.5 Basis for Suspension. The rights of an Owner to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.15.5.1 such person is not an Owner or a Lessee;

9.15.5.2 the Owner, an Immediate Family Member, a guest or other person for whom a Owner is responsible violates one or more of the Association's Rules and Regulations;

9.15.5.3 an Owner and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.15.5.4 an Owner fails to pay Assessments due.

9.15.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner (and/or Immediate Family Member) or prohibit an Owner (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities shall be imposed upon delivery of fourteen (14) days prior notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas within each Lot in accordance with the following terms:

10.2.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot only to the extent provided in this Section 10.2. The Association's landscape maintenance responsibilities include trimming, mowing, and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance shall constitute a part of the Operating Expenses and each Owner of a Lot shall pay an equal share of such costs. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, the Association shall have no responsibility for the repair or replacement of sod, grass, shrubs, trees, or any other landscaping within a Lot, and the Owner of each Lot shall be responsible for any such repair and replacement of the landscaped areas. In the event landscaped areas are not repaired and replaced by the Owner of the Lot, the

Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment.

10.2.2 Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section 10.2 if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.2.3 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance of such modified landscaping.

10.2.4 Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Operating Expenses for which Assessments shall be levied. The Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN BAYSIDE TERRACE MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN BAYSIDE TERRACE. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.3 Roadways. All of the roadways within BAYSIDE TERRACE shall be private roadways and shall be maintained by the Association. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including private roadways. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

10.4 Adjoining Areas. Except as otherwise provided herein, the Association shall only maintain those drainage areas, swales, parking areas, retention/detention area slopes and banks, and landscape areas (if any) that are within the Common Areas, and certain Lots only to the extent specifically provided herein, and further provided that such areas shall be readily accessible to the Association. Under no

circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

10.5 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas or any Lot necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas through or under an Owner, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association. Further, an Owner shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair or construction is necessitated by the negligent or willful acts of an Owner or such Owner's Lessees, guests, or invitees.

10.6 Right of Entry. The Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of BAYSIDE TERRACE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, the Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of BAYSIDE TERRACE if the Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.7 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date), maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of BAYSIDE TERRACE. Such areas may abut, or be proximate to, BAYSIDE TERRACE, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.8 Master Metered Potable and Irrigation Water Usage. The costs associated with potable and irrigation water usage for all Lots and Common Areas shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for potable and irrigation water usage fees and there will be no method for prorating the costs of potable and irrigation water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN BAYSIDE TERRACE MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN BAYSIDE TERRACE. NOTWITHSTANDING THE FOREGOING, ALL POTABLE AND IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.9 Private Right-of-Way. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in any private right-of-way adjacent to any Common Areas and Lots (if any); however, the Association shall not be responsible for replacement of any such trees or landscaping. Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such sidewalk, trees or

landscaping in the event that such Owner's negligent or willful acts caused such damage to any sidewalk, irrigation, trees and landscaping located in the private right-of-way. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs. The cost associated with any such maintenance of the private right-of-way adjacent to any Common Areas or Lots shall be deemed part of the Operating Expenses.

10.10 Home Maintenance. The Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.10.1 Painting. The Association shall paint all exterior painted portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior painting made in accordance with this Section 10.10.1 shall constitute a part of the Operating Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs. The ACC must approve any proposed painting of the exterior of the Home by the Owner. If the proposed painting is approved by the ACC, the ACC shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

10.10.1.1 all work and materials shall be at the Owner's sole cost and expense;

10.10.1.2 all color selections shall be approved by the ACC and must be the same or substantially similar to the other Homes attached to the Home;

10.10.1.3 the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

10.10.1.4 if the Association thereafter paints the Home and the other Homes attached to the Home in accordance this Section 10.10.1, the Home shall be included as part of the painting project, and the cost associated with such painting project shall be deemed part of the Operating Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs.

10.10.2 Roofs. The Association shall repair and replace roofs of Homes, including shingles, and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The cost associated with any such roof repair and replacement shall be deemed part of the Operating Expenses, and each Owner of shall pay an equal share of such costs.

10.10.3 Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes. The cost associated with any such programs shall be deemed part of the Operating Expenses, and each Owner shall pay an equal share of such costs.

10.10.4 Pressure Washing. The Association may, in its sole discretion, pressure clean the roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure cleaning and made in accordance with this Section 10.10.4 shall constitute a part of the Operating Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14.2.1 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 10.10, such repairs or replacements shall be governed by Section 14.2.2 herein, and the Association shall not perform repairs or replacements

covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

10.11 Pressure Washing Paved and Concrete Surfaces. The Association shall be responsible for pressure washing the sidewalks and walkways comprising part of the Common Areas in BAYSIDE TERRACE. The Association shall perform any such pressure washing of the driveways, sidewalks and walkways at the Board's discretion and the costs of any such pressure washing shall be part of the Operating Expenses, and each Owner of a Home shall pay an equal share of such costs. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair and replacement of the paved and concrete surfaces located within their respective Lot, including, without limitation, any pavers installed thereon.

10.12 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within BAYSIDE TERRACE (the "**Perimeter Walls/Fences**"). Except as otherwise provided herein, the Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within BAYSIDE TERRACE, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.13 Retaining Walls. The Declarant may construct retaining walls within BAYSIDE TERRACE (the "**Retaining Walls**"). Retaining Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Expenses of the Association. Structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the Association; however, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement or repair of the Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

10.14 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas ("**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Association may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of insuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

10.15 Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, or other improvements (the "**Drainage Improvements**"), and which may be located within Common Areas or Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses of the Association.

11. Maintenance by Owners. All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of BAYSIDE TERRACE by the record title owner of the applicable Lot. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing BAYSIDE TERRACE. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

11.1 Right of the Association to Enforce. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.3 Modification to Landscaped Areas. Without the prior written consent of the ACC, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from BAYSIDE TERRACE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.4 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating (collectively, "**Stucco/Cementitious Finish**"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine

maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 11.4, and they should be completed in a timely fashion to prevent any damage to the Home.

11.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveways, walkways, sidewalks, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces comprising part of a Lot. In the event the County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this Section, the Association may, but shall not be obligated to, perform the necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

11.7 Water Mains. In the event the County or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 11.7, the Association may, but shall not be obligated to, perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that the Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11.7, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 11.7.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within BAYSIDE TERRACE, except for any Lots owned by the Declarant. Each Owner must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within BAYSIDE TERRACE for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Pets permitted by this Section 12.2 may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary, service animals shall not be governed by the restrictions contained in this Section 12.2.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

12.4 Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, or its agents.

12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of BAYSIDE TERRACE or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the private roadways, except in designated parking areas, if any. To the extent BAYSIDE TERRACE has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in BAYSIDE TERRACE except during the delivery of goods or during the provision of services.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on BAYSIDE TERRACE for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within BAYSIDE TERRACE, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within BAYSIDE TERRACE except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain on BAYSIDE TERRACE, except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within BAYSIDE TERRACE. For any Owner who drives an automobile issued by the County or other

governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no all-terrain vehicle (ATV) or mini motorcycle may be parked or stored within BAYSIDE TERRACE, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Association shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by the Declarant, and administrative offices of the Declarant, no commercial or business activity shall be conducted within BAYSIDE TERRACE, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within BAYSIDE TERRACE. No solicitors of a commercial nature shall be allowed within BAYSIDE TERRACE, without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within BAYSIDE TERRACE. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN

ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN BAYSIDE TERRACE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout BAYSIDE TERRACE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of BAYSIDE TERRACE without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations at its sole discretion. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through BAYSIDE TERRACE). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2017), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of BAYSIDE TERRACE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage Improvements may be part of the Common Areas and/or Lots. After Drainage Improvements are installed by the Declarant, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. No Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SWMS or change the direction or flow of water in accordance with the SWMS for BAYSIDE TERRACE, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, SWFWMD or other governing body having jurisdiction over BAYSIDE TERRACE. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND THE DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences and Walls. No walls or fences shall be erected or installed by an Owner within BAYSIDE TERRACE. This provision shall not apply to walls or fences installed by the Declarant.

12.15 Fuel Storage. No fuel storage shall be permitted within BAYSIDE TERRACE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

12.16 Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible by the general public. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association.

12.20 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2017), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of BAYSIDE TERRACE. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of BAYSIDE TERRACE shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise

approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.22, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section 12.22, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

12.23 Mailboxes and Lampposts. No mailbox shall be installed by an Owner within BAYSIDE TERRACE. No lamppost shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all lampposts shall be of one particular type or design specified by the ACC.

12.24 Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children and minor guests at all times in and about BAYSIDE TERRACE. The Declarant and the Association shall not be responsible for use of the Common Areas by anyone, including minors.

12.25 Nuisances. No nuisance, or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of BAYSIDE TERRACE is permitted. No firearms shall be discharged within BAYSIDE TERRACE. Nothing shall be done or kept within the Common Areas or any other portion of BAYSIDE TERRACE, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

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

12.27 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of BAYSIDE TERRACE, which is unsightly or which interferes with the comfort and convenience of others.

12.28 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of BAYSIDE TERRACE, change the level of the land within BAYSIDE TERRACE, or plant landscaping which results in any permanent change in the flow and drainage of surface water within BAYSIDE TERRACE. Owners may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.

12.29 Roofs and Driveways. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Standards.

12.30 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of BAYSIDE TERRACE. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.

12.31 Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the ACC. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards.

12.32 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of BAYSIDE TERRACE, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration and in the Community Standards.

The Declarant and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within BAYSIDE TERRACE such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs and flags displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.33 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of BAYSIDE TERRACE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.34 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC.

12.35 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to BAYSIDE TERRACE, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

12.36 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of BAYSIDE TERRACE or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.37 Swimming, Fishing and Boating. Swimming and fishing are prohibited within any of the retention/detention areas within the boundaries of BAYSIDE TERRACE. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any water body.

12.38 Swimming Pools and Spas. No above-ground pools or in-ground pools shall be permitted within any Lot. Hot tubs, spas and related appurtenances shall not be permitted.

12.39 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner or its Immediate Family Member, Lessees, guests or invitees on, over or from any Lot or Common Area within BAYSIDE TERRACE, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, Lessees, guests or invitees.

12.40 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, Immediate Family Members, guests, Lessees and invitees.

12.41 Visibility on Corners. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be

maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.42 Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

12.43 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the Association in their natural state.

12.44 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

12.45 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Common Areas.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall maintain insurance coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. The Association shall procure for the Common Areas only commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, the Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. The Association is required to obtain and maintain insurance for all Homes in accordance with this Section 14.2. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, as applicable, and remove the debris. Notwithstanding the foregoing, Owners are required to obtain insurance coverage at their own expense for personal property and fixtures within the boundaries of the Lot, including, without limitation, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Home, as well as any other personal property items within Lot and Home. Owners also should obtain personal liability and loss of use coverage as the Association shall have no responsibility for such coverage. Insurance policies issued to individual Owners shall provide the coverage afforded by such policies in excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims related to replacement of sod, flooding, wear, tear and deterioration over time, or intentional acts or claims against an Owner due to accidents occurring within his or her Lot, or theft loss to the contents of any Owner's Lot. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by the Association, including, without limitation, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Home, as well as any other personal property items and contents such Owner's Home. Each insurance policy issued to an individual Owner providing such coverage shall be without rights of subrogation against the Association. The costs of all insurance maintained by the Association and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, shall be part of the Operating Expenses and each Owner shall pay an equal share of such costs. The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Home shall be assessed against the respective Lot(s) as an Individual Assessment.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Association shall process an insurance claim for such Home and commence reconstruction and/or repair of the Home with insurance proceeds. Such reconstruction and/or repair of the Home shall be commenced within sixty (60) days of the Association's receipt of the insurance proceeds applicable to such Home.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by Section 14.2.2 shall be in accordance with the Community

Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of BAYSIDE TERRACE.

14.2.4 Additional Rights of the Association. Each Owner, by acceptance of a deed to their Lot, irrevocably authorizes the Association to perform the reconstruction and/or repair of their damaged or destroyed Home. All repairs or reconstruction performed by the Association shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform reconstruction and/or repair of a damaged or destroyed Home covered by the insurance policy purchased by the Association. The Board may levy an Individual Assessment against the affected Owner in whatever amount sufficient to adequately pay for repairs or reconstruction of the affected Homes to the extent insurance proceeds are not sufficient.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

14.3 Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

14.4 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas and Homes to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

14.7 Cost of Payment of Premiums and Deductibles. Except as otherwise provided herein, the costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, are Operating Expenses. The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Home shall be assessed against the respective Lot(s) as an Individual Assessment.

14.8 Declarant has No Liability. Notwithstanding anything to the contrary in this Section 14, the Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.9 Additional Insured. Prior to the Community Completion Date, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, its Immediate Family Members, Lessees, guests and invitees, and every owner of an interest in BAYSIDE TERRACE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended;

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas;

15.1.3 The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2017);

15.1.4 The right of the Association to suspend the right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessment levied against that Owner remains unpaid;

15.1.5 The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

15.1.6 The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

15.1.7 The perpetual right of the Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give the Declarant unfettered access, ingress and egress to the Common Areas so the Declarant and/or its agents can perform all tests and inspections deemed necessary by the Declarant. The Declarant shall have the right to make all repairs and replacements deemed necessary by the Declarant. At no time shall the Association or any Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by the Declarant relative to any portion of the Common Areas;

15.1.8 The rights of the Declarant and/or the Association reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

15.1.9 An Owner relinquishes use of the Common Areas during the time that a Home is leased to a Lessee.

15.2 Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Owners, their Lessees, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas, as may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself and its nominees, over, upon, across, and under BAYSIDE TERRACE as may be required in connection with the development of BAYSIDE TERRACE, and/or other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, or any portion of BAYSIDE TERRACE, and/or other lands designated by the

Declarant. Without limiting the foregoing, the Declarant specifically reserves the right to use all paved roads and rights of way within BAYSIDE TERRACE for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the Declarant's use of the Common Areas. The Declarant may market other residences and commercial properties located outside of BAYSIDE TERRACE from the Declarant's sales facilities located within BAYSIDE TERRACE. The Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of the Declarant, shall be construed as broadly as possible and supplement the rights of the Declarant set forth in Section 21 of this Declaration. At no time shall the Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to the Owner's Lessees, subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. Any such delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to the Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through BAYSIDE TERRACE (including Lots, Parcels and/or Homes) for utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across BAYSIDE TERRACE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, SWFWMD, the County, and/or any federal agency having jurisdiction over BAYSIDE TERRACE over, across and upon BAYSIDE TERRACE for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i)

improvements installed by the Declarant, (ii) landscaping of the SWMS, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of BAYSIDE TERRACE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through BAYSIDE TERRACE and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Blanket Easement in favor of the Association. The Association is hereby granted an easement over all of BAYSIDE TERRACE, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.11 Utility Easement. Certain Lots within BAYSIDE TERRACE contain certain underground or under-slab utilities, including, without limitation, electric, water, sewer, cable or other utilities ("Utilities") that serve other Lots within BAYSIDE TERRACE. An easement (the "Utility Easement") is hereby granted under, through and over the areas of each Lot upon which Utilities are actually located (the "Utility Easement Area"), as may be required from time to time in order to install, maintain, inspect, alter, repair, replace or remove (collectively, "Maintain") the pipes, wires, ducts, vents, cables, conduits, apparatus and other facilities for such Utilities. The Utility Easement shall be in favor of (i) the other Owners whose Lots are served by such Utilities (each, a "Benefitted Owner"), (ii) the entities providing such Utilities (each, a "Provider"), the Declarant and the Association. The easement rights granted hereunder shall exist so long as the easement does not materially and adversely affect the Owner's use and enjoyment of his or her Home as a residence. The Owners of the Lots encumbered by the Utility Easement shall be reimbursed for any material physical damage to his or her Home or Lot as a result of use of this easement by the Benefitted Owner(s), the Provider(s), the Declarant, or the Association. Notwithstanding any other provision hereof to the contrary, the Utility Easement Area shall be limited to the area upon which Utilities are actually located. An Owner shall do nothing within or outside his or her Home or Lot that interferes with or impairs, or may interfere with or impair, the provision of such Utilities or the use of the Utility Easement for the foregoing purposes. The Benefitted Owner(s), Provider(s), the Declarant, and the Association, and/or their respective agents shall have a right of access to each Lot to Maintain the Utilities and to remove any improvements interfering with or impairing such Utilities. Such right of access, except in the event of an emergency, shall only be exercised in a manner which causes the least disturbance to the improvements located upon the Lot encumbered by the Utility Easement and shall not unreasonably interfere with the Owner's use of the Home as a residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice to the Owner.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Party Walls.

16.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within BAYSIDE TERRACE that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The

foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

16.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her Home.

16.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

16.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

16.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

16.3.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

16.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

16.3.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments"). As Vacant Lots and Spec Lots (as defined herein) may not receive certain services, all Lots will not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and BAYSIDE TERRACE.

Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("**Special Assessments**");

17.2.3 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including, without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

17.2.5 Any specific assessment for costs incurred by the Association, or charges, fees or fines levied against a specific Lot or Lots, or the record title owner(s) thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.3 **Designation.** The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by the Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 **Allocation of Operating Expenses.**

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in BAYSIDE TERRACE conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by

the Declarant (a "**Spec Lot**") shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall the Declarant pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or the Declarant of any sums due.

17.5 General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner, except as provided herein. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees and interest (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members. The Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. The Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2017). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2017), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2017). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected in advance on a monthly basis.

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant.

17.10.3 The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.12 Resale Contribution. After the Home has been conveyed by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Association, or its Manager (as defined below), as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the

Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2017). Any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, the Declarant shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of BAYSIDE TERRACE subject to this Declaration from the Assessments, provided that such part of BAYSIDE TERRACE exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

17.19.2 Any of BAYSIDE TERRACE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request in writing the Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent the Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

18.4 Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

19. Architectural Control.

19.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to BAYSIDE TERRACE. The ACC shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. The Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as the Declarant with respect to the ACC.

19.2 Membership. There is no requirement that any member of the ACC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of BAYSIDE TERRACE. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within BAYSIDE TERRACE by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. The Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, the Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, THE DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING BAYSIDE TERRACE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW BAYSIDE TERRACE WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO

CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements approved by the ACC and previously constructed. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

19.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

19.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the applicant's receipt of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10 Variances. The Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in BAYSIDE TERRACE shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in BAYSIDE TERRACE shall be kept clear of construction vehicles, construction materials and debris at all times. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply

in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Contractors and their employees shall utilize those roadways and entrances into BAYSIDE TERRACE as are designated by the ACC for construction activities. The ACC shall have the right to require that Contractors' employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in BAYSIDE TERRACE.

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within BAYSIDE TERRACE. Each Owner shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within BAYSIDE TERRACE and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of BAYSIDE TERRACE at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, its Contractors, agents, and assigns, including, without limitation, improvements made or to be made to the Common Areas, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association.

19.19 Exculpation. The Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of the Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. The Association does hereby indemnify, defend and hold the Declarant and the ACC, and each of their members, officers, directors, shareholders and any related persons or corporations and their employees, harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or their members, officers and directors. The Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede the Declarant or the Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to any Lot or the Common Areas; or

20.1.5 Impede the Declarant from proceeding with or completing the development of BAYSIDE TERRACE; then the Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove

unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after receipt of such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by the Declarant and/or, where applicable, Owners and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with this Declaration. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. The Board may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2017), against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing delivered to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after receipt of notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors. Any fine in excess of One Thousand Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of BAYSIDE TERRACE and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of BAYSIDE TERRACE. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of BAYSIDE TERRACE, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of the Declarant. The Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of BAYSIDE TERRACE will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of BAYSIDE TERRACE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any

and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, the Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within BAYSIDE TERRACE and/or on the Common Areas without any charge for use. The Declarant, its agents, affiliates, or assignees shall have the right to market BAYSIDE TERRACE in advertisements and other media by making reference to BAYSIDE TERRACE, including, but not limited to, pictures or drawings of BAYSIDE TERRACE, Common Areas, Lots, Parcels and Homes constructed in BAYSIDE TERRACE. All logos, trademarks, and designs used in connection with BAYSIDE TERRACE are the property of the Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of the Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the declarant outside of BAYSIDE TERRACE.

21.5 Franchises. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Association may contract with a third party ("Manager") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, upon and across BAYSIDE TERRACE so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, the Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. Without limiting the foregoing, the Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, the Declarant may grant an easement for telecommunications systems, irrigation facilities, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. The Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by the Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of the Declarant which may be granted or denied in its sole discretion.

21.8 Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 Additional Development. If the Declarant withdraws portions of BAYSIDE TERRACE from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the

property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

21.10 Representations. The Declarant makes no representations concerning development both within and outside the boundaries of BAYSIDE TERRACE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on BAYSIDE TERRACE or adjacent to or near BAYSIDE TERRACE, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 [Intentionally Deleted]

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF BAYSIDE TERRACE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF BAYSIDE TERRACE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF BAYSIDE TERRACE AND THE VALUE THEREOF;

21.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PINELLAS COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.12.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BAYSIDE TERRACE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S

DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO, THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN PINELLAS COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PINELLAS COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND THE DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PINELLAS COUNTY, FLORIDA.

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT BAYSIDE TERRACE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.16 Duration of Rights. The rights of the Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment by the Declarant in an amendment to the Declaration recorded in the Public Records.

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of BAYSIDE TERRACE, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be

consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of BAYSIDE TERRACE without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in BAYSIDE TERRACE shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to deliver notice of the Declarant's approval or disapproval within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.19 Use Name of "BAYSIDE TERRACE". No person or entity shall use the name "BAYSIDE TERRACE," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover, the Declarant shall have the sole right to approve the use of BAYSIDE TERRACE name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "BAYSIDE TERRACE" in printed or promotional matter where such term is used solely to specify that particular property is located within BAYSIDE TERRACE.

21.20 Density Transfers. If the record title owner of a Parcel develops the Parcel so that the number of Lots contained in such Parcel is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the such party (with respect to that Parcel) shall inure to the benefit of the Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions, powers and reservations of the Declarant herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged and, at the Declarant's option, recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. The Declarant's plan of development for BAYSIDE TERRACE including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the

agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of BAYSIDE TERRACE, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to BAYSIDE TERRACE or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations under this Declaration or has failed to comply with any of the Declarant's obligations under law or the Common Areas are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant to repair or address, in the Declarant's sole option and expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing, or when transmitted by any form of Electronic Transmission in accordance with Section 24.12 below.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF BAYSIDE TERRACE ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO BAYSIDE TERRACE WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF BAYSIDE TERRACE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO BAYSIDE TERRACE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT

RESULTING DIRECTLY FROM THE DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF BAYSIDE TERRACE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title Documents"). The Declarant's plan of development for BAYSIDE TERRACE may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

24.9 Right to Contract for Telecommunications Services. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of BAYSIDE TERRACE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

24.10 Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24.11 Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.12 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

25. Surface Water Management System.

25.1 General. The Association shall be responsible for maintenance of SWMS in BAYSIDE TERRACE. All SWMS within BAYSIDE TERRACE, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the SWMS and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior written consent of SWFWMD. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within BAYSIDE TERRACE wetland mitigation areas or retention/detention areas, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost of such alterations, improvements or repairs shall be part of the Operating Expenses. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the Association, and the Declarant.

25.1.6 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

25.1.8 If the Association shall cease to exist, the SWMS shall be transferred to, accepted and maintained by an entity in accordance with 12.3.3(c)(6) of the Environmental Resource Permit Applicant's Handbook Volume 1 dated effective October 1, 2013.

25.1.9 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or Plat unless prior approval is received from SWFWMD pursuant to environmental resource permitting.

25.1.10 Each Owner within BAYSIDE TERRACE at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

25.1.11 Owners shall not remove native vegetation (including cattails) that becomes established within the retention/detention areas abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the retention/detention areas to SWFWMD.

25.2 Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment that would affect the SWMS must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the Permit.

25.3 Mitigation Area Monitoring. In the event BAYSIDE TERRACE has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD and/or any applicable governmental agencies having jurisdiction determine that the area(s) is successful in accordance with the Permit and all other applicable permits or regulatory requirements. The Association shall perform all wetland mitigation monitoring in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance.

25.4 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the County, SWFWMD or any governmental agencies having jurisdiction. Owners of Lots abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WETLAND CONSERVATION AREAS IN BAYSIDE TERRACE; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THE WATER LEVELS OF ALL WETLAND CONSERVATION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR

AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.5 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with BAYSIDE TERRACE. Activities prohibited within the conservation areas include, but are not limited to, the following:

25.5.1 No structures or construction of any kind may be erected;

25.5.2 No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted;

25.5.3 No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system;

25.5.4 No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas;

25.5.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.5.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.5.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

25.5.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

25.5.9 No Owner within BAYSIDE TERRACE may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and Plat, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from SWFWMD; and

25.5.10 Each Owner within BAYSIDE TERRACE at the time of construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

LOTS MAY CONTAIN OR ABUT WETLAND CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR EXCEPT TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

26. Resolution of Disputes.

26.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **"Disputes"** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Declaration or any dealings between the Lot Owner and the Declarant; (2) arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Declarant's representatives; (3) relating to personal injury or property damage alleged to have been sustained by the Owner, the Owner's children or other occupants of the Lot; or (4) issues of formation, validity or enforceability of this Section 26. Each Owner agrees to the foregoing on behalf of his or her children and other occupants of the Lot with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

26.2 Any and all mediations commenced by any Owner or the Declarant shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

26.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Lot Owner and the Declarant, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

26.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed to a Lot, each Owner specifically agrees (i) that any Dispute involving the Declarant's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that the Declarant may, at its sole election, include the Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the

mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

26.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Lot, each Owner specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed to a Lot, each Owner agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

26.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

26.7 An Owner may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

26.8 The Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

26.8.1 Notwithstanding the requirements of arbitration stated in this Section 26, each Owner shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

26.8.2 Prior to Turnover, the Declarant agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

26.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

26.9 Notwithstanding the foregoing, if either the Declarant or an Owner seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.


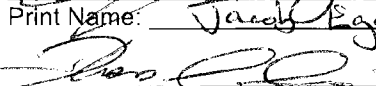
26.10 THE DECLARANT AND, EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING

RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS THE DECLARANT FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 26.4 ABOVE.

[Signatures on the Following Page]

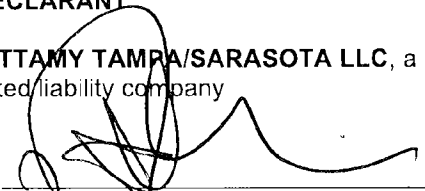
IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 9 day of January, 2018.

WITNESSES:


Print Name: Jacob Egan

Print Name: Thomas Greaves

"DECLARANT"

MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company

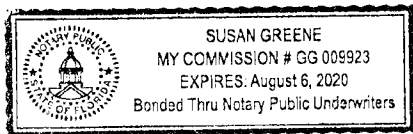
By: 
Name: Matt O'Brien
Title: Vice President

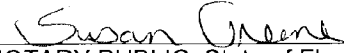
[Company Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 9 day of January, 2018 by Matt O'Brien, as Vice President of MATTAMY TAMPA/SARASOTA LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires:



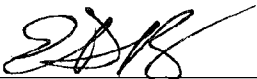
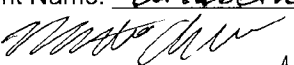

NOTARY PUBLIC, State of Florida at Large
Print Name Susan Greene

JOINDER

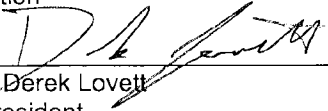
BAYSIDE TERRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the COMMUNITY DECLARATION FOR BAYSIDE TERRACE (the "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of January, 2018.

WITNESSES:


Print Name: Elizabeth DeBoso

Print Name: Matthew Anderson

BAYSIDE TERRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation


By: 
Name: Derek Lovett
Title: President

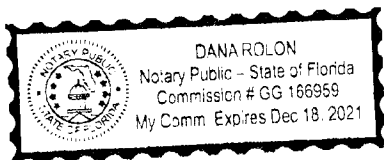
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 5 day of January, 2018, by Derek Lovett, as President of BAYSIDE TERRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced as identification.

My commission expires: 12-18-21


NOTARY PUBLIC, State of Florida at Large
Print Name: DANA Rolon



**EXHIBIT 1
LEGAL DESCRIPTION**

PARCEL 1:

Lots 1 through 19, Block 14, SECTION NO.1 WEST OLDSMAR, according to the plat thereof as recorded in Plat Book 9, page 79 of the Public Records of Pinellas County, Florida.

PARCEL 2:

Lots 1, 2, 3, 4, 5 and 6, Block 15, SECTION NO. 1 WEST OLDSMAR, according to the plat thereof as recorded in Plat Book 9, page 79, of the Public Records of Pinellas County, Florida.

PARCEL 3:

Lot "S", Block 15, of SECTION NO. 1 OF WEST OLDSMAR, according to the plat thereof as recorded in Plat Book 9, page 79, Public Records of Pinellas County, Florida, also described as unsubdivided Lot South of and abutting Lot 1 of Block 15 SECTION NO. 1 WEST OLDSMAR, in Section 22, Township 28 South, Range 16 East, according to the map or plat thereof as recorded in the Public Records of Pinellas County, Florida, and more particularly described as follows:

Commencing at the Northwestern corner of Lot 1, Block 15 of the plat of SECTION NO. 1 WEST OLDSMAR as recorded in the Public Records of Pinellas County, Florida, in Plat Book 9, on Page 79 and running thence South 39°18'16" East along the Southwesterly line of said Lot 1, 186.70 feet to the Northwestern line of Highway State Road 580; thence South 44°48'27" West along the Northwestern line of said State Road 580 a distance of 305.7 feet; thence North 40°58'33" West 81.2 feet; thence North 36°55'27" East 148 feet; thence North 18°41'52" East 191.86 feet to the Point of Beginning.

Less and except that part of the aforesaid Parcels as described in Order of Taking recorded in Official Records Book 6148, Page 1934, Public Records of Pinellas County, Florida.

PARCEL 4:

Beginning at the most Northerly corner of Lot 6, Block 15, SECTION NO. 1, WEST OLDSMAR, as recorded in Plat Book 9, page 79, Public Records of Pinellas County, Florida; thence on a curve to the right along the West boundary of Shore Boulevard, having a radius of 730 feet and a chord length 137.10 feet bearing South 46°48'02" East; thence South 56°04'12" West 210.29 feet to the intersection with the Northwestern boundary of said Lot 6; thence North 19°26'12" East 224 feet along the Northwestern boundary of Lot 6 to the Point of Beginning, and commencing at the most Northerly corner of Lot 6, Block 15, SECTION NO. 1, WEST OLDSMAR, as recorded in Plat Book 9, page 79, Public Records of Pinellas County, Florida, thence South 19°26'12" West 102.97 feet along the Northwestern boundary of said Lot 6 for a Point of Beginning; thence continuing along the Northwestern boundary of Lot 6, South 19°26'12" West 158 feet to the intersection with the High Water Mark of Old Tampa Bay, thence North 34°06'41" West 20 feet, following the meanderings of said High Water Mark, thence North 25°43'10" East 147 feet to the Point of Beginning.

PARCEL 5:

A parcel of submerged land in Old Tampa Bay, adjacent to and South of Lots 3, 4, 5 and 6, Block 15, SECTION NO. 1 OF WEST OLDSMAR, Florida, as recorded in Plat Book 9, page 79, Pinellas County Records, more particularly described as follows:

Commencing at the Northeast corner of Block 15, said corner being 2030 feet West and 755 feet South of the Northeast corner of the Northeast quarter of Section 22, Township 28 South, Range 16 East; thence on a curve to the right 150 feet, the radius of which is 730 feet and whose chord length is 149.74 feet bearing North 39°18'22" West along the West boundary of Shore Boulevard to the Northeast corner of Lot 2; thence South 56°35'40" West 199.7 feet along the North boundary of Lots 1 and 2 to the intersection

with the High Water Mark of Tampa Bay for a Point of Beginning; thence continuing in line with the said North boundary projected South 56°35'40" West 468.5 feet; thence North 18°35'40" East 549.4 feet to the said High Water Mark; thence South 39°24'30" East 340.11 feet more or less following the meanderings of said High Water Mark to the Point of Beginning, lying and being in Section 22, Township 28 South, Range 16 East, Pinellas County, Florida.

PARCEL 6:

A parcel of land lying Westerly of Block 15 of the Plat of SECTION NO. 1 WEST OLDSMAR, as recorded in Plat Book 9, Page 79, of the Public Records of Pinellas County, Florida, and Easterly of the Mean High Water Line of Old Tampa Bay.

Said parcel being described as follows:

Begin at the Northwestern corner of Lot 1 of the aforementioned Plat of SECTION NO. 1 WEST OLDSMAR and go South 56°35'40" West, 31.45 feet to the face of a seawall which delineates the Mean High Water Line of Old Tampa Bay; thence following the face of seawall the following courses and distances; North 00°43'23" East 6.41 feet; North 38°24'28" West, 45.35 feet; North 37°03'27" West, 64.55 feet; North 37°29'23" West, 70.95 feet; North 42°26'27" West, 22.85 feet; South 45°28'33" West, 3.39 feet; North 38°06'02" West, 120.85 feet; South 57°03'15" West, 10.45 feet; thence, leaving said face of seawall, North 18°35'40" East, 16.45 feet, thence North 03°43'08" West, 23.64 feet; thence South 34°06'41" East, 20.00 feet; thence North 19°26'12" East, 36.97 feet; thence North 56°04'12" East 28.23 feet to a point on a curve on the Westerly lot line of Lot 6, Block 15 of the aforementioned Plat of SECTION NO. 1 WEST OLDSMAR; thence, along the Westerly lot line of Lot 6, Lot 5 and Lot 4, Block 15, along a curve to the right having a radius of 550.00 feet, an arc length of 199.49 feet, a chord length of 198.40 feet and a chord bearing of South 33°29'29" East to a point of reverse curvature; thence along the Westerly lot lines of Lot 4 and Lot 3, Block 15 of the aforesaid Plat of SECTION NO. 1 WEST OLDSMAR, along a curve to the left having a radius of 910.00 feet, an arc length of 163.85 feet, a chord length of 163.63 feet and a chord bearing of South 28°15'31" East, to the Point of Beginning.

PARCEL 7:

A parcel of land lying Westerly of:

Lot "S", Block 15, of SECTION NO. 1 OF WEST OLDSMAR, according to the Plat thereof as recorded in Plat Book 9, Page 79, Public Records of Pinellas County, Florida, also described as unsubdivided Lot South of and abutting Lot 1 of Block 15 SECTION NO. 1 WEST OLDSMAR, in Section 22, Township 28 South, Range 16 East, according to the Map or Plat thereof as recorded in the Public Records of Pinellas County, Florida, and more particularly described as follows:

Commencing at the Northwestern corner of Lot 1, Block 15 of the Plat of SECTION NO. 1 WEST OLDSMAR as recorded in the Public Records of Pinellas County, Florida, in Plat Book 9, Page 79 and running thence South 39°18'16" East along the Southwesterly line of said Lot 1, 186.70 feet to the Northwestern line of Highway State Road 580; thence South 44°48'27" West along the Northwestern line of said State Road 580 a distance of 305.7 feet; thence North 40°58'33" West 81.2 feet; thence North 36°55'27" East 148 feet; thence North 18°41'52" East, 191.86 feet to the Point of Beginning.

LESS AND EXCEPT that part of the aforesaid Parcel as described in Order of Taking recorded in Official Records Book 6148, Page 1934, Public Records of Pinellas County, Florida.

AND Easterly of the Mean High Water Line of Old Tampa Bay.

Said parcel being described as follows:

Begin at the Northwestern corner of Lot 1, Block 15 of the Plat of SECTION NO. 1 WEST OLDSMAR, as recorded in Plat Book 9, Page 79 of the Public Records of Pinellas County, Florida and go South

BAYSIDE TERRACE
Declaration

18°41'52" West, 191.86 feet along the Westerly lot line of Lot "S", Block 15 according to the aforementioned Plat of SECTION NO. 1 WEST OLDSMAR; thence South 36°55'27" West, along said Westerly lot line, 95.23 feet; thence North 53°57'20" West, 16.44 feet to the face of a seawall which delineates the Mean High Water Line of Old Tampa Bay; thence along the aforementioned face of seawall the following courses and distances: North 33°17'02" East, 58.04 feet; North 33°13'47" East, 60.19 feet; North 18°40'38" East, 50.86 feet; North 19°59'21" East, 66.51 feet; North 08°59'02" East, 11.28 feet; North 00°43'23" East, 10.18 feet; thence, leaving said face of seawall North 56°35'40" East, 31.45 feet to the Point of Beginning.

PARCEL 8:

Lot 1 less the Easterly 60 feet thereof, and all of Lots 2, 3, 4, and 5, Block 20, SECTION NO. 1 WEST OLDSMAR, according to the map or plat thereof as recorded in Plat Book 9, Page 79, of the Public Records of Pinellas County, Florida; said Easterly 60 feet of Lot 1, Block 20, being described as follows: Beginning at the Southeast corner of Lot 1, Block 20, and run thence North 48°19' West, 60 feet thence run North 29°37' East, 184.40 feet, run thence South 48°19', East 60 feet, run thence Southwesterly along the Easterly boundary of Lot 1 to the Point of Beginning.

TOGETHER WITH BUT WITHOUT WARRANTY;

The unnumbered block Southwest of Block 20, SECTION NO. 1 WEST OLDSMAR, according to the map or plat thereof as recorded in Plat Book 9, Page 79, of the Public Records of Pinellas County, Florida.

PARCEL 9:

Lot 19, 20 and 21, Block 16, and the Easterly 60 feet of Lot 1, Block 20, all being in SECTION NO. 1 WEST OLDSMAR, according to map or plat thereof as recorded in Plat Book 9, Page 79 of the Public Records of Pinellas County, Florida; said Easterly 60 feet of Lot 1, Block 20, being described as follows: Beginning at the Southeast corner of Lot 1, Block 20, and run thence North 48°19' West, 60 feet thence run North 29°37' East, 184.40 feet, run thence South 48°19', East 60 feet, run thence Southwesterly along the Easterly boundary of Lot 1 to the Point of Beginning.

AND

Begin at the Southerly corner of Lot 21, Block 16, SECTION NO. 1 WEST OLDSMAR as recorded in Plat Book 9, Page 79. Public Records of Pinellas County, Florida, thence run Southeasterly along the Northerly right of way line of unopened Shore Blvd.; thence run Southwesterly 41.00 feet to a point on the centerline of unopened Shore Blvd., for the POINT OF BEGINNING; thence run South 45°21' East, along said centerline, 427.50 feet, thence South 18°58'40" West 44.38 feet to the Northwest corner of Lot 6, Block 15, of aforementioned SECTION NO. 1 WEST OLDSMAR; thence continue South 18°58'40" West, 100.00 feet; thence South 25°15'38" West, 147.00 feet to the Mean High Water mark of Old Tampa Bay; thence run Northwesterly along said Mean High Water mark 468.3 feet more or less; thence run North 32° East, 340.00 feet more or less to the Point of Beginning.

AND

A tract of land lying in and being a part of Government Lots 2 and 3 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 16 East, Begin at the most Southerly corner of Lot 21 Block 16, of SECTION NO. 1 WEST OLDSMAR, according to the plat thereof recorded in Plat Book 9 page 79, Public records of Pinellas County, Florida, for the Point of Beginning; thence run Northeasterly along the East boundary of Lots 19, 20 and 21 in said Block 16 to the most Easterly corner of said Lot 19, thence Southeasterly along the Southerly boundary of Lots 11, 12, 13, 14, 15 and 18, a distance of 500 feet more or less to the most Southerly corner of said Lot 11, thence Southwesterly along the Westerly boundary of Lots 2, 3, 4, 5 and 10, to the most Westerly corner of said Lot 2; thence continue Southwesterly along said Westerly boundary extended to the intersection with the centerline of Shore Blvd., thence Northwesterly on the centerline of proposed right of way of Shore Blvd., to a point on said

centerline which intersects the extension of the Easterly boundary line of Lot 21; thence Northeasterly 40 feet to the Point of Beginning. LESS AND EXCEPT the following described parcel: Begin at the most Southerly corner of Lot 21, Block 16 of said SECTION NO. 1 WEST OLDSMAR for the Point of Beginning; thence run Northeasterly along the East boundary of Lots 19, 20 and 21 of said Block 16 to the most Easterly corner of Lot 19; thence Southeasterly along the Southerly boundary of Lots 14, 15, and 18 of said Block 16, a distance of 160 feet; thence Southwesterly parallel to said Lots 19, 20 and 21 to the intersection of the centerline of abovementioned proposed right of way of Shore Blvd., thence Northwesterly along said centerline to a point on said centerline which intersects the extension of the Easterly boundary line of Lot 21, thence Northeasterly 40 feet to the Point of Beginning.

AND

A tract of land in Section 22, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 1, Block 20, SECTION NO. 1 WEST OLDSMAR, as recorded in Plat Book 9 page 79, Public records of Pinellas County, Florida, and run thence Northeasterly, 348.87 feet, along the East boundary of Lots 19, 20 and 21, to the Northeast corner of Lot 19, in said Block 16; thence Southeasterly along the Southerly line of Lots 14, 15, and 18 of said Block 16, 160.0 feet; thence Southwesterly, parallel to said Lots 19, 20, and 21, 683.36 feet more or less to the High Water Mark in Oldsmar Bay; thence Northwesterly 160.0 feet more or less along the High Water Mark of Oldsmar Bay to a point on the Southerly extension of the Easterly line of Lot 1, in Block 20 of said plat; thence Northeasterly, 334.50 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof conveyed to Pinellas County, as shown in Official Record Book 4757 page 291, Public Records of Pinellas County, Florida.

ALL OF THE ABOVE BEING ALSO DESCRIBED AS FOLLOWS:

A portion of land lying in Section 22, Township 28 South, Range 16 East, Pinellas County, Florida, being described as follows:

Begin at the most Northerly corner of Lot 13, Block 14, SECTION NO. 1, WEST OLDSMAR, according to the Plat thereof as recorded in Plat Book 9, page 79 of the Public Records of Pinellas County, Florida and run S. 45°11'33" E., along the Southwest right-of-way line of St. Clair Avenue, 421.43 feet to the Northwesterly right-of-way line of State Road No. 580; thence, leaving said Southwest right-of-way line, S.44°46'47" W., along the Northwesterly right-of-way line of State Road No. 580, 540.07 feet to the Northeasterly right-of-way line of Shore Boulevard; thence leaving said Northwesterly right-of-way line, along the Northeasterly right-of-way line of Shore Boulevard, along a non-tangent curve to the right having a radius of 650.00 feet, an arc length of 256.47 feet, a chord length of 254.81 feet and a chord bearing of N. 31°27'17" W., thence leaving said right-of-way line of Shore Boulevard, along the Southerly right-of-way line of Arch Avenue, along a curve to the right having a radius of 302.00 feet, an arc length of 342.38 feet, a chord length of 324.34 feet, and a chord bearing of N. 12°19'43" E., thence continuing along said Southerly right-of-way line, N. 44°48'27" E., 205.95 feet to the Point of Beginning.

AND

A portion of Section 22, Township 28 South, Range 16 East, Pinellas County, Florida, described as follows:

Begin at the most Southerly corner of Lot 21, Block 16, SECTION NO. 1, WEST OLDSMAR, as recorded in Plat Book 9, page 79 of the Public Records of Pinellas County, Florida and run N. 45°17'14" W., along the northerly right-of-way line of Shore Boulevard, 41.55 feet to the Southerly right-of-way line of Meriden Avenue; thence, leaving said Northerly right-of-way line, along a curve to the right having a radius of 1414.00 feet, an arc length of 261.19 feet, a chord length of 260.82 feet and a chord bearing of N. 40°03'53" E, along said Southerly right-of-way line, to the most Northerly corner of Lot 19, Block 16, of

said Plat of SECTION NO.1, WEST OLDSMAR; thence, leaving said Southerly right-of-way line, S. 55°20'39" E., along the Southwesterly boundary line of said Lot 18, 84.72 feet; thence, S. 56°33'31" E., along the Southwesterly boundary line of Lots 11, 12, 13, 14, 15 and 18, Block 16, of said Plat of SECTION NO.1 WEST OLDSMAR 399.87 feet; thence, leaving said Southwesterly boundary line, S. 19°20'36" W., along the Westerly boundary line of Lots 2, 3, 4, 5 and 11, Block 16, and its extension, 434.70 feet to the centerline of Shore Boulevard; thence, leaving said centerline, S. 19°26'12" W., along the Westerly right-of-way line of Shore Boulevard, 44.38 feet to the most Northerly corner of Lot 6, Block 15 of the said Plat of SECTION NO.1, WEST OLDSMAR; thence leaving said Westerly right-of-way line, along the Southwesterly right-of-way line of Shore Boulevard, along a non-tangent curve to the right, having a radius of 730.00 feet an arc length of 370.62 feet a chord length of 366.65 feet and a chord bearing of S. 37°38'41" E., thence, continue along said Southwesterly right-of-way line, along a curve to the left, having a radius of 730.00 feet, an arc length of 235.70 feet, a chord length of 234.68 feet and a chord bearing of S. 32°21'01" E., to the Northwestern right-of-way line of State Road No. 580; thence, leaving the right-of-way line of Shore Boulevard, S. 38°53'25" W., along the Northwestern right-of-way line of State Road No. 580, 180.01 feet; thence, continue along said Northwestern right-of-way line, S. 45°44'10" W., 104.11 feet; thence, continue along said Northwestern right-of-way line, S. 43°13'18" W., 136.07 feet; thence, leaving said Northwestern right-of-way line, N. 53°57'20" W., 80.30 feet; thence, N. 33°17'02" E., 58.04 feet; thence, N. 33°13'47" E., 60.19 feet; thence, N. 18°40'38" E., 50.86 feet; thence, N. 19° 59'21" E., 66.51 feet; thence, N. 08°59'02" E., 11.28 feet; thence, N. 00°43'23" E., 10.18 feet; thence S. 56°35'40" W., into the waters of Old Tampa Bay, 456.74 feet; thence N. 18°35'40" E., 549.40 feet, thence N 04°11'55" W., 23.30 feet to the mean high water line of Old Tampa Bay, thence along said mean high water line the following courses and distances: N. 07°32'35" W., 3.63 feet thence, N. 34°44'00" W., 53.52 feet; thence, N. 42°05'42" W., 36.33 feet; thence, N. 41°17'28" W., 36.89 feet; thence, N. 43°44'16" W, 46.96 feet; thence, N. 52°13'37" W., 62.79 feet; thence, N. 47°56'59" W., 46.43 feet; thence, N. 50°00'53" W., 38.81 feet; thence, N. 66°01'24" W., 28.07 feet; thence, N. 72°30'09" W., 37.52 feet; thence N. 79°57'01" W., 50.51 feet; thence, N. 70°01'43" W., 35.47 feet; thence, N. 32°21'36" W., 12.31 feet; thence, N. 86°39'28" W., 25.33 feet; thence, N. 83°34'47" W., 45.88 feet; thence, N. 59°05'21" W., 17.51 feet; thence, N. 50°31'40" E., 19.87 feet; thence, N. 30°09'59" E., 26.01 feet thence, N. 43°53'45" W., 49.16 feet; thence, N. 37°23'50" W., 61.36 feet; thence, N. 36°01'44" W., 38.39 feet; thence, N. 63°17'23" W., 19.58 feet; thence, N. 05°33'39" W., 25.59 feet; thence, N. 17°07'15" E., 29.67 feet; thence, N. 40°06'06" W., 15.31 feet, thence, N. 14°06'11" E., 22.05 feet, thence, N. 03°31'33" W., 38.59 feet; thence, N. 69°06'06" W., 22.98 feet; thence, S. 55°07'24" W., 16.77 feet; thence, S. 53°36'22" W., 25.50 feet; thence, N. 73° 09'33" W., 15.26 feet; thence, S. 48°27'53" W., 27.03 feet; thence, N. 05°00'03" E., 27.07 feet; thence, N. 44°45'09" W., 21.89 feet; thence, S. 77°36'09" W., 31.23 feet; thence, N. 65°14'07" W., 5.58 feet to the East right-of-way line of the Seaboard Coastline Railroad; thence leaving said mean high water line, along said East right-of-way line, along a curve to the right having a radius of 1606.00 feet, an arc length of 305.33 feet, a chord length of 304.87 feet and a chord bearing of N. 28°57'48" E., to the Southerly right-of-way line of Shore Boulevard; thence leaving said East right-of-way line of the Seaboard Coastline Railroad, S. 45°17'14" E., along the Southerly right-of-way line of Shore Boulevard, 299.68 feet; thence leaving said Southerly right-of-way line, N. 32°18'42" E., 81.91 feet to the Northerly right-of-way line of Shore Boulevard; thence N. 45°17'14" W., along said Northerly right-of-way line, 5.00 feet to the Point of Beginning.

PARCEL 10: INTENTIONALLY DELETED

PARCEL 11:

Lots 1, 2, 3, 4, 5, 8, 9 and 10, Block 16, Map of Section No. 1, West Oldsmar, according to the map or plat thereof, as recorded in Plat Book 9, Page 79, of the Public Records of Pinellas County, Florida, being described as follows:

Begin at the most Southerly corner of Lot 6 of said Plat of Section No. 1, West Oldsmar, and run S. 44°48'27" W., along the Southerly lot line of Lots 4 and 5, of said Plat, also being the Northerly right-of-way line of Arch Avenue, 55.95 feet; thence, along the Southerly lot line of Lots 1, 3, and 4 of said Plat of Section No. 1, West Oldsmar, along a curve to the left having a radius of 352.00 feet, an arc length of

BAYSIDE TERRACE
Declaration

177.66 feet, a chord length of 175.76 feet and a chord bearing of S. 30°20'54" W., thence, continuing along the Southerly lot line of said Lot 1, along a curve to the right having a radius of 40.00 feet, an arc length of 85.78 feet, a chord length of 70.26 feet and a chord bearing of S.77°19'41" W., thence, along the Southwesterly lot line of Lots 1 and 2 of said Plat of Section No. 1, West Oldsmar, also being the Northeasterly right-of-way line of Shore Boulevard, along a curve to the left having a radius of 810.00 feet, an arc length of 181.37 feet, and chord length of 180.99 feet and a chord bearing of N. 47°38'56" W., to the most Westerly corner of said Lot 2; thence, leaving said Northeasterly right-of-way line of Shore Boulevard, N. 19°20'36" E., along the Northwesterly lot line of Lots 2, 3, 4 and 5, of said Plat of Section No. 1, West Oldsmar, 324.71 feet, to the most Northerly corner of said Lot 5; thence leaving said Northwesterly lot line, S. 45°11'33" E., along the Northeasterly lot line of said Lot 5, 34.32 feet to the most Westerly corner of said Lot 10 of Section No. 1, West Oldsmar; thence leaving the Northeasterly lot line of said Lot 5, N. 44°48'27" E., along the Northwesterly lot line of said Lot 10, 150.00 feet to the most Northerly corner of said Lot 10; thence leaving said Northwesterly lot line of said Lot 10, S. 45°11'33" E., along the Northeasterly lot line of Lots 8, 9 and 10, of said Plat, also being the Southwesterly right-of-way line of St. Clair Avenue, 180.00 feet to the most Easterly corner of said Lot 8; thence leaving said right-of-way line, S. 44°48'27" W., along the Southeasterly lot line of said Lot 8, 150.00 feet to the most Southerly corner of said Lot 8; thence leaving the Southeasterly lot line of said Lot 8, S. 45°11'33" E., along the Northeasterly lot line of said Lot 5, 100.00 feet to the Point of Beginning.