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INDEX
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MASTER DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
OF CAYA COSTA

	<u>Page</u>
<u>Article I - Definitions</u>	
(a) "Articles"	1
(b) "Association"	2
(c) "Board"	2
(d) "By-Laws"	2
(e) "Common Properties"	2
(f) "Developer"	2
(g) "First Mortgagee"	2
(h) "Institutional Lender"	2
(i) "Lake"	2
(j) "Land Use Documents"	2
(k) "Living Unit"	2
(l) "Lot"	2
(m) "Member"	3
(n) "Notice"	3
(o) "Open Space"	3
(p) "Owner"	3
(q) "Periodic Assessment"	3
(r) "Plat"	3
(s) "The Properties"	3
(t) "Roads"	3
(u) "Rules"	3
(v) "Single Family"	3
(w) "Special Assessment"	3
(x) "Turnover"	4
(y) "Unimproved Lot"	4
 <u>Article II - Property Subject To This Declaration</u>	
 <u>Article III - Membership And Voting Rights</u>	
<u>In The Association: Turnover</u>	
Section 1. Membership	4
Section 2. Voting Rights	4
Section 3. Turnover	5
Section 4. Additional Membership Categories	5
 <u>Article IV - Property Rights In The Common Properties</u>	
Section 1. Title to Common Properties	5
Section 2. Members' Easements of Use and Enjoyment	5
Section 3. Limitation of Members' Easements	5
Section 4. Utility, Drainage, Irrigation and Boundary Line Easements	6
Section 5. Easement for Governmental, Health, Sanitation and Emergency Services	7
Section 6. Easement for Security Services	7
Section 7. Construction, Maintenance, and Repair of Easements	7
Section 8. Restricted Use	7
Section 9. Construction	7
Section 10. Right to Obstruct Easements	8
Section 11. Relocation of Easements	8
Section 12. Nonexclusive Easements	9
Section 13. Additional Easements	9

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	<u>Page</u>
<u>Article V - Covenant For Assessments</u>	
Section 1. Creation of the Lien and Personal Obligation of Assessments.	9
Section 2. Purpose of Assessments	9
Section 3. Date of Commencement of "Periodic Assessments"; Due Dates; Assessment Period	10
Section 4. Amount of Periodic Assessments.	10
Section 5. Special Assessments.	10
Section 6. Change in Amount of Periodic Assessment	10
Section 7. Duties of the Board of Directors	11
Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees; Resale Certificate	11
Section 9. Subordination of the Lien to Mortgages	11
Section 10. Exempt Property.	12
Section 11. Special Assessment for Capital Improvements	12
Section 12. Extraordinary Special Assessments.	12
<u>Article VI - Architectural Control Committee</u>	
Section 1. Members of Committee	12
Section 2. Review of Proposed Construction	13
Section 3. Meetings of the ACC.	13
Section 4. No Waiver of Future Approvals.	13
Section 5. Services of Professionals.	13
Section 6. Inspection of Work	14
Section 7. Non-Liability of ACC Members	14
Section 8. Variance	15
Section 9. Developer's Exemption.	15
Section 10. Attorneys' Fees.	15
<u>Article VII - Insurance</u>	
	15
<u>Article VIII - Maintenance Responsibilities of the Association and the Owners</u>	
Section 1. Preamble	16
Section 2. Maintenance of Lots and Living Units.	16
Section 3. Access at Reasonable Hours	17
Section 4. Maintenance of Common Areas.	17
Section 5. Management Services.	17
Section 6. Utility Services	17
<u>Article IX - Permitted and Prohibited Uses</u>	
Section 1. Clothes and Drying Facilities.	18
Section 2. Trash Containers	18
Section 3. Exterior Antenna	18
Section 4. Parking.	18
Section 5. Signs.	18
Section 6. Additional Temporary or Permanent Structures	18
Section 7. Animals.	18
Section 8. Commercial Activities.	19

	<u>Page</u>
<u>Article IX - Permitted and Prohibited Uses</u>	
Section 9. Air Conditioning Units and Reflective Materials	19
Section 10. Leases	19
Section 11. Destruction of a Living Unit .	19
Section 12. Mailboxes.	20
Section 13. Prohibition of Nuisances	20
Section 14. Hazardous Materials.	20
Section 15. Variances.	20
Section 16. Additional Rules and Regulations.	20
Section 17. Right to Abate Violations. . . .	20
Section 18. Exemption for Developer; Developer's Easements.	20
<u>Article X - Enforcement Provisions</u>	
Section 1. Rules and Regulations.	20
Section 2. Enforcement - General.	20
<u>Article XI - General Provisions</u>	
Section 1. Duration	21
Section 2. Enforcement.	21
Section 3. Severability	21
Section 4. Amendment.	21
Section 5. Temporary Committees	22
Section 6. Conflict	22
Section 7. Withdrawal	22
Section 8. Indemnity.	22
Section 9. Terms.	22
Section 10. Florida Contract	22
Section 11. Acceptance	22

MASTER DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTSOFCAYA COSTA

THIS DECLARATION made this 15th day of June, 1984, by BRUCE/WILLIAMS, INC., a Florida corporation, and PINELLAS SERVICE CORPORATION, a Florida corporation, d/b/a/ RENAISSANCE III JOINT VENTURE, a Florida joint venture (the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of such community, which community has been named by the Developer as "Caya Costa"; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and to this end, the Developer desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an entity to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and

WHEREAS, the Developer has incorporated under the laws of the State of Florida CAYA COSTA COMMUNITY ASSOCIATION, INC. for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE IDEFINITIONS

Section 1. The following words when used in this Declaration of Covenants, Restrictions, and Easements of Caya Costa (hereinafter called "Declaration") shall have the following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(b) "Association" shall mean and refer to the Caya Costa Community Association, Inc., its successors and assigns, whose purpose is to administer The Properties in accordance with the provisions of this Declaration and the governing documents of the Association.

(c) "Board" shall mean and refer to the Board of Directors or other representative body responsible for administration of the Association.

(d) "By-Laws" shall mean and refer to the By-Laws of the Association.

(e) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties which are intended to be devoted to the common use and enjoyment of the owners of The Properties and are referred to on the plat as "Common Areas," "Common Elements," or "Common Properties". Common Properties (whether or not said items are specifically depicted on the Plat) shall include, but not be limited to, the following: open air pavilion, swimming pool or pools, tennis facilities, green spaces, lakes, roads, parking areas, paths, walkways, as well as any additional parcels of land on the Plat as the Developer may from time to time designate as Common Properties.

(f) "Developer" shall mean and refer to BRUCE/WILLIAMS, INC., a Florida corporation, and PINELLAS SERVICE CORPORATION, a Florida corporation, d/b/a/ RENAISSANCE III JOINT VENTURE, a Florida joint venture, and their successors and assigns.

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

(h) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities.

(i) "Lake" shall mean and refer to those certain areas designated a Tract 7 or otherwise shown as a lake(s) on the Plat, as well as to any other lake(s) created on The Properties at any time after the recording of the Plat.

(j) "Land Use Documents" shall mean and refer to this Declaration, the Articles, the By-Laws, the Rules, and any additional easements recorded as to The Properties.

(k) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a Single Family. By way of example but not limitation, the term "Living Unit" shall include a townhouse unit, detached living unit, or any other form of single-family residential dwelling.

(l) "Lot" shall mean and refer to that portion of land shown upon any recorded subdivision of The Properties which has been designated by the Developer to contain a Living Unit.

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

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

(1) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-Laws of the Association; or

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

(3) Notice given in any other manner provided in the By-Laws of the Association.

(o) "Open Space" shall mean and refer to those areas of The Properties which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and impervious areas.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a vested, present interest in any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(q) "Periodic Assessment" shall mean and refer to a share of the funds required for the payment of expenses properly incurred by the Association for construction, installation, improvement, maintenance, repair and such other obligations as are required by this Declaration.

(r) "Plat" shall mean and refer to the plat(s) referred to in Exhibit "A".

(s) "The Properties" shall mean and refer to all property which is subject to this Declaration under the provisions of Article II hereof.

(t) "Roads" shall mean and refer to those private streets, roads, terraces, drives, cul-de-sacs, courts, and avenues including the entire rights-of-way as designated and set forth on the Plat.

(u) "Rules" shall mean and refer to any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration or any other "Land Use Document".

(v) "Single Family" shall mean and refer to either a single person occupying a Living Unit and maintaining a household, or two (2) to six (6) persons related by blood, marriage, or adoption occupying a Living Unit and living together and maintaining a common household, or not more than four (4) unrelated persons occupying a Living Unit.

(w) "Special Assessment" shall mean and refer to an assessment, other than a Periodic Assessment, made for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, or for other purposes deemed appropriate by the Association.

(x) "Turnover" shall mean and refer to that date on which the Turnover meeting described in Article III, Section 3 hereinbelow is conducted.

(y) "Unimproved Lot" shall mean and refer to a Lot owned by the Developer for which a certificate of occupancy or completion for a Living Unit has not been issued by the appropriate governmental authority and which has not been conveyed by the Developer to a Class "A" Member.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of St. Petersburg in Pinellas County, Florida, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. Developer reserves the right to make such changes and/or modifications to the Plat as are required by appropriate governmental authorities.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN
THE ASSOCIATION: TURNOVER

Section 1. Membership. Every person or entity who is a record owner of a recorded vested interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class "A" - Class "A" Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The By-Laws may establish procedures for voting when the title to a Lot is held in the name of a corporation or other entity.

(b) Class "B"

(i) The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Section 1.

(ii) Notwithstanding any provision in this Declaration to the contrary, the Developer shall have the right to elect or appoint a majority of the Board until the occurrence of either of the following events:

(1) All Lots in the Development have been sold and conveyed by the Developer to third parties.

(2) The Developer in its sole discretion relinquishes its right to elect or appoint a majority of the Board.

(3) When some of the Lots have been sold and conveyed by the Developer to third parties and none of the others are being constructed on or offered for sale by the Developer in the ordinary course of business.

Upon the occurrence of either (1), (2) or (3) of this Subsection (b)(ii), the then existing Members shall be obligated to elect the Board and assume control of the Association.

Section 3. Turnover. Prior to ninety (90) days after the happening of the earlier of the events described in Subsection (b)(ii)(1), (2) or (3) hereinabove, the Association shall conduct a special meeting of the Membership (the "Turnover Meeting") for the purpose of electing officers and directors. Provided, however, that so long as the Developer is the Owner of one Lot, the Developer shall be entitled to appoint one (1) member of the Board.

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

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the Common Properties; but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns that it shall convey (and the Association shall accept such conveyance) the Common Properties to the Association no later than the date upon which Turnover of the Association takes place.

Section 2. Members' Easements of Use and Enjoyment. Subject to the provisions of Section 3 and the additional provisions of this Declaration, every Member, his agents, and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties, and each easement shall be appurtenant to and shall pass with the title to every Lot. Such easements of use and enjoyment shall include but not be limited to the Members' right of ingress and egress over the Roads and walkways on the Common Properties for purposes of access to a Lot or Living Unit, which right of ingress or egress shall not be subject to suspension as described in Section 3(b) below.

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

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to make Periodic Assessments and Special Assessments for maintaining and improving The Properties and to mortgage the Common Properties for the purpose of raising funds for the maintenance and improvement of The Properties; and

(b) the right of the Association, as provided in the Articles and By-Laws, to suspend the use and enjoyment rights of any Member for any period during which any assessment remains unpaid, or for a period that may be determined by the Board for any violation of this Declaration, the Articles, the By-Laws or the Rules; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions thereof, shall be effective unless an instrument is executed by the appropriate officers of the Association certifying that a special or regular meeting of Members called for such purpose was held; that thirty (30) days Notice was provided to each Member; and that a vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; and

(d) the right of the Developer, without approval of the Association or the Membership, to add to or delete parts of the Common Properties and to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration; and

(e) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, including the right to fine Members as provided in Article V of this Declaration. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth in this Declaration; and

Section 4. Utility, Drainage, Irrigation and Boundary Line Easements.

(a) There is reserved unto the Developer so long as it owns any portion of The Properties and to the Association reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities (including but not limited to water, sewer, electric, gas and other utility services, both publicly and privately operated), irrigation systems (including the installation of irrigation pumps) and drainage systems (including the installation of drainage pipes and ditches) on The Properties.

(b) There is reserved unto the Developer so long as it owns any portion of The Properties and to the Association an easement to install, repair, maintain, and operate an irrigation/sprinkler system on The Properties. As used herein the right to operate shall include the absolute right to govern when and for how long the irrigation/sprinkler system will be turned on.

(c) There is hereby granted to each Owner of a Lot on which a Living Unit is located (collectively the "Benefitted Lot") an easement onto adjacent Lot(s) (collectively the "Burdened Lot") for structural encroachments, as applicable, onto the Burdened Lot to the extent that such encroachments are part of the structure of the Living Unit as constructed by the Developer or are improvements to such encroachments as permitted by the ACC, as hereinafter defined. To the extent that the structural encroachment is a deck, patio, or screen enclosure, the Owner of the Benefitted Lot

shall have the right to use the structural encroachment for the reasonable and normal uses for which it was originally intended. The rights, benefits and liabilities created in this subsection (c) shall be perpetual in nature and shall run with the Benefitted Lot and the Burdened Lot and shall inure to and be the responsibility of the present Owner of all or any part of the fee simple title to the Benefitted Lot or the Burdened Lot and to their respective agents, lessees, tenants, guests and invitees. The Owner of the Benefitted Lot shall have the obligation as well as the right to repair and maintain the structural encroachment; provided, however, that to the extent the structural encroachment is to be maintained by the Association pursuant to this Declaration or the other Land Use Documents, the Owner of the Benefitted Lot shall have no such maintenance obligation.

Section 5. Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 6. Easement for Security Services. The Developer so long as it owns any portion of The Properties and the Association shall have the right to construct, improve, repair, and maintain a security guardhouse at the entranceway of The Properties to insure access to The Properties solely by the persons or entities permitted under this Declaration. The Developer and the Association shall likewise have the authority to hire security personnel or contract with a security firm to provide security services throughout The Properties, and in that regard the Developer, the Association, and any such security firm or personnel shall have a right of access throughout The Properties, except the Living Units, to provide such security services.

Section 7. Construction, Maintenance, and Repair of Easements. The Association shall assess the Members to provide the Association with sufficient funds to enable the Association to repair, maintain and, where applicable, construct the improvements to be constructed incident to the easements provided for herein and any other easements hereafter granted pursuant to this Declaration. All construction, improvements, maintenance or repairs of the easement areas shall be made in a first class manner and shall be in keeping with the general aesthetic standards of The Properties. The Association shall have a right of ingress and egress over The Properties to perform any such construction, maintenance, or repairs.

Section 8. Restricted Use. The use of any easement created hereunder and any other easements hereafter granted pursuant to this Declaration shall be subject to any and all rules and regulations of the Association and to the terms and provisions of this Declaration. The restrictions set forth in the preceding sentence shall not affect the Developer in any manner whatsoever, except as the Developer shall specifically permit in writing.

Section 9. Construction. The parties acknowledge that the Developer is presently developing and improving The Properties, including without limitation, the facilities contemplated by the various easements provided for in this Declaration; but such development and improvement will not be completed for a considerable period of time. The Association, on its own behalf and on behalf of the Owners, agrees that such

construction is specifically consented to in such manner as the Developer shall determine in its sole discretion, and without the right of the Association or Owners to give any guidance or instruction thereto. The absolute right of the Developer to so develop The Properties shall include, without limitation, the right to develop and construct any facilities within the easement areas in the manner in which the Developer deems appropriate. In no event shall the Association or the Owners have the right to restrict or prevent such construction or development, whether under a theory of public or private nuisance or otherwise.

Section 10. Right to Obstruct Easements.

(a) The Developer so long as it owns any portion of The Properties and the Association shall have the right to obstruct any easement for a reasonable period of time incident to any construction, improvement, repair or maintenance performed by them on The Properties; provided that the Developer and the Association shall, in such event, use their best efforts to minimize the inconvenience or disruption of use of such easement by others entitled to use such easement.

(b) Except as provided in Subparagraph (a) hereinabove, in no event shall the person or entities in whose favor easements are created or may be created under this Declaration permit obstruction of any easement or use of any easement for other than the permitted purposes.

Section 11. Relocation of Easements. The Developer so long as it owns any portion of The Properties and the Association shall have the right to relocate any easement (or portion thereof) created hereunder or which may be created at a later date pursuant to this Declaration, provided that the following conditions are met:

(a) In the event that the initial easement area was improved, said area shall be restored to its natural state at the cost and expense of the relocating party;

(b) In the event that the initial easement area was improved, the relocated easement area improvements shall be constructed in a comparable state and condition as that which existed in the initial easement area;

(c) The relocation of the easement shall not unreasonably prevent the use of the easement, as relocated, for the purposes for which it was initially created;

(d) The benefit of the easement, as relocated, for which it was initially created shall not be adversely affected;

(e) The prior written consent of the City of St. Petersburg shall be obtained as to any easement created pursuant to this Declaration which is in favor of the City of St. Petersburg; and

(f) Where applicable, the Developer or the Association, as applicable, shall execute an appropriate instrument in recordable form wherein it is agreed and specified that the particular easement is relocated from the initial area to an area described in such instrument, and such instrument shall be recorded in the public records of Pinellas County, Florida.

There shall be no legal necessity or requirement for the Owners, or their respective lessees, tenants, patrons, guests and invitees to execute or approve the legal format of the instrument referred to in Subparagraph (f) next above. Rather,

the execution of such instrument solely by the Developer or the Association, as applicable, shall be conclusively and ir-rebutably sufficient to cause the applicable easement to be relocated to the relocated area described in such instrument, and the initial area for the easement shall no longer be affected in any manner whatsoever by such easement as relocated. The recordation of such instrument in the public records of Pinellas County, Florida, shall constitute constructive notice and knowledge to all third parties to the effect that all of the above conditions have been complied with and that such easement has been relocated as aforesaid. There shall be no limitation as to the number of times an easement may be relocated, provided that the conditions set forth in this Section 11 shall be complied with in each instance in which the easement is relocated.

Section 12. Nonexclusive Easements. Each easement created hereunder shall be (without the necessity of restating such herein) nonexclusive and perpetual for the limited purposes set forth herein and subject to all of the terms and conditions of this Declaration. The Developer so long as it owns any portion of The Properties or the Association shall have the right to grant any other easement over the same area so long as it does not unreasonably interfere with the easement first granted.

Section 13. Additional Easements. In the event that the Developer creates additional easements in The Properties in the future, it shall be conclusively presumed by virtue of the Association executing this Declaration that the Association has assumed all of the obligations and duties set forth in such easement which are designated in the easement to be performed by the Association.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Developer, for each Lot owned by it within The Properties, hereby covenants and each Owner of any Lot, by acceptance of delivery of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Periodic Assessments; (2) Special Assessments for capital improvements and other expenditures that the Association deems appropriate, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) Extraordinary Special Assessments as more specifically described hereinbelow. The Periodic, Special and Extraordinary Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots and Living Units situated upon The Properties, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and

for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Date of Commencement of "Periodic Assessments"; Due Dates; Assessment Period. The Periodic Assessments provided for herein shall commence as to a Lot on the date of conveyance of such Lot by the Developer to a Class "A" Member (hereinafter called the "Commencement Date"), and shall thereafter be due on the first day of every "Assessment Period" as this term is defined in the By-Laws of the Association.

Section 4. Amount of Periodic Assessments. From the Commencement Date of Periodic Assessments until the Turnover Meeting, the initial Periodic Assessments for all Class "A" Members shall be established by the Developer. Except as hereinafter provided, no assessment shall be payable by the Class "B" Member.

Until the time of Turnover of the Association, the Developer shall not pay any Periodic Assessments or Special Assessments, but the Developer shall pay the difference in cost between the sum of all Periodic Assessments collected from Class "A" Members and the actual cost of operation of the Association. In the event of an increase in the actual cost of operation of the Association, the Developer may increase the Periodic Assessments prior to Turnover. Notwithstanding any provision that may be contained to the contrary in this Declaration, the Developer may at any time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Developer may again elect to follow the procedures specified in the two preceding sentences.

The Board, in accordance with the requirements for a change of a Periodic Assessment as provided in this Article V, may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover. For each twelve-month period thereafter, commencing on the first day of January (hereinafter called the "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board as set forth in Section 6 of this Article.

Section 5. Special Assessments. Other than as provided in Section 11, in addition to the Periodic Assessments authorized by Section 3 hereof, the Board may levy in any Assessment Year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this paragraph shall be fixed in a resolution authorizing such assessment. Notwithstanding anything contained herein to the contrary, the Developer shall not be assessed for capital improvements without its written consent.

Section 6. Change in Amount of Periodic Assessment. Subject to the limitations of Sections 3 and 4 hereof and to the requirements of the Bylaws, and for the periods therein specified, the Board may change the amount of the assessments fixed by Section 4 hereof prospectively for any such period; provided a copy of the new budget outlining the assessment change is sent to all Members at least thirty (30) days prior to the effective date of the assessment change.

Section 7. Duties of the Board of Directors. The Board shall prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Board shall mail or deliver to each Owner or other person designated in writing to receive such notice, a statement regarding the assessment for each Assessment Year at least thirty (30) days prior to the commencement of the Assessment Year. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees; Resale Certificate. If the assessments are not paid on the date when due (being the dates specified in Section 3, Section 5 and Section 12 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, no voluntary sale of any Lot shall be effective, nor shall any unencumbered title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the property; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal, post judgment, or bankruptcy proceeding. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action. In addition to the foregoing remedies, the Board may assess a "Late Fee" of twenty percent (20%), compounded monthly, of the delinquent assessment for each Periodic, Special, or Extraordinary Special Assessment which is more than ten (10) days delinquent, for the purpose of helping defray collection costs.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the property subject to assessment; provided, however, that if a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for

the assessments by the Association chargeable to the former Owner of such property which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a claim of lien for assessments that is recorded prior to the recording of such mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment; provided, however, that any such assessment shall be subordinate to the lien of a First Mortgage placed upon the property prior to the time of the recording of such subsequent assessment lien.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) and any Unimproved Lot retained by the Developer after Turnover of the Association to the Class "A" Members.

Section 11. Special Assessment for Capital Improvements. Funds in excess of \$10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as Special Assessments only upon approval of a majority of the Board or upon approval by two-thirds (2/3) favorable vote of the Members voting at a duly constituted meeting of the Association.

Section 12. Extraordinary Special Assessments. In the event of unforeseen occurrences, emergencies or casualty loss endangering The Properties or any part of it or improvements thereon or the health, welfare, or safety of the Members and/or occupants of The Properties, the nature and extent of which require remedial action to be undertaken by the Association the Board may impose an assessment to defray the costs thereon (herein referred to as an "Extraordinary Special Assessment"). The powers and authority herein granted are in contemplation and recognition of the fact that provision to respond to such unforeseen occurrences, emergencies, or casualty loss may not have been anticipated or provided for in the budget of the Association upon which regular assessments are based. The due date of any Extraordinary Special Assessment shall be fixed in the resolution authorizing such assessment.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Members of Committee. The Architectural Control Committee (hereinafter called the "ACC"), shall consist of three (3) members. The initial members of the ACC shall consist of persons designated by the Developer. The Developer shall have the right to appoint all members of the ACC until all Living Units planned for the development have been constructed and conveyed. Thereafter, each new member of the ACC shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ACC may be removed at any time without cause. After all Living Units planned for the development have been constructed

and conveyed, or at an earlier time specified by the Developer at its option, the Board shall have the right to appoint and remove all members of the ACC.

Section 2. Review of Proposed Construction. Subject to Section 9 below, no building, fence, wall or other structure or improvement (including landscaping, except landscaping on areas enclosed by fences or walls on a Lot) shall be commenced, painted, erected or maintained on The Properties, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by the ACC. The ACC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of The Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ACC may condition its approval of proposals, plans, and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ACC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ACC may require such detail in plans and specifications submitted for its review as it deems proper. Until receipt by the ACC of any required plans and specifications, the ACC may postpone review of any plans submitted for approval. The ACC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30 day period, said plans shall be deemed approved. The ACC herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any decision of the ACC may be appealed to the Board within fifteen (15) days from the date of rendition of the decision of the ACC pursuant to procedures established by the Board.

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

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

Section 5. Services of Professionals. The ACC shall have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

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

- (a) Upon the completion of any work for which approved plans are required under this Article VI, the applicant (the "Applicant") shall give written notice of completion to the ACC.
- (b) Within sixty (60) days thereafter, the ACC or its duly authorized representative may inspect such improvement. If the ACC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within said sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.
- (c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ACC shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.
- (d) If for any reason the ACC fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7. Non-Liability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member, in which case only that member shall have liability. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to The Properties. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformity with building or other codes.

Section 8. Variance. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. The granting of such a variance must be evidenced in writing which must be signed by at least two (2) members of the ACC. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions thereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

Section 9. Developer's Exemption. The Developer shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Developer, and the Developer shall not be obligated to obtain ACC approval for any construction or changes in construction.

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

ARTICLE VII

INSURANCE

Property and Casualty Insurance on the Common Properties, the Lots, and the exterior of the Living Units shall be maintained through the Association in an amount equal to the maximum insurable replacement value thereof. The Board can assess an Owner for the cost of an additional premium incurred by the Association resulting from a special hazard caused by the Owner or occupant of a Living Unit. In the event of casualty loss involving a Lot or Living Unit on which the Association maintains a master insurance policy, the Association shall be the agent of all the Owners whose Lot or Living Unit was damaged by the casualty loss and shall adjust such loss on their behalf. All damaged property shall be repaired and restored to the condition immediately prior to the casualty loss using the proceeds of the insurance. In the event that the insurance proceeds are inadequate to cover the costs of such repair and restoration, a Special Assessment shall be assessed against each Owner as provided for in this Declaration. In the event that the insurance proceeds are greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of The Properties. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the insured properties are insured for their maximum insurable replacement value.

The Association shall maintain public liability and property damage insurance covering all of The Properties in such

amount as the Board may determine from time to time. The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the Periodic Assessments against each Lot, as provided in this Declaration. The method of allocation of the insurance premiums among the Owners shall be determined by the Board.

Each Owner may obtain and shall be responsible for the payment for any additional insurance which such Owner desires on his Lot or Living Unit or on any personal property contained within such Living Unit or on such Lot.

ARTICLE VIII

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION AND THE OWNERS

Section 1. Preamble. The responsibility for the maintenance of The Properties is divided between the Association and the Owners. Interior maintenance of a Living Unit is the responsibility of the Owner. Maintenance of the Lots and the exterior of Living Units, unless otherwise provided in this Declaration, is the responsibility of the Association. Unless otherwise provided in this Declaration, the maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration.

Section 2. Maintenance of Lots and Living Units.

(a) Responsibility of the Association. The Association shall provide maintenance to the Lots and exterior of Living Units as it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and exterior improvements. The Association shall have the responsibility for maintaining all walls, fences, and gates. The Association shall also maintain all utilities to the point where they enter the interior of a Living Unit.

(b) Responsibility of Owner. The Owner shall have the responsibility to maintain all parts of the Lots and exterior and interior of the Living Units that the Association does not maintain. For example, and not as a limitation, the Owner shall maintain the interior of the Living Unit, all courtyards, garden, or any area enclosed by any wall, fence or gate; all windows and doors including all glass; all screening whether indoor or out-of-doors; all utilities to the point where they exit the inner surface of a Living Unit.

(c) Notwithstanding any provision in this Declaration to the contrary, in the event any common structural element or part thereof located within a Living Unit (including sewage structures or wires or cables for utilities) requires maintenance, repair or replacement and the Association determines that the necessity for such maintenance, repair or replacement was due to any act or failure to act on the part of the Owner of the Living Unit in question and that the cost of such maintenance, repair or replacement would result in an in-

equitable and unfair burden upon any other Owners, then upon such determination by the Association, the cost of such maintenance, repair or replacement shall be the subject of a Special Assessment against such Owner.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this article, the Association through its duly authorized agents or employees shall have the right to enter upon any Lot and the exterior of any Living Unit at reasonable hours on any day, all without liability or responsibility, criminal or civil, for trespass or other action.

Section 4. Maintenance of Common Areas. The Association shall provide maintenance to the Common Properties as it deems necessary in its sole discretion, including but not limited to, the following:

- (a) Maintenance of the water quality and bed of the Lake, mosquito canals and Sawgrass Lake Canal;
- (b) Maintenance of the Open Spaces;
- (c) Maintenance of the streets, roads, culverts, parking areas, and bridges;
- (d) Maintenance of the tennis courts, pool, clubhouse, and other recreational improvements;
- (e) Maintenance of the entrance area;
- (f) Maintenance of the mangrove areas on the perimeter of The Properties; and
- (g) Maintenance of sanitary sewers, drainage improvements, water lines, and irrigation/sprinkler system.

In the event that an Owner of a Lot or the guest, invitee, agent, employee, servant or tenant of any Owner damages or destroys any personal or real property which constitutes a portion of the Common Properties, then the cost of repair or replacement thereof may be charged against the Owner as a Special Assessment. In the event that the City of St. Petersburg assumes maintenance of all or any part of the Common Properties as provided in Section 64-09, subsection (16)(i), City of St. Petersburg City Code, the cost of such maintenance shall be assessed ratably against the properties within the development that have the right of enjoyment of the Common Properties and shall become a tax lien on said properties.

Section 5. Management Services. The Association may contract for the management of all or part of The Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 6. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to The Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

ARTICLE IXPERMITTED AND PROHIBITED USES

Section 1. Clothes and Drying Facilities. No outside clothesline or other outside clothes drying facility shall be permitted on the Lots either inside or outside of any fenced area.

Section 2. Trash Containers. All trash containers and contents thereof shall be stored underground or in a screened-in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up. All such covered trash containers shall be removed from the pick-up location by the Owner within twelve (12) hours of pick-up.

Section 3. Exterior Antenna. No exterior radio, television or other electronic device antenna shall be permitted on any Lot or Living Unit without the prior written approval of the ACC.

Section 4. Parking. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots, parking garages, parking lots, and other paved surfaces designated by the Association. Except for being parked or stored in an enclosed garage, no commercial or recreational vehicle of any variety shall be parked or stored overnight on The Properties unless approved by the ACC. By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans except those types of vans used as an everyday vehicle other than for commercial purposes. The Board is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Board pertaining to parking by the towing of the vehicles which are in violation.

Section 5. Signs. No sign of any nature whatsoever shall be erected or displayed upon any Lot or Living Unit except where express prior written approval of the size, shape, content and location thereof has been obtained from the ACC, which approval may be arbitrarily withheld; except that withholding of consent by the ACC for advertising and promotion of The Properties by the Developer shall not be arbitrary or unreasonable.

Section 6. Additional Temporary or Permanent Structures. No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns, or other out building shall be used or erected on any Lot without prior approval of the ACC.

Section 7. Animals. No animals of any kind shall be raised, bred or kept on any Lot or in any Living Unit; except that dogs, cats or other household pets may be kept subject to the following limitations: (a) No dog, cat or other household pet may exceed twenty-five (25) pounds; (b) Only one (1) household pet may be kept in each Living Unit; except that resulting litters may be kept for up to eight (8) weeks after birth. Notwithstanding anything to the contrary contained in this subsection 7(b), an Owner purchasing a Lot directly from the Developer shall have the right to move in with two (2) ra-

ther than one (1) household pet and to keep such two (2) pets in the Living Unit; provided that in the event of the death, permanent removal from the Living Unit, or any other permanent disposal of one or both of such pets, such Owner's rights shall be limited to the keeping of one (1) household pet in the Living Unit as hereinabove provided; and (c) Animals may not be commercially bred or raised for sale.

Section 8. Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. No business or commercial building shall be erected on any Lot, nor shall any business be conducted on any part thereof. This provision, however, shall not be deemed to prohibit the Association from acquiring any Lot within The Properties for such purpose as it may be deemed necessary or beneficial for the Members, including, but not limited to, recreational purposes.

Section 9. Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted to be placed in a Living Unit unless the consent of the ACC is obtained. No Living Unit shall have aluminium foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the ACC for energy conservation purposes.

Section 10. Leases. No portion of a Lot or Living Unit (other than an entire Lot or Living Unit) may be rented. All leases shall be restricted to occupancy by a Single Family. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles, the ByLaws, or the Rules. Leasing of Lots and Living Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No Living Unit may be leased more than twice in any calendar year; and no lease shall be approved for a term less than four (4) months. Owners wishing to lease their Lots and Living Units shall be required to place in escrow with the Association a sum as determined by the Board which may be used by the Association to repair any damage to the Common Properties or other portions of the development resulting from acts or omissions of tenants. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the Board, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association. The Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Land Use Documents, including fees for appellate review and post judgment proceedings. The Developer is exempt from the provisions of this section.

Section 11. Destruction of a Living Unit. In the event that any Living Unit is destroyed by or removed for any cause whatsoever, any replacement must be with a Living Unit of a similar size and type. The plans and specifications for any new Living Unit must be approved, in writing, by the ACC.

Section 12. Mailboxes. The ACC shall approve the location, size, design and material of any mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material to a dwelling. In the event the United States Postal Service makes available delivery service of mail to individual dwellings the ACC may require that all mailboxes, paperboxes, or other such receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the ACC.

Section 13. Prohibition of Nuisances. No nuisance shall be allowed upon The Properties, nor shall any practice be allowed which is an unreasonable source of annoyance to Owners and occupants of Living Units or which will interfere with the peaceful possession and proper use of The Properties by the residents.

Section 14. Hazardous Materials. The Association may make reasonable rules and regulations restricting and prohibiting where necessary the use and storage of materials and equipment upon any portion of The Properties which under the circumstances may be considered hazardous.

Section 15. Variances. The ACC may grant variances to Use Restrictions 1 through 14 of this Article IX, in accordance with Article VI.

Section 16. Additional Rules and Regulations. The Developer, until Turnover, and thereafter the Board may establish such additional rules and regulations as may be deemed for the best interests of the Association and the Members.

Section 17. Right to Abate Violations. The Association or the Developer, prior to Turnover, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as a Special Assessment.

Section 18. Exemption for Developer; Developer's Easements. The Developer, provided that it owns any Lot or Living Unit in The Properties shall be exempt from the provisions of this Article IX. In addition to the property rights granted in this Declaration to the Developer, as an Owner or otherwise, the Developer and its agents are extended the right to enter upon The Properties at any time and in any way reasonably necessary to allow the Developer to construct, sell, or promote the Properties, or to carry out any responsibility of the Developer to Owners in The Properties, including without limitation the right to maintain promotional signs, sales offices, and sales personnel on The Properties.

ARTICLE X

ENFORCEMENT PROVISIONS

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

Section 2. Enforcement - General. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles, or Rules shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses in-

curred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees for all services rendered (whether or not litigation and/or appeals are instituted) shall be the responsibility of the Owner determined by the Association to be in violation.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, and easements 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 thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County; provided, however, that no such agreement to terminate the covenants and restrictions shall be effective unless Turnover shall have occurred and unless made and recorded at least ninety (90) days in advance of the effective date of such change.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, or judgment, or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Pinellas County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a meeting called for purposes of amendment was held, and that a majority of the votes of all Members of the Association approved of such amendment; provided, however, that so long as the Developer owns a Lot in The Properties, no such amendment may be made without the consent of the Developer; and provided further that no such amendment shall affect or interfere with vested property rights previously acquired by an Owner or a First Mortgagee. The complete termination of the covenants and restrictions of this Declaration is governed by Section 1 of this Article. Notwithstanding any provision contained in this Declaration to the contrary, the Developer, without the joinder or approval of the Association, the Board, the Membership, or any mortgagee of The Properties may record any amendment to this Declaration which is permitted by this Declaration to be made by the Developer without the approval of the Association, the Board, the Membership, or any mortgagee of The Properties.

Section 5. Temporary Committees. The Developer, prior to Turnover of the Association, in its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Developer control to control by the Membership.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and By-Laws, and the Articles shall take precedence over the By-Laws.

Section 7. Withdrawal. Anything herein to the contrary notwithstanding, the Developer reserves the absolute right to amend this Declaration at any time prior to Turnover, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties from the provisions of this Declaration.

Section 8. Indemnity. The Association hereby agrees to indemnify and hold the Developer harmless from any and all loss, damage, cost, claims, suits, liability or expenses, including reasonable attorneys' fees, by virtue of any of the following:

(a) Any default or breach by the Association of any of its obligations or responsibilities under this Declaration.

(b) Any injury or death of persons or damage to property caused by or arising out of any act or omission of the Association or the Owners or their respective lessees, tenants, patrons, guests or invitees on The Properties.

Section 9. Terms. As used herein the singular shall include the plural, the plural shall include the singular, and each gender shall include the others where the context so requires.

Section 10. Florida Contract. This Declaration shall be construed according to the laws of the State of Florida, regardless of whether this Declaration is executed by any of the parties hereto in other states or otherwise. In the event of litigation incident to this Declaration or any of the other Land Use Documents, the forum shall be in the appropriate court in the State of Florida.

Section 11. Acceptance. The Association by its execution of this Declaration acknowledges and agrees to abide by all of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions, and Easements of Caya Costa has been signed by Developer, joined by the Association, the day and year first above set forth.

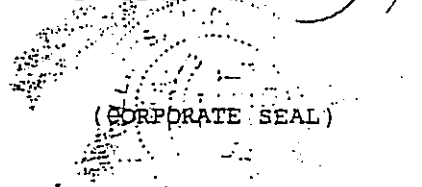
Signed, sealed and delivered in the presence of:

BRUCE/WILLIAMS, INC., a Florida corporation, a venturer in Renaissance III Joint Venture

[Signature]

By: [Signature]
Its President

[Signature]
AS to Bruce/Williams, Inc.



PINELLAS SERVICE CORPORATION,
a Florida corporation, a venturer
in Renaissance III Joint Venture

Maria J. Vatterop

BY Peter J. Blank
Its President

James G. Gray
As to Pinellas Service Corporation

(CORPORATE SEAL)

CAYA COSTA COMMUNITY ASSOCIATION,
INC., a Florida not for profit
corporation

Lloyd E. Williams, Jr.

By: Lloyd E. Williams, Jr.
Its President

Harold D. Wally
As to Caya Costa Community Association, Inc.

Attest: Harold D. Wally
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 12th day of December, 1984, by LLOYD E.
WILLIAMS, JR., the President of BRUCE/WILLIAMS, INC., a
Florida corporation, on behalf of the corporation, as a ven-
turer in RENAISSANCE III JOINT VENTURE.

[Signature]
Notary Public

(SEAL)

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires SEPT. 20, 1987

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 14th day of December, 1984, by PETER J. BLANK,
the President of PINELLAS SERVICE CORPORATION, a Florida cor-
poration, on behalf of the corporation, as a venturer in
RENAISSANCE III JOINT VENTURE.

Maria J. Vatterop
Notary Public

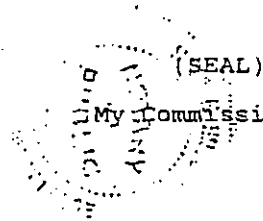
(SEAL)

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of June, 1984, by LLOYD E. WILLIAMS, JR. and MILTON S. ALTER, the President and Secretary, respectively, of CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires MAY 30, 1985

CONSENT AND JOINDER

The undersigned is the owner and holder of certain mortgages encumbering portions of The Properties as more particularly described therein, which mortgages were recorded in O. R. Book 5640, Page 1806, O. R. Book 5640, Page 1808, O. R. Book 5640, Page 1810, O. R. Book 5640, Page 1812, O. R. Book 5640, Page 1814, O. R. Book 5640, Page 1816, O. R. Book 5640, Page 1818, O. R. Book 5640, Page 1820, O. R. Book 5640, Page 1822, O. R. Book 5640, Page 1824, O. R. Book 5640, Page 1826, O. R. Book 5640, Page 1828, O. R. Book 5640, Page 1830, O. R. Book 5640, Page 1832, O. R. Book 5640, Page 1834, O. R. Book 5640, Page 1836, O. R. Book 5640, Page 1838, O. R. Book 5640, Page 1840, O. R. Book 5640, Page 1842, O. R. Book 5640, Page 1844, O. R. Book 5640, Page 1846, O. R. Book 5640, Page 1848, O. R. Book 5640, Page 1850, O. R. Book 5640, Page 1852, O. R. Book 5640, Page 1854, O. R. Book 5640, Page 1856, O. R. Book 5640, Page 1858, and O. R. Book 5650, Page 2027, all in the Public Records of Pinellas County, Florida. The undersigned hereby consents to, agrees to be bound by, and subordinates the lien of its mortgages described hereinabove to the terms, conditions, and provisions of the Declaration.

HOME FEDERAL BANK OF FLORIDA,
F.S.B., a corporation existing
under the laws of the United
States of America

By: [Signature]
Its ~~President~~
Its Executive Vice President

Attest: [Signature]
Its _____
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 14th day of June, 1984, by Robert L. Carr
Carr and Lillian M. Holubec, Executive Vice Presi-
dent and Secretary, respectively, of HOME FEDERAL
BANK OF FLORIDA, F.S.B., a corporation existing under the laws
of the United States of America.

Heidi Lee Christian
Notary Public

(SEAL)

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires AUG. 22, 1987

All of RIVIERA BAY SECOND ADDITION, as recorded
in Plat Book 86, Pages 69 to 73, Public Records
of Pinellas County, Florida, LESS Tracts 4, 6,
and 10.

EXHIBIT A

RECORDED

01.5879 - 2009

84238804

01 Cash 11 Chg
 43 Rec 21.00
 43 Int
 Tot

Nov 16 5 41 PM '84

FIRST AMENDMENT TO
 MASTER DECLARATION OF
 COVENANTS, RESTRICTIONS AND EASEMENTS
 OF CAYA COSTA

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF CAYA COSTA ("First Amendment") made this 15th day of November, 1984, by BRUCE/WILLIAMS, INC., a Florida corporation, and PINELLAS SERVICE CORPORATION, a Florida corporation, d/b/a RENAISSANCE III JOINT VENTURE, a Florida joint venture (the "Developer") and CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

WITNESSETH:

WHEREAS, on or about June 18, 1984, the Master Declaration of Covenants, Restrictions and Easements of Caya Costa was recorded in Official Records Book 5785, Pages 219 and 247, Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, the Declaration imposed certain restrictions, easements, charges, and covenants on the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Property"); and

WHEREAS, a meeting was called for the purpose of amendment of the Declaration, and a majority of the votes of all members of the Association approved of the amendment of the Declaration as hereinafter provided.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Animals. Subsection 7(a) of Article IX is hereby amended to provide that no dog, cat or other household pet may exceed forty (40) pounds, rather than twenty-five (25) pounds.

2. Maintenance Responsibility of Owner. The second sentence of Subsection 2(b) of Article VIII is hereby deleted and the following sentence inserted in its stead:

For example, and not as a limitation, the Owner shall maintain the interior of the Living Unit, all courtyards, garden, or any area enclosed or partially enclosed by any wall, fence, or gate; all windows and doors including all glass; all screening whether indoors or out-of-doors; and all utilities to the point where they exit the inner surface of a Living Unit.

3. Amendment. The first sentence of Section 4 of Article XI is hereby deleted and the following sentence inserted in its stead:

This Declaration may be amended from time to time by recording among the Public Records of Pinellas County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that for the purposes of amendment a meeting was called or an action pursuant to Florida Statutes § 607.394 (or its successor) was taken and that a majority of the votes of all mem-

This instrument prepared by
 RETURN TO: [illegible]
 [illegible]
 [illegible]

bers of the Association approved of such amendment; provided, however, that so long as the Developer owns a Lot in The Properties, no such amendment may be made without the consent of the Developer; and provided further that no such amendment shall affect or interfere with vested property rights previously acquired by an Owner or a First Mortgagee.

4. Other Provisions. Except as set forth in this First Amendment, all other terms, conditions and provisions set forth in the Declaration shall remain in full force and effect and shall be fully complied with.

5. Severability. Whenever possible, each provision of this First Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. Florida Document. This First Amendment shall be construed according to the laws of the State of Florida, regardless of whether this First Amendment is executed by any of the parties hereto in other states or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Master Declaration of Covenants, Restrictions and Easements of Caya Costa.

Signed, sealed and delivered in the presence of:

BRUCE/WILLIAMS, INC., a Florida corporation, a venturer in Renaissance III Joint Venture

[Signature]
[Signature]
As to Bruce/Williams, Inc.

BY: [Signature]
Its President
(CORPORATE SEAL)

PINELLAS SERVICE CORPORATION, a Florida corporation, a venturer in Renaissance III Joint Venture

[Signature]
[Signature]
As to Pinellas Service Corporation

BY: [Signature]
Its President
(CORPORATE SEAL)

CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
[Signature]
As to Caya Costa Community Association, Inc.

BY: [Signature]
Its President
Attest: [Signature]
Its Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 13 day of November, 1984, by LLOYD E. WILLIAMS, JR., the President of BRUCE/WILLIAMS, INC., a Florida corporation, on behalf of the corporation, as a venturer in RENAISSANCE III JOINT VENTURE.

Peter R. Struble
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DATE: 11/15/88
BONDED 1496 GENERAL 175.000.

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1st day of November, 1984, by PETER J. BLANK, the President of PINELLAS SERVICE CORPORATION, a Florida corporation, on behalf of the corporation, as a venturer in RENAISSANCE III JOINT VENTURE.

Peter J. Blank
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires DEC. 15, 1987

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 13 day of November, 1984, by Lloyd E. Williams, Jr. and Robert A. O'Brien, the President and Secretary, respectively, of CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Peter R. Struble
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DATE: 11/15/88
BONDED 1496 GENERAL 175.000.

CONSENT AND JOINDER

The undersigned is the owner and holder of certain mortgages encumbering portions of the Real Property as more particularly described therein, which mortgages were recorded in O.R. Book 5640, Page 1806, O.R. Book 5640, Page 1812, O.R. Book 5640, Page 1814, O.R. Book 5640, Page 1816, O.R. Book 5640, Page 1818, O.R. Book 5640, Page 1820, O.R. Book 5640, Page 1824, O.R. Book 5640, Page 1826, O.R. Book 5640, Page 1828, O.R. Book 5640, Page 1830, O.R. Book 5640, Page 1832, O.R. Book 5640, Page 1834, O.R. Book 5640, Page 1836, O.R. Book 5640, Page 1838, O.R. Book 5640, Page 1840, O.R. Book 5640, Page 1846, O.R. Book 5640, Page 1850, O.R. Book 5640, Page 1852, O.R. Book 5640, Page

1854, O.R. Book 5640, Page 1856, O.R. Book 5640, Page 1858, and O.R. Book 5650, Page 2027, all in the Public Records of Pinellas County, Florida. The undersigned hereby consents to, agrees to be bound by, and subordinates the lien of its mortgages described hereinabove to the terms, conditions, and provisions of the First Amendment to Master Declaration of Covenants, Restrictions and Easements of Caya Costa.

HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation existing under the laws of the United States of America

By: _____
Its _____ President

Attest: _____
Its _____ Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of November, 1984, by Alfred T. May and Lillian M. Holubec, the _____ President and _____ Secretary, respectively, of HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation existing under the laws of the United States of America.

Brenda Lee Christie
Notary Public

(SEAL)

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires AUG. 22, 1987

LEGAL DESCRIPTION

All of RIVIERA BAY SECOND ADDITION, as recorded in Plat Book 86, Pages 69 to 73, Public Records of Pinellas County, Florida, LESS Tracts 4, 6, and 10.

EXHIBIT "A"

SECOND AMENDMENT TO MASTER DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
CAYA COSTA

01 Cash 11 Che
40 Rec 75.00
41 DS
43 Int 75.00
88

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF CAYA COSTA ("Second Amendment") made this _____ day of _____, 1985, by BRUCE/WILLIAMS, INC., a Florida corporation, and PINELLAS SERVICE CORPORATION, a Florida corporation, d/b/a RENAISSANCE III JOINT VENTURE, a Florida joint venture (the "Developer") and CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, on or about June 18, 1984, the Master Declaration of Covenants, Restrictions and Easements of Caya Costa was recorded in Official Records Book 5785, Pages 219 to 247, Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, on or about November 16, 1984, the First Amendment to Master Declaration of Covenants, Restrictions and Easements of Caya Costa was recorded in Official Records Book 5879, Pages 2009 to 2013, Public Records of Pinellas County, Florida (the "First Amendment"); and

WHEREAS, the Declaration, as amended, imposed certain restrictions, easements, charges and covenants on the real property described therein; and

WHEREAS, an action by written consent pursuant to Florida Statutes 607.394 was taken, and a majority of the votes of all members of the Association approved the further amendment of the Declaration as hereinafter provided.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Definitions. Article I, Section 1 of the Declaration is hereby amended as follows:

a. Subsection (i) is hereby deleted and the following definition of "Lake" substituted in its stead:

(i) "Lake" shall mean and refer to those certain areas shown as a lake(s) on the Plat, as well as to any other lake(s) created or existing on The Properties.

b. Subsection (j) is hereby deleted and the following definition of "Land Use Documents" substituted in its stead:

(j) "Land Use Documents" shall mean and refer to this Declaration, the Articles, the By-laws, the Rules, and any additional easements recorded as to The Properties, all as amended from time to time.

c. Subsection (l) is hereby deleted and the following definition of "Lot" substituted in its stead:

(l) "Lot" shall mean and refer to the parcels of land shown upon any recorded subdivision plat of the Properties which are intended to contain a Living Unit or to any reconfiguration of any such parcel. In the event that any such parcels are combined or otherwise reconfigured, each reconfigured parcel on which a Living Unit is or is to be erected shall constitute one Lot.

AUG 14 6 59 PM '85

d. The following definitions are hereby added at the end of Section 1 as subsections (z), (A), (B), and (C):

(z) "Boat Use Area" shall mean and refer to that certain area designated as "Tract 1" on the Partial Replat and Addition to Riviera Bay Second Addition, as recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida, as well as to any boat ramp and/or pier constructed thereon or adjacent thereto, as well as to all other improvements located within said Tract 1.

(A) "Custom Home" shall mean and refer to a Living Unit constructed on a Custom Home Lot.

(B) "Custom Home Lot" shall mean and refer to the following Lots: Lots 1 through 24, inclusive, Block 1, Lots 1 through 6, inclusive, Block 2, Lots 1 through 10, inclusive, Block 3, Lots 1 through 10, inclusive, Block 4, Lots 1 through 9, inclusive, Block 5, all located in RIVIERA BAY SECOND ADDITION, PARTIAL REPLAT AND ADDITION, according to the plat thereof recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida.

(C) "Dock #1" shall mean and refer to the boat dock and all other improvements (all of which may or may not be built) as well as to certain appurtenant easement areas, all as more particularly described in Article IX, Section 19 hereinbelow.

2. Property Subject to the Declaration. Exhibits "A" of the Declaration and the First Amendment are hereby deleted, and Exhibit "A" attached hereto and by this reference incorporated herein is hereby substituted in their stead and shall be hereinafter referred to herein as "The Properties."

3. Turnover. Article III, Section 3 is hereby amended by the addition of the following sentence at the end thereof:

At the time of Turnover, any contract to which the Association is a party shall either specifically allow the Association to terminate such contract without cause upon not more than ninety (90) days notice to the other party, or shall contain some other similar provision which is at least as favorable to the Association.

4. Irrigation/Sprinkler System. Article IV, Subsection 4(b) is hereby deleted and the following provision substituted in its stead:

(b) There is reserved unto the Developer so long as it owns any portion of The Properties and to the Association an easement to install, repair, maintain, and operate an irrigation/sprinkler system on The Properties (except the Custom Home Lots). As used herein the right to operate shall include the absolute right to govern when and for how long the irrigation/sprinkler system will be turned on; provided, however, that the Owner of a Lot (other than a Custom Home Lot) shall have the right to operate the irrigation/sprinkler system for reasonable periods of time for the purpose of watering the area of his Lot which pursuant to Article VIII, Section 2(b) hereof is not maintained by the Association. The Owner of a Custom Home Lot shall have a right to connect any irrigation/sprinkler system located on his Lot to the

master system operated by the Association, which right shall be subject to the Association's right to establish reasonable rules and regulations with regard to such connections and the operation of individual systems utilizing the master system, including the establishment of reasonable fees for the use of water provided by the Association's master irrigation/sprinkler system.

5. Easements on Plat. Article IV is hereby amended by the addition of the following Section 14 at the end thereof:

14. Easements on the Plat. All easements referred to in this Declaration shall be in addition to and not in derogation of easements shown on the Plat; provided, however, that this Declaration may limit or regulate the use of easements shown on the Plat.

6. Reserves. Article V, Section 4 of the Declaration is hereby amended by the addition of the following sentence at the end of the second subparagraph thereof:

Developer's election to pay the difference in cost between assessments collected from Class "A" Members and the actual cost of operation of the Association shall not require Developer to fund reserve accounts.

7. Architectural Control Committee. Article VI is hereby amended by the addition of the following Section 11 at the end thereof:

Section 11. Custom Homes. Notwithstanding the provisions of this Article VI to the contrary, the Owner of a Custom Home Lot shall have the right to install and alter landscaping located on its Custom Home Lot without obtaining the approval of the ACC, so long as all such landscaping is in keeping with the general first-class standard of the Caya Costa development. All other construction, improvement and alteration of a Custom Home Lot (except as provided in Section 9 hereinabove) shall be subject to prior approval by the ACC and shall otherwise be subject to the provisions of this Article VI. In the event that a Custom Home is to be built on a Custom Home Lot by the Owner of such Custom Home Lot and not by the Developer (i.e., after the sale of such Custom Home Lot by the Developer to the Owner, or to the Owner's predecessor(s) in title), then the construction of such Custom Home shall be commenced no later than nine (9) months following conveyance of such Custom Home Lot from the Developer to the Owner, or to the Owner's predecessor(s) in title, as the case may be, and construction shall be completed and a certificate of occupancy issued for such Custom Home no later than eighteen (18) months following the date of such conveyance.

8. Developer's Exemption. Article VI, Section 9 of the Declaration is hereby deleted and the following provision substituted in its stead:

Section 9. Developer's Exemption. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall be exempt from the provisions hereof with respect to all construction, improvement or alteration of The Properties, and the Developer shall not be obligated to obtain ACC approval for any improvement, construction or alteration of The Properties made by the Developer (or its employees or agents) either as the Owner of a Lot or as the agent or employee of an Owner.

9. Insurance. Article VII is hereby deleted and the following provisions inserted in its stead:

ARTICLE VII
INSURANCE

1. General. The Association shall maintain hazard insurance on the Common Properties, and the exteriors of the Bay Homes and Townhomes in the amounts and coverages provided in the Bylaws. The Association shall maintain flood insurance on any portion of the Common Properties, the exterior of the Bay Homes and the exterior of the Townhomes which is located in a special flood hazard area, as defined by the Federal Emergency Management Agency, in the amounts and coverages provided in the Bylaws. The Association shall maintain liability insurance in the amounts and coverages provided in the Bylaws. The Association shall maintain worker's compensation insurance to meet the requirements of law. The Association may purchase such other insurance as it deems necessary for the purpose of properly operating the Association and protecting the interests of the Owners, including, without limitation, liability insurance covering the Association's directors and officers.

2. Owner's Responsibility. Each Owner may obtain and shall be responsible for the payment of premiums for any additional insurance which such Owner desires on his Lot or Living Unit or any personal property contained therein.

3. Payment of Premiums. The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses of the Association. The method of allocation of insurance premiums among the Owners and the method of payment thereof by the Owners shall be as provided in the Bylaws. The Association may assess an Owner for the cost of an additional premium resulting from a special risk caused by the Owner or occupant of a Lot or Living Unit.

4. Custom Home Lots and Custom Homes. The Association shall not be required to maintain insurance on the Custom Homes or Custom Home Lots. Such insurance may be purchased by the Owner of a Custom Home Lot in its discretion. However, the Owner of a Custom Home Lot shall have the responsibility to repair and restore all damaged property on its Custom Home Lot within a reasonable period of time in accordance with the terms of Article IX, Section 11 of this Declaration.

5. Loss. In the event of casualty loss involving property on which the Association maintains an insurance policy, the Association shall be the agent of all Owners whose property suffered such loss, and the Association shall adjust such loss on their behalf. All damaged property shall be repaired and restored to the condition immediately prior to the loss using the proceeds of the insurance. In the event that the insurance proceeds are inadequate to cover the costs of such restoration and repair, the Association shall assess a Special Assessment or an Extraordinary Special Assessment for the purpose of defraying such additional costs. In the event that the insurance

proceeds are greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association.

10. Maintenance. Article VIII, Section 2, Subsection (a) is hereby ~~amended by~~ the addition of the following sentence at the end of said Subsection:

Notwithstanding the above, the Owner, not the Association, shall have the responsibility to maintain all alterations or additions to the improvements located on the Lots as originally built by the Developer unless the Association determines that it will assume such responsibility.

Article VIII, Section 2, Subsection (b) is hereby amended by the deletion of the second sentence thereof and the substitution of the following sentence in its stead:

For example, and not as a limitation, the Owner shall maintain the interior of the Living Unit, all courtyards, garden, or any area enclosed or partially enclosed by any wall, fence or gate (provided, however, the Association at its option may elect to cut the grass in the enclosed and partially enclosed backyards of the Lots); all windows and doors including all glass; all screening whether indoors or out-of-doors; and all utilities to the point where they exit the inner surface of a Living Unit.

Article VIII, Section 2 is further amended by the deletion of subsection (c) thereof and the addition of the following provision in its stead:

(c) Notwithstanding any provision in this Declaration to the contrary, in the event that any portion of The Properties or the improvements located thereon which is required to be maintained by the Association pursuant to the provisions of this Declaration requires maintenance, repair or replacement and the Association determines that the necessity for such maintenance, repair or replacement was due to any act or failure to act on the part of an Owner and that the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any other Owners, then the cost of such maintenance, repair or replacement shall be assessed against such Owner as a Special Assessment.

Article VIII, Section 2 is further amended by the addition of the following Subsection (d) at the end of said section:

(d) Notwithstanding anything to the contrary contained herein, maintenance of the Custom Home Lots and all improvements located thereon, including without limitation all portions of any Custom Home located thereon, shall be the responsibility of the Owner thereof. The Owner of a Custom Home Lot shall have the responsibility to maintain such Lot and all improvements located thereon in a condition that is comparable to the general first-class standard of maintenance of the Caya Costa community.

11. Maintenance of Dock #1. Article VIII is hereby amended by the addition of the following Section 7 at the end of said Article:

Section 7. Maintenance of Dock #1. In the event that Dock #1 is constructed, it shall be maintained and insured by the Association; provided, however, that the area described as "Ingress - Egress Easement" located within the Dock #1 area shall be maintained by the Owner of the Lot on which said easement is located.

12. Privately Owned Docks. Article VIII is hereby amended by the addition of the following Section 8 following new Section 7 of said Article:

Section 8. Privately Owned Docks. Subject to the approval of the ACC and to applicable governmental controls, the Owners of Lots shall have the right to build docks adjacent to their Lots. Any such privately owned docks shall be maintained by the owner thereof in a condition that is comparable to the general first-class standard of the Caya Costa community. Other than initial approval and review of construction thereof by the ACC and ongoing inspection of maintenance, the Association shall have no responsibility with regard to any such privately owned dock whether as to maintenance, or insurance, or any other matter whatsoever.

13. Parking. Article IX, Section 4 is hereby amended by the addition of the following sentence at the end thereof:

Notwithstanding the above, boats and recreational vehicles may be parked or stored at the side of a Custom Home so long as any such vehicle is located and screened from view in a manner approved by the ACC.

14. Animals. Article IX, Section 7 is hereby deleted and the following provision substituted in its stead:

7. Animals. No animals of any kind shall be raised, bred or kept on any Lot or in any Living Unit, except that dogs, cats, birds and other typical household pets may be kept in accordance with the following limitations:

a. General Limitations - Prior approval of the Board shall be obtained for the keeping of pets other than dogs, cats, or birds. All animals shall be kept within the boundaries of the Owner's Lot, except when such animal is on a leash. Animals may not be commercially bred or raised for sale.

b. Limitations Particular to Custom Home Lots - No more than two (2) pets of a particular species may be kept on a Custom Home Lot; provided, however, that the offspring of pets may be retained as pets so long as animal breeding is not conducted as a commercial activity.

c. Limitations Particular to Lots Other Than Custom Home Lots - No pet may exceed forty (40) pounds. Only one (1) household pet may be kept on a Lot; provided that resulting litters may be kept for up to eight (8) weeks after birth; and provided, further, that an Owner purchasing a Lot directly from the Developer shall have the right to move in with two (2) rather than one (1) household pet and to keep such two (2) pets on the Lot until the time of the death, or other permanent removal of one or both of such pets from such Lot, after which time such Owner's rights shall be limited to the keeping of one (1) household pet as hereinabove provided.

15. Dock #1. Article IX is hereby amended by the addition of the following Section 19 at the end thereof:

Section 19. Dock #1. The Developer may build (but shall not be obligated to build) a dock, known herein as "Dock #1", at the most eastern end of Gasparilla Drive as shown on the Plat. The exact proposed location of said Dock #1 is not yet determined. If built, Dock #1 will be composed of the following:

a. The boat dock and all other improvements built in connection with such dock; and

b. The real property on which such boat dock and appurtenant improvements are built, all as more particularly described in any easement, lease, deed, or other instrument creating or allowing use of such real property for Dock #1; and

c. The area described as "Ingress - Egress Easement" located on Lot 6, Block 5, Riviera Bay Second Addition, Partial Replat and Addition as recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida (the "Easement").

If built, Dock #1 (including the Easement) shall be used only by the Owners of Lots 1 through 9 inclusive, Block 5, Riviera Bay Second Addition, Partial Replat and Addition, recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida, and their lessees, invitees, guests, agents and employees. All costs incurred by the Association in connection with Dock #1, including without limitation costs of use rights for the underlying real property, insurance, repair, maintenance, improvement, and utilities, shall be assessed to the Owners of Lots having use rights in Dock #1 in the manner determined by the Association. Such assessments shall be in addition to the Periodic Assessments otherwise payable by such Owners and shall be subject to the applicable provisions of this Declaration. Additionally, the Association may levy in any Assessment Year a Special Assessment solely against such Owners for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement incurred by the Association in connection with Dock #1. In the event that Dock #1 is built, the area on which the Easement is located may be used by the Owner of said Lot 6 for any purpose which does not interfere with its use for ingress and egress to the boat dock and appurtenant improvements. In the event that Dock #1 is not built, only the Owner of said Lot 6 shall have a right to use the area on which the Easement is located, and said Owner shall in that event have the right to use the area on which the Easement is located for any purpose allowed by the Land Use Documents or otherwise allowed by applicable recorded or unrecorded instruments and law.

16. Boat Use Area. Article IX is hereby amended by the addition of the following Section 20 immediately following new Section 19 thereof.

Section 20. Boat Use Area. The Boat Use Area shall be used for the purpose of the launching and storage of boats by Owners, and for any other purpose

provided by the Association. The Association may establish rules and regulations regarding the use of the Boat Use Area and may establish fees for the use thereof.

17. Other Provisions. Except as set forth in this Second Amendment, all other terms, conditions and provisions set forth in the Declaration, as amended, shall remain in full force and effect and shall be fully complied with.

18. Severability. Whenever possible, each provision of this Second Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to Master Declaration of Covenants, Restrictions and Easements of Caya Costa.

Signed, sealed and delivered in the presence of:

BRUCE/WILLIAMS, INC., a Florida corporation, a venturer in Renaissance III Joint Venture

Mary D. Walsh
Kim Kulis
As to Bruce/Williams, Inc.

By: [Signature]
Its President

(CORPORATE SEAL)

PINELLAS SERVICE CORPORATION, a Florida corporation, a venturer in Renaissance III Joint Venture

Mary D. Walsh
Kim Kulis
As to Pinellas Service Corporation

By: [Signature]
Its President

(CORPORATE SEAL)

CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

Mary D. Walsh
Kim Kulis
As to Caya Costa Community Association, Inc.

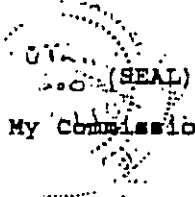
By: [Signature]
Its President
Attest: [Signature]
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of AUGUST, 1985, by LLOYD E. WILLIAMS, JR., the President of BRUCE/WILLIAMS, INC., a Florida corporation, on behalf of the corporation, as a venturer in RENAISSANCE III JOINT VENTURE.

Bonnie A. Casel
Notary Public

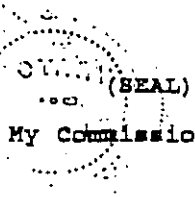


My Commission Expires: 3/5/89 Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of August, 1985, by John J. Blank, the President of PINELLAS SERVICE CORPORATION, a Florida corporation, on behalf of the corporation, as a venturer in RENAISSANCE III JOINT VENTURE.

Bonnie A. Casel
Notary Public

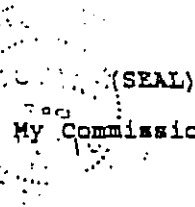


My Commission Expires: 3/5/89 Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of August, 1985, by Lloyd E. Williams and Ann D. Williams, the President and Secretary, respectively, of CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Bonnie A. Casel
Notary Public



My Commission Expires: 3/5/89 Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

The undersigned as the owner and holder of certain mortgages encumbering portions of the real property subject to the Declaration hereby consents to, agrees to be bound by, and subordinates the lien of its mortgages to the terms, conditions and provisions of the Declaration, as previously amended, and as amended by the Second Amendment to Master Declaration of Covenants, Restrictions and Easements of Caya Costa.

HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation existing under the laws of the United States of America

By: [Signature]
Its _____ President

Attest: [Signature]
Its S.V.P. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of AUGUST, 1985, by [Signature] the [Signature] President and [Signature] Exec. V.P. respectively, of HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation existing under the laws of the United States of America.

[Signature]
Notary Public.

(SEAL)

My Commission Expires: 3/5/89

Notary Public, State of Florida at Large
My Commission Expires Mar. 5, 1989
BONDED THRU AGENTS' NOTARY BROKERAGE

All of RIVIERA BAY SECOND ADDITION, as recorded in Plat Book 86, Pages 69 through 73 inclusive, Public Records of Pinellas County, Florida, Less and except Tract 4, Tract 6 and Tract 10; and further less and except the following:

A portion of RIVIERA BAY SECOND ADDITION, as recorded in Plat Book 86, Pages 69 through 73 inclusive, Public Records of Pinellas County, Florida; being more particularly described as follows:

Commence at the West 1/4 corner of Section 29, Township 30 South, Range 17 East as a Point of Reference; thence along the East/West centerline of said Section 29, N. 89° 54' 48" E., 3,692.26 feet; thence leaving said centerline N. 00° 05' 12" W., 798.31 feet to a point on the Westerly boundary of Block 5 of RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION, as recorded in Plat Book 91, Pages 55 through 59 inclusive, Public Records of Pinellas County, Florida; thence along said boundary by the following two (2) courses:

1. N. 38° 39' 50" E., 175.51 feet;
2. N. 21° 39' 41" E, 100.81 feet to the Point of Beginning;

thence N. 14° 32' 58" E., 16.83 feet; thence N. 43° 53' 24" E., 5.51 feet to a point on the aforementioned Westerly boundary; thence S. 21° 39' 41" W., 21.80 feet to the aforementioned Point of Beginning.

Together with

All of RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION, as recorded in Plat Book 91, Pages 55 through 59 inclusive, Public Records of Pinellas County, Florida.

EXHIBIT "A"

01 Cash 11 Chg
40 Rec 13.00
41 DS -
43 Int -
Tot 13.00

86146612

THIRD AMENDMENT TO MASTER DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
CAYA COSTA

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF CAYA COSTA ("Third Amendment") made this 26th day of June, 1986, by PINELLAS SERVICE CORPORATION, a Florida corporation (the "Developer") and CAYA COSTA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, on or about June 18, 1984, the Master Declaration of Covenants, Restrictions and Easements of Caya Costa was recorded in Official Records Book 5785, Pages 219 to 247, Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, on or about November 16, 1984, the First Amendment to the Declaration was recorded in Official Records Book 5879, Pages 2009 to 2013, Public Records of Pinellas County, Florida (the "First Amendment"); and

WHEREAS, on or about August 14, 1985, the Second Amendment to the Declaration was recorded in Official Records Book 6054, Pages 446 to 456, Public Records of Pinellas County, Florida (the "Second Amendment"); and

WHEREAS, the Declaration, as amended, imposed certain restrictions, easements, charges and covenants on the real property described therein; and

WHEREAS, at a duly called meeting of the Association on the 11th day of June, 1986 a majority of the votes of all members of the Association approved the further amendment of the Declaration as hereinafter provided.

1. Maintenance. Article VIII, Section 2 is further amended by the addition of the following Subsection (e) at the end of said section:

(e) Notwithstanding anything to the contrary contained herein, including the provisions of subsection (d) above, the Association shall be responsible for the maintenance of the top and exterior surface of the masonry wall (the "Wall") facing the adjacent Common Area Drive constructed along the rear of Lots 1-6, Block 2; the rear of Lots 1-10, Block 3; and the side of Lot 24, Block 1, Riviera Bay Second Addition Partial Replat and Addition according to the Plat thereof recorded in Plat Book 91 at pages 55 through 59, Public Records of Pinellas County, Florida. In addition to the maintenance of the top and exterior surface of the Wall the Association shall be responsible for the maintenance of the landscaping and irrigation system located between the Wall and the adjacent Common Area Drive and shall further be responsible for the repair or replacement of the wall in the event the wall is damaged or destroyed. In connection with this responsibility the Association shall have an easement over that portion of the aforescribed lots lying between the interior surface of the wall as it presently exists and the adjacent lot line for the purpose of maintaining, repairing, or replacing the Wall and the landscaping and irrigation system located between the Wall and the adjacent Common Area Drive. The Owner of each Lot upon which the Wall is located shall maintain the interior surface of the Wall, (ie the surface of the wall which faces the interior of the lot) however no Owner shall make any alteration to any portion of the Wall or paint the same without the prior written approval of the Association.

This instrument was prepared by:
D. MICHAEL SPEARS
of FISHER & SAULS, P.A.
Attorneys
100 Second Avenue South, Suite 701
St. Petersburg, Florida 33731

RETURN TO
Fisher & Sauls, P.A.
100 Second Avenue South, Suite 701
St. Petersburg, Florida 33731

William F. DeLoe
CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA

2. Other Provisions. Except as set forth in this Third Amendment, all other terms, conditions and provisions set forth in the Declaration, as amended, shall remain in full force and effect and shall be fully complied with.

3. Severability. Whenever possible, each provision of this Third Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment to Master Declaration of covenants, Restrictions and Easements of Caya Costa.

Signed sealed and delivered in the presence of:

Gloria J. Lathrop
Brenda Lee Christen

PINELLAS SERVICE CORPORATION; a Florida corporation

By: Peter J. Blank
as its President

CAYA COSTA COMMUNITY ASSOCIATION, a Florida not for profit corporation

By: Peter J. Blank
as its President

Attest: Alan C. Brown
as its Secretary

Gloria J. Lathrop
Brenda Lee Christen

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of June, 1986, by Peter J. Blank as President of PINELLAS SERVICE CORPORATION, a Florida corporation.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires DEC. 15, 1987

Gloria J. Lathrop
Notary Public

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of June, 1986, by Peter J. Blank and Alan C. Brown as President and Secretary, respectively, of CAYA COSTA COMMUNITY ASSOCIATION, Inc., a Florida corporation for profit corporation.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires DEC. 15, 1987

Gloria J. Lathrop
Notary Public

CONSENT AND JOINDER

The undersigned as the owner and holder of certain mortgages encumbering portions of the real property subject to the Declaration hereby consents to, agrees to be bound by, and subordinates the lien of its mortgages to the terms, conditions, and provisions of the Declaration, as previously amended, and as amended by the Second Amendment to Master Declaration of covenants, Restrictions and Easements of Caya Costa.

HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation existing under the laws of the United States of America

By: [Signature]
as its President

Attest: Robert L Carr
as its Executive Vice President

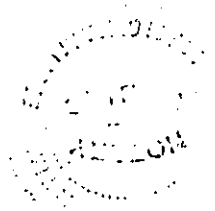
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of June, 1986, by Alfred T. May and Robert L. Carr as President and Executive Vice President respectively, of HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation existing under the laws of the United States of America.

My Commission Expires:

Brenda Lee Christian
Notary Public

Notary Public State of Florida at Large
My Commission Expires AUG. 22, 1987



NOW, THEREFORE, the Declaration and all previous amendments thereto are hereby amended as follows:

1. Definitions. Article I, Section 1 is hereby amended as follows:

(a) Subsection (l) is hereby deleted and the following definition of "Lot" substituted in its stead:

(l) "Lot" shall mean and refer to the parcels of land shown upon any recorded subdivision plat of the properties which are intended to contain a living unit or to any reconfiguration of any such parcel. In the event that any such parcel(s) is combined, replatted or otherwise reconfigured, then each reconfigured parcel in which a living unit is or is to be erected shall constitute one lot. Notwithstanding any reconfiguration, the owner(s) of any such reconfigured parcel(s) shall be responsible for the assessments due the Association relating to the reconfigured parcel(s) prior to any reconfiguration or combination. The total number of lots in the community is 235, which consists of: 70 Custom Home Lots, 120 Townhome Lots, and 45 Bay Home Lots.

(b) Subsection (B) is hereby deleted and the following definition of "Custom Home Lot" inserted in its stead:

(B) "Custom Home Lot" shall mean and refer to the following lots: Lots 1 through 24, inclusive, Block 1, Lots 1 through 6, inclusive, Block 2, Lots 1 through 10, inclusive, Block 3, Lots 1 through 10, inclusive, Block 4, Lots 1 through 9, inclusive, Block 5, and Lots 31/32, 33/34, 43/44, and 45/46, inclusive, Block 6 (each of these two lot combinations constituting one lot), all located in RIVIERA BAY SECOND ADDITION, PARTIAL REPLAT AND ADDITION, according to the plat thereof recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida, PLUS Lots 1 and 2, Block 1, located in SAN CARLOS SECTION OF RIVIERA BAY, according to the plat thereof recorded in Plat Book 97, Page 82, Public Records of Pinellas County, Florida; plus Lots 1 through 5, inclusive, Block 1 (previously identified as Lots 13-28, Block 3 on Tortuga Circle according to the plat thereof recorded in Plat Book 86, Page 71, Public Records of Pinellas County, Florida; provided, however, that in the event that any of said Lots is combined, replatted, or otherwise reconfigured, then each reconfigured parcel on which a Living Unit is or is to be erected shall constitute one Custom Home Lot.

(c) The following definitions are hereby added at the end of section 1 as subsections (D), (E), (F), and (G):

(D) "Bay Home" shall mean and refer to a Living Unit constructed on a Bay Home Lot.

(E) "Bay Home Lot" shall mean and refer to the following lots: Lots 1 through 5, inclusive, and Lots 14 through 27, inclusive, all in Block 1, all located in RIVIERA BAY SECOND ADDITION, according to the Plat thereof recorded in Plat Book 86, Page 69, Public Records of Pinellas County, Florida; PLUS Lots 1 through 6, inclusive, and Lots 23 through 25, inclusive, and Lots 27 through 30, inclusive, and Lots 47 and 48, all in Block 6, all located in RIVIERA BAY SECOND ADDITION, PARTIAL REPLAT AND ADDITION, according to the plat thereof recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida; PLUS Lots 3 through 7, inclusive, Block 1, and Lots 1 through 6, inclusive, Block 2, all located in SAN CARLOS SECTION OF RIVIERA BAY according to the plat thereof recorded in Plat Book 97, Page 82, Public Records of Pinellas County, Florida; provided, however, that in the event that any of said lots is combined, replatted or otherwise reconfigured, then each reconfigured parcel on which a Living Unit is or is to be erected shall constitute one Bay Home Lot.

(F) "Town Home" shall mean and refer to a Living Unit constructed on a Town Home Lot.

(G) "Town Home Lot" shall mean and refer to the following lots: Lots 6 through 13, inclusive, Block 1, and Lots 29 through 92, inclusive, Block 3, all located in RIVIERA BAY SECOND ADDITION, according to the plat thereof recorded in Plat Book 86, Page 69, Public Records of Pinellas County, Florida; PLUS Lots 7 through 22, inclusive, and Lots 35 through 42, inclusive, and Lots 56 through 79, inclusive, all in Block 6, all located in RIVIERA BAY SECOND ADDITION, PARTIAL REPLAT AND ADDITION, according to the plat thereof recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida; provided, however, that in the event that any of said lots is combined, replatted or otherwise reconfigured, then each reconfigured parcel on which a Living Unit is or is to be erected shall constitute one Town Home Lot.

2. Property Subject to Declaration. Exhibit "A" to the Declaration and all previous amendments thereto are hereby deleted, and Exhibit "A" attached hereto and by this reference incorporated herein, is hereby substituted in their stead, and the real property described therein shall hereinafter constitute "The Properties" for purposes of the Declaration and amendments thereto, which status shall not be affected by any replat thereof.

3. Architectural Control Committee. Article VI, Section 1 and Section 11 are hereby amended as follows:

a. Members of Committee shall be amended by deleting the first sentence of said section and substituting the following sentence in its place:

The Architectural Control Committee (hereinafter called the "ACC") shall consist of

five members.

b. Section 11, Custom Homes, shall be amended by deleting the last sentence in that section. Accordingly, Article VI, Section 11 shall read:

Section 11. Custom Homes. Notwithstanding the provisions of this Article VI to the contrary, the owner of a Custom Home Lot shall have the right to install and alter landscaping located on its Custom Home Lot without obtaining approval of the ACC, so long as all such landscaping is in keeping with the general first class standard of the Caya Costa development. All other construction, improvement and alteration of a Custom Home Lot (except as provided in Section 9 hereinabove) shall be subject to prior approval by the ACC and shall otherwise be subject to the provisions of this Article VI.

4. Insurance. Article VII is hereby amended by the addition of the following Sections 6 and 7 immediately following Section 5 thereof:

a. Section 6. Insurance Claims. Consistent with the Association's responsibility to assert insurance claims, as specified in Section 5 of this Article VII, the Association shall have the sole and exclusive right and responsibility for asserting any insurance claim under the policies of insurance maintained by the Association pursuant to Article VII. Accordingly, no owner, lessee or other person shall have the power or authority to assert any insurance claim on behalf of the Association relating to any insurance policy maintained by the Association. The violation of this restriction will result in the person(s) who asserted such claim(s) being responsible to the Association for any payment received together with any other cost to the Association caused by the assertion of such claim, including any increase in premium or costs or expenses associated with a cancellation of the Association's insurance coverage, which amount shall be treated and shall be collected as an assessment against the real property of the owner of the lot responsible for asserting such claim.

b. Section 7. Definition of Building Exterior. For purposes of identifying the Association's responsibility of insuring against damage to the exterior of Bay Home and Townhome buildings, as specified in Article VII, Section 1, "Exteriors of Bay Homes and Townhomes" shall be defined as including only the following:

- (a) Finished exterior walls; and
- (b) All roofs and roof decking, including rafters/ trusses.

5. Maintenance. Article VIII, Sections 2(a), 2(c), 6 and 7 are hereby deleted and the following provisions substituted in their stead:

a. Section 2(a). Responsibility of the Association. The Association shall provide maintenance to the lots and exterior of Living Units as it deems necessary in its sole discretion including, but not limited to, the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and exterior improvements. The Association shall have the responsibility for maintaining all walls, fences, and gates. The Association shall also maintain all utilities to the point where they enter the interior of a Living Unit. Notwithstanding the above, the owner, not the Association, shall have the responsibility to maintain alterations or additions to the improvements located on the lot as originally built by the developer unless the Association determines that it will assume such responsibility. Specifically, by way of example and not limitation, the Association will not be responsible for screen enclosures or additions, pools, spas and their decking, landscape, plants, trees, shrubs and gardens of any type installed by an owner.

c. Section 2(c). Damage to Common Area. Notwithstanding any provision in this Declaration to the contrary, in the event any common structural element or part thereof located within a Living Unit (including sewage structures or wires or cables for utilities) or any exterior building element which the Association is required to maintain requires maintenance, repair or replacement and the Association determines that the necessity for such maintenance, repair or replacement was due to any act or failure to act on the part of the owner of the Living Unit in question, and that the cost of such maintenance, repair or replacement would result in an equitable and unfair burden upon any other owners, then upon such determination by the Association, the cost of such maintenance, repair or replacement shall be the subject of a special assessment against such owner. This provision shall specifically apply to any damage caused by any contractor or other person or entity hired by any owner to perform work on a Living Unit or lot. This obligation shall also specifically apply to any damage caused by an owner's failure to treat any infestation or continuing damage caused by termites or other wood-destroying organisms which originate from his living unit or lot.

d. Section 6. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the properties and may assess the cost and expenses charged by the utility companies as part of the periodic assessments or as a special assessment. With respect to any utility services provided or contracted by the Association to the owners, the Association shall have the absolute right to terminate such services in the event of non-payment. The policy for termination and reinstatement of utility services shall be established by the board of directors, and the Association shall not be responsible for any damage caused to an owner or his property as a result of the termination of utility services for non-payment, provided the policies established by the board are followed. The Association shall have the further right to terminate utility services for the non-payment of any periodic or special assessment due from an owner. The policy for

termination and reinstatement of utility services for nonpayment of an owner of periodic or special assessments shall be established by the Association's board of directors, and the Association shall not be responsible for any damage caused to the owner or his property as a result of the termination of utility services for nonpayment of periodic or special assessments provided the policies established by the board of directors are followed. The Association likewise shall not be liable to any tenant or other occupant of the owner's property for any damages, whether economic or non-economic, and the owner shall indemnify and hold the Association harmless from any such claims.

e. 7. Maintenance of Dock 1. The dock identified as "Dock 1" located at the east end of Gasparilla drive shall be maintained and insured by the Association; provided, however, that the area described as "ingress- egress easement" located within the Dock 1 area shall be maintained by the owner of the lot on which said easement is located.

6. Dock #1. Article IX, Section 19 is hereby deleted, and the following provisions substituted in its stead:

Section 19. Dock #1. The developer has built a dock, known herein as Dock #1, at the eastern end of Gasparilla Drive as shown on the plat. As used herein, the term "Dock #1" shall be deemed to be composed of the following:

- (a) The boat dock and all improvements built in connection with such dock;
- (b) The real property on which such boat dock and pertinent improvements are built, all as more particularly described in the Sovereignty Submerged Land Lease recorded in Official Records Book 6246, Page 1605, Public Records of Pinellas County, Florida; and
- (c) The area described as "Ten-Foot Ingress-Egress Easement" located on Lot 6, Block 5, RIVIERA BAY SECOND ADDITION, PARTIAL REPLAT AND ADDITION, as recorded in Plat Book 91, Page 55, Public Records of Pinellas County, Florida, and the real property described in Exhibit "B" attached hereto and by this reference incorporated herein (the "Ramp Easement"). The Ten-Foot Ingress-Egress Easement and the Ramp Easement are hereinafter collectively referred to as the "Dock Access Easement".

Dock #1 (including the Dock Access Easement) shall be used only by the owners of the six lots located in Block 4 (i.e., the area commonly known as "The Pointe"). The owners of lots in Block 4 shall establish reasonable rules and regulations relative to the use of the dock. Any disagreements relating to the use of the dock shall be resolved by the Association's board of directors. The right to use the dock area shall

automatically include an easement to use all portions of Dock #1, including the Dock Access Easement, for reasonable purposes associated with docking a boat. The right to use Dock #1 shall run in favor of such owners, their lessees, invitees, guests, agents and employees. Such assignment shall be deemed to run with the ownership of each of said lots and such use rights shall pass upon conveyance to the new owners of such lots. The Association shall have the right to use Dock #1 to perform its maintenance and other responsibilities set forth herein. The Association shall have the right to establish reasonable rules with regard to use of Dock #1 in the event that there is any dispute between the owners of the lots to which the right to use Dock #1 has been assigned.

All costs incurred by the Association in connection with Dock #1 including, without limitation, cost of use rights for the underlying real property, insurance, repair, maintenance, improvement, management fees and utilities, shall be assessed to the owners of lots having use rights in Dock #1 in the manner determined by the Association. Such assessment shall be in addition to periodic assessments otherwise payable by such owners and shall be subject to the applicable provisions of this Declaration. Additionally, the Association may levy in any assessment year a special assessment solely against such owners for the purpose of defraying in whole or in part the cost of any construction or reconstruction, or unexpected repair or replacement incurred by the Association in connection with Dock #1.

The Association shall have an easement to construct, place, repair and maintain such improvements on the Dock Access Easement, as it deems appropriate to provide appropriate access to the boat dock, including, without limitation, a sidewalk, ramp and landscaping. The owners of the lots on which the dock easement is located shall have a right to use the easement area for any purpose which does not interfere with the improvements constructed, placed and maintained thereon by the developer or Association, and which does not interfere with its use as stated herein.

7. ~~Leases~~. Article IX, Section 10 is hereby deleted, and the following provision substituted in its stead:

Section 10. ~~Leases~~. No portion of a lot or Living Unit (other than an entire lot or Living Unit) may be rented. All leases shall be restricted to occupancy by a single family. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the articles, the bylaws, or the rules. Leasing of lots and Living Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No Living Unit may be leased more than twice in any calendar year; and no lease shall be approved for a term less than seven months. Owners wishing to lease their lots and Living Units shall be required to place in escrow with the Association a sum as

determined by the Board which may be used by the Association to repair any damage to the common properties or other portions of the development resulting from acts or omissions of tenants. The owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge as determined by the board, shall be returned to the owner within 90 days after the tenant and all subsequent tenants permanently move out. The Association is hereby deemed the agent of the owner for purposes of bringing an eviction proceeding deemed necessary by the Association. The Association and the owner shall both have the right to collect any attorney's fees against any occupant or tenant in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the land use documents, including fees for appellate review and post-judgment proceedings. In the event any owner enters into a rental agreement contrary to this section, the Association may, in addition to all other remedies set forth herein, assess a fine against the owner which shall be payable as a special assessment and may also terminate utility services to the owner's property until the requirements of this section have been fulfilled.

8. Boat Use Area (Boat Yard). Article IX, Section 20 is hereby deleted and the following provisions inserted in its stead:

Section 20. Boat Use Area. The boat use area shall be used for purposes of the launching and storage of boats, trailers and other watercraft, by owners, and for any other purpose provided by the Association. The Association, through its board, shall assign spaces on an availability basis. Should demand exceed availability, the Association may limit the use of owners to a single space, with the forfeiting of extra spaces being determined by the original rent date of each owner. The Association may establish rules and regulations regarding the use of the boat use area and may establish fees for the use thereof. Any unpaid fees incurred by an owner shall be treated as an assessment against his lot, and shall be collectible from an owner in the same manner as an assessment. The Association shall not be responsible for any loss or damage to any personal property stored in the boat yard area. All owners storing personal property in the boat yard area do so at their own risk. The Association shall have the right to utilize the boat use area for temporary storage purposes, as the need arises.

9. Additional Common Property. The real property and all improvements located thereon described in Exhibit "C" attached hereto and by this reference incorporated herein shall hereinafter constitute "common property" as said term is used in the Declaration and amendments thereto.

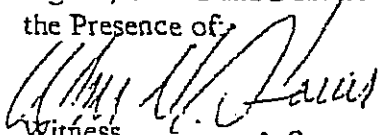
10. Other Provisions. Except as set forth in this Fourth Amendment, all other terms,

conditions and provisions set forth in the Declaration, as amended, shall remain in full force and effect and shall be fully complied with.

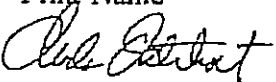
11. Severability. Wherever possible, each provision of this Fourth Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Fourth Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements of Caya Costa.

Signed, Sealed and Delivered in
the Presence of:



Witness

WILLIAM H. STOVER
Print Name

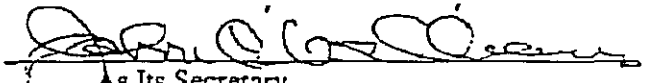

Witness

CHARLES J. O'STEADLY
Print Name

CAYA COSTA COMMUNITY ASSOCIATION,
a Florida Not-For-Profit Corporation

By: 
As Its President

ATTEST:


As Its Secretary

PINELLAS COUNTY FLA.
OFF. REC. BK. ~~9609~~ PG 280

PINELLAS COUNTY FLA.
OFF. REC. BK 9656 PG 2389

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 7th of February, 1997 by
ROBERT C. KLINE, the President of Caya Costa Community Association, a Florida not-
for-profit corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.

[Notarial Seal]

Lori Houlihan
Notary Public
1C069863, SJW, 02-13-1997 10:56:49
104 DEL-AM
RECORDING 1 \$46.50
TOTAL: \$46.50
CHECK AMT. TENDERED: \$46.50
CHANGE: \$0.00



LORI HOULIHAN
MY COMMISSION # CC429839 EXPIRES
February 17, 1999
BONDED THRU TRISTAR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 7th of February, 1997 by
JOHN C. WILLIAMS, the Secretary of Caya Costa Community Association, a Florida not-
for-profit corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.

[Notarial Seal]

Lori Houlihan
Notary Public



LORI HOULIHAN
MY COMMISSION # CC429839 EXPIRES
February 17, 1999
BONDED THRU TRISTAR INSURANCE, INC.

THE PROPERTIES

All of RIVIERA BAY SECOND ADDITION, as recorded in Plat Book 86, Pages 69 through 73, inclusive, Public Records of Pinellas County, Florida,

TOGETHER WITH

All of RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION, as recorded in Plat Book 91, Pages 55 through 59, inclusive, Public Records of Pinellas County, Florida,

TOGETHER WITH

All of SAN CARLOS SECTION OF RIVIERA BAY, as recorded in Plat Book 97, Page 82, Public Records of Pinellas County, Florida.

PC352379 955 04-01-1997 10:50:51
11 3016 - 00000375
AGR-CAYA COSTA COMMUNITY ASSEC
RECORDING 1 \$60.00
TOTAL: \$60.00
CHARGE AMOUNT: \$60.00

Exhibit A

A portion of Lot 7, Block 5, RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION, as recorded in Plat Book 91, Pages 55 through 59, inclusive, Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Northerlymost corner of said Lot 7 as a Point of Beginning; thence S.11°07'51"E., along the Easterly line thereof, 3.00 feet; thence S.69°09'37"W., 10.00 feet; thence N.77°29'43"W., 5.38 feet to the Northerly line of said Lot 7; thence N.69°09'37"E., along said Northerly line, 15.00 feet to the Point of Beginning.

Exhibit B

ADDITIONAL COMMON PROPERTIES

Lot 26, Block 6, RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION as recorded in Plat Book 91, Pages 55 through 59, inclusive, Public Records of Pinellas County, Florida.

PLUS

All of Tracts 4, 6, and 10, RIVIERA BAY SECOND ADDITION, as recorded in Plat Book 86, Pages 69 through 73, inclusive, Public Records of Pinellas County, Florida; less portions replatted as part of Riviera Bay Second Addition Partial Replat and Addition according to plat thereof recorded in Plat Book 91, Pages 55 to 59 inclusive, Pinellas County, Florida.

PLUS

Walkway lying between the East boundary of Lots 61 through 65 inclusive and the West boundary of Lots 56 through 60 inclusive, Block 3, RIVIERA BAY SECOND ADDITION, as recorded in Plat Book 86, Pages 69 through 73, Public Records of Pinellas County, Florida.

PLUS

A portion of RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION as recorded in Plat Book 91, Pages 55 through 59 inclusive, Public Records of Pinellas County, Florida, being described as follows:

From the Southwest corner of Lot 63, Block 6, said RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION as the Point of Beginning; thence S.89°54'48"W., along the North line of San Carlos Drive (a 50-foot common area), 145.00 feet; thence N.00°05'12"W., 10.00 feet; thence N.89°54'48"E., along the South line of Lot 64, Block 6, said RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION 125.00 feet to the Southeast corner thereof; thence N.00°05'12"W., along the East line of said Lot 64, 95.00 feet; thence N.89°54'48"E., 20.00 feet to the Northwest corner of said Lot 63; thence S.00°05'12"E., along the West line of said Lot 63, 105.00 feet to the aforementioned Point of Beginning.

PLUS

A portion of RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION as recorded in Plat Book 91, Pages 55 through 59 inclusive, Public Records of Pinellas County, Florida, being described as follows:

From the Southeast corner of Lot 72, Block 6, said RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION as the Point of Beginning; thence N.00°05'12"W., along the East line of said Lot 72, 105.00 feet to the Northeast corner thereof; thence N.89°54'45"E., 15.00 feet to an intersection with the West line of Lot 71, Block 6, said RIVIERA BAY SECOND ADDITION PARTIAL REPLAT AND ADDITION; thence S.00°05'12"E., along said line 95.00 feet; thence N. 89°54'48"E., along the South line of said Lot 71, 125.00 feet; thence S.00°05'12"E., 10.00 feet to an intersection with the North line of San Carlos Avenue (a 50-foot common area); thence S.89°54'48"W., along said line, 140.00 feet to the aforementioned Point of Beginning.