

SUN KETCH TOWNHOMES AT NORTHEAST

DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by SK DEVELOPMENT 1, LC, hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property in Pinellas County, State of Florida, which property is more particularly described as:

Sun Ketch Townhomes At Northeast as recorded in Plat Book 133 Pages 64 and 65 , of the Public Records of Pinellas County (the "Property").

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to **Townhomes At Northeast Association, Inc., a Florida Not-For-Profit Corporation**, its successors and assigns.

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

Section 3. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot is Tract A as shown on the plat of Sun Ketch Townhomes At Northeast, as recorded in Plat Book 113 Pages 64 and 65, Public Records of Pinellas County Florida (the "Plat").

Section 4. "Lot" shall mean any Lot shown on the recorded Plat as referred to herein with the exception of the Common Areas. "Dwelling" or "Unit" shall mean any residential structure located within the subdivision.

Section 5. "Declarant" or "Developer" shall mean and refer to SK DEVELOPMENT 1, LC, its successors and assigns if such successors or assigns should acquire more than one developed Lot from Declarant for the purpose of development.

Section 6. "Contiguous Units" shall mean that grouping of units or dwellings which share the same roof structure and/or share party wall(s).

Section 7. "Member" or "Members" shall mean every person or entity who hold membership in the Association as hereinafter provided.

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Section 8. "Maintenance of Common Areas and Easements" shall mean the exercise of reasonable care to keep all structures, bath house, swimming pool, pool deck and furniture, fences, roads, landscaping, irrigation systems, lighting, utilities (including without limitation, drainage, surface water management system, water and sewer facilities, and other related improvements and fixtures) in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 9. "Maintenance of Building Exteriors" shall mean the exercise of reasonable care to keep all building exterior surfaces including, roofs, soffits, fascia, siding, front doors, painted surfaces, fences and porches (but excluding patios, window frames, glass and screens, screened doors and garage door hardware and openers) in a condition comparable to their original condition, normal wear and tear excepted.

Section 10. "Surface Water Management System Facilities" shall mean the surface water management system facilities including, but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owners Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Areas which rights and easements shall pass with the title to every Lot, subject to the following conditions:

- (a) the right of the Association to suspend the voting rights and access to pool area of an owner for the period during which any assessment against his Lot remains unpaid; and for the period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication shall be effective unless an instrument signed by two-thirds (2/3) of each class of member has been recorded.

Section 2. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between Contiguous Units for any encroachment due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction or alteration is in accordance with the terms of this Declaration. Such easements shall exist to a distance of not more than six (6) feet as measured from any point on the common boundary between the Contiguous Units and between each Unit along a line perpendicular to such boundary. No Easement shall exist for encroachment occurring due to the willful conduct of an Owner.

- Section 3. Other Easements.**
- (a) **Utilities Easements** for installation and maintenance of utilities (including, without limitation, water and sewer facilities) and drainage facilities shall exist within ten (10) feet of utilities and/or the streets and alleys as shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation or change the direction of flow of drainage facilities in easements. The easement area of each Lot, the Common Areas and all improvements, including landscaping therein shall be continuously maintained by the

Association (including, without limitation, the maintenance of drainage, surface water management system, water and sewer facilities), except for improvements or maintenance for which a public authority or utility company may be responsible. The Association shall be solely responsible for the replacement of any landscaping, shrubbery or trees located within easement areas which has been removed or disturbed as a result of work performed by utilities providers.

- (b) **Dwelling Units - Structure.** No Dwelling or Unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and quasi-public utility corporation, their employees and contractors shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.
- (c) **Cross Easements -** Each Owner and the Association shall have an access easement over the Lots, excluding any driveway, building area, or patio. Owners of Contiguous Units within a building and the Association shall have an easement on the Lot and on the surface of the end wall of end Units in the buildings for the purpose of installing and maintaining electric meters, telephone connections, electrical or mechanical devices, pipes and wires for any common use facilities.

Section 4. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter the Unit or Lot at any reasonable hour of the day or in the event of any emergency, at any hour of the night upon timely notice to the Owner thereof, to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or any other person or entity acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The association shall have two classes of voting membership:

CLASS A The Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B The Class B Member(s) shall be the Declarant and shall be entitled to forty-two (42) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or
- (b) on January 1, 2010.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment The assessments levied by the Association shall be used exclusively to promote the recreation, health safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, drainage facilities and easements as provided herein, and maintenance of the exterior surfaces of the buildings situated upon the Property as provided herein.

Section 3. Maximum Annual Assessment Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$250.00 per month per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership of the Association
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum annual assessment allowed hereunder.

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association 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, reconstruction, repair or replacement or a capital improvement upon the Common Areas, building exteriors, or easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. if the required quorum is not present,

another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly, quarterly or annual basis at the discretion of the Board of Directors of the Association.;

Section 7. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Common Areas that:

- (A) the Association will assess, as defined herein above, against each and every member a "pro-rata share" of all, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the land and improvements or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such pro-rata share to be secured from default by the personal obligation of each and every individual Lot Owner who shall be a Member of the Association by virtue of said ownership of individual Lots.
- (B) the pro-rata share of each individual Lot Owner shall be a part of the "cost" of ownership and maintenance and shall be assessed as set forth in Section 4 herein above to each individual Owner.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each and every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is a Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum annual assessment permitted by Section 3 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's actual cost of operations and the amount received from Owners, other than Declarant, in payment of annual assessments levied against their respective Class A Lots. Such differences, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give a sixty (60) day written notice to the Association, thereby terminating its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments.

Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant upon which there is not a completed Unit shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A Members other than Declarant. On any Lot owned by Declarant upon which there is a completed Unit, Declarant will be assessed at the same annual assessment established for Lots owned by Class A members. Such assessments shall be pro-rated for the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by Declarant or ninety (90) days after completion, whichever is soonest, the Lot shall be assessed in the amount established for Lots owned by Owners other than Declarant, pro-rated and commencing on the month following the date of transfer of title

or completion. For purposes of this paragraph, "Completion" shall mean the issuance of a Certificate of Occupancy by Pinellas County. Notwithstanding the foregoing, any Units from which the Declarant derives rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than Declarant, prorated as of and commencing on the month following the execution of a rental agreement, or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be subject to a late charge fee of thirty dollars (\$30.00) and in addition shall bear interest from the due date at the highest rate permitted by law. For returned checks a fee of twenty five dollars (\$25.00) will be charged. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property. No Owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area(s) or abandonment of his Unit.

Section 10. Subordination of the Lien to Mortgages. The lien for any assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the validity or priority of the assessment lien, provided however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any other proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Budget The Association shall assess its Members annually a pro-rata share (as set forth herein above), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any manager or management company which may from time to time be employed by the Association to prepare such annual budget, and will instruct its Members to commence payments of their respective assessments to the Association simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each Member shall be set forth by Declarant as an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association for the first twelve (12) calendar months, to be determined from the date of execution of this Declaration, and each and every assessment shall be payable to the Association annually in accordance with and subject to the terms, conditions and covenants of the Declaration, the Articles and the By-laws of the Association. In the event at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowance made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year.

ARTICLE V ARCHITECTURAL CONTROL

Section 1 Members of the Committee and Term of Office. The Association shall have an Architectural Control Committee ("Committee") composed of three (3) persons . The Developer shall be entitled to appoint the initial member positions and replacements thereof until such time as the Developer has approved the plans and construction of improvements for the last Unit to be constructed on the land.

Section 2 Review of Proposed construction. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or replacement or alteration to the buildings or other improvements thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of exterior and topography by the Committee. In the event said Committee fails to approve or disapprove such design, and/or location, within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Section does not apply to the Developer/Declarant.

The Committee 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 governmental laws, statutes, ordinances, rules, regulations, orders and decrees. A majority vote of the committee shall be required for all actions taken by the Committee.

Section 3 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties. The time and place of meetings shall be determined by a majority of the Committee. Notice of meetings shall be given to each committee member personally or by mail, telephone, facsimile or e-mail within five (5) days prior to the meeting.

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

ARTICLE VI EXTERIOR MAINTENANCE

The Association shall be responsible for Maintenance of Common Areas and Easements and for Maintenance of Building Exteriors as defined in Article 1, Sections 9 and 10. In the event an Owner, shall fail to maintain in a manner satisfactory to the Board of Directors, its Lot and the improvements situated thereon which is the responsibility of the individual Owner, the Association shall have the right, through its agents and employees, to enter upon said Lot and to maintain such Unit and improvements situated thereon in a manner satisfactory to the Board of Directors. After approval by two thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Section 1. Roof Replacement Roofing shall be replaced on Contiguous Units when required, in the sole opinion of the Board. In no event shall an Owner or the Association be permitted to replace the roofing on an individual Unit unless the roofing on the Contiguous Unit is simultaneously replaced, unless such individual replacement shall be of an emergency and temporary nature to protect the dwelling from damage. Roofing quality, color and texture shall be consistent with and match as closely as possible the roofing originally installed.

ARTICLE VII PARTY WALLS

Section 1. General rules of Law to Apply. Each wall which is built as a part of the original construction of a Dwelling upon the Property and placed on the dividing line between the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to demand a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Negligence. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from the other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII USE RESTRICTIONS

Section 1. The subdivision shall be occupied and used only as follows:

- (a) Each Unit shall be used as a residence for a single family and for no other purpose. Conversion of Bonus Rooms to "garage apartments" for rental purposes is strictly prohibited. Garages may not be converted to living space or partitioned in any fashion either temporary or permanently that would prevent their use as a two-car parking space.
- (b) No business of any kind shall be conducted in any residence with the exception of the business of Declarant and its transferee in developing and selling all of the Lots as hereinafter set forth. However, nothing herein shall restrict home occupations.
- (c) No noxious or offensive activity or nuisance shall be carried on, in or about any Lot, Dwelling or Common Areas.
- (d) No sign of any kind shall be displayed to public view on a Lot or in the Common Areas without the proper written consent of the Association, except customary name and address signs may be placed on the surface of the building nearest the front door and, save and except on behalf of Developer, so long as Developer shall offer for sale any Lots within the Property, lawn signs of not more than five (5) square feet in size advertising a Developer-owned Lot for sale or rent. After such time as Developer shall have sold the last remaining Lot held by Developer for sale or rent within the Property, the display of signs shall be governed by the Association and its members through the Board of Directors as the Association's By-laws shall permit.
- (e) Nothing shall be done or kept on a Lot or on or about the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association and no owner shall permit anything to be done or kept

on his Lot or on the Common Area which would result in the cancellation of insurance on any residence or any part of the Common Areas or which would be in violation of any law.

- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on Lots and in Units subject to the rules and regulations relating to size, number, species, control and other matters as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial or business purposes. Pets must be on a leash at all times except when in residences. Pets are prohibited from being kept on open porches and/or within enclosed patios when occupants are not on the premises and between the hours of 10pm and 7am. No pet shall be permitted to leave its excrement on any portion of the Lots, Common Areas or any adjacent right of way in the Subdivision, and the Owner of such pet shall immediately remove same.
- (g) No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.
- (h) No outbuilding, tent, shack, garage, shed, trailer or temporary structure of any kind shall be kept or permitted upon any Lot or upon the Common Areas within the Subdivision either temporarily or permanently.
- (i) No drilling or development operation or refining quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall water wells, tanks, tunnels, mineral excavations or other structure for use in boring for water or natural gas or minerals be erected, maintained or permitted on any Lot.
- (j) Nothing shall be altered in, constructed on planted on or removed from the Common Areas or open yard area of any Lot except with the written consent of the Association.
- (k) No Owner, tenant or agent of an Owner shall paint, repair, maintain, alter or otherwise perform work on the exterior of any Unit, Lot, landscaping or Common Area without the written consent of the Association. This provision shall not apply to landscaping or painting within enclosed patios. Enclosing patios with a roof, awning or screen of any kind is prohibited..
- (l) No radio or television antenna or satellite dish shall in excess of twenty (20) inches in diameter shall be mounted on the exterior, or roof of any building or in a yard area unless screened from view from the street or other units and approved by the Association prior to installation. All wiring must be hidden from view; wires, conduits, pipes and cables are not permitted on the outside of any exterior wall.
- (m) Motor Vehicles and Parking Restrictions: Except as expressly provided for herein, no part of the Property shall be used for outside parking, storage, maintenance, repair, rebuilding, dismantling, repainting or servicing of any motor vehicle, boat, trailer, camper, motor home or any other motor-driven or towed vehicles. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicles, boat, trailer, camper, motor home or motor driven cycle, together with those activities normally incident and necessary to such washing and polishing.

No boat, trailer, camper or motor home shall be parked outside overnight on any part of the Property, however this restriction shall not apply to any area the Association may designate for parking of such vehicles. Vehicles, boats, trailers, campers and motor homes which will not fit into the garage with the door closed are not permitted to park overnight on any parking area, driveway or on any street adjacent to the Property. Parking is permitted only in designated areas; parking on lawns or landscape areas is strictly prohibited. Parking in alleys is prohibited. Vehicles parked on driveways may not protrude into alleys. Speed limit in alleys is not to exceed ten (10) miles per hour. Driveway parking space on each Lot shall be for the sole and exclusive use of the Lot owner and his guests. No inoperable motor vehicle and/or a vehicle without a valid license may be parked outside on the Property.. The Association may from time to time designate specific parking areas for guest parking and may promulgate other parking regulations.

- (n) Bicycles, equipment, materials, supplies , cooking grilles and children's toys may not be stored on any porch or within view of any Unit or Common Area unless within enclosed patio with a visual barrier consisting of fencing, landscaping and planting at a height and type which is approved by the Board.
- (o) Front Porches are not be to be enclosed in any fashion with screening, gates, doors windows or any type of visual barrier whether temporary or permanent other than open railings of the same, type kind and color as originally provided by the developer.
- (p) The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the said Subdivision and to prevent such nuisance as shall arise from time to time as they relate to the use of the Lots and the Common Areas, as set forth in the By-Laws of the Townhomes At Northeast Association, Inc.

Section 2. Development of Subdivision. Declarant or transferee of Declarant shall undertake the work of completing all Lots and Units included on the Property. The completion of that work and the sale, rental or other disposition of Units is essential to the establishment and welfare of the community. Until the Declarant shall have completed the development and sales of all Lots and/or Units to be constructed within the Property, Declarant, Declarant's transferee or the employees, contractors or subcontractors of the Declarant shall have the following rights with regard to the Property:

- (a) **Use of the Property.** The right to use, occupy and demonstrate all portions of the Property for the purposes of promoting and aiding in the sale or rental of living units on or to be constructed on Lots by Declarant; except, however, any Lots which have been sold and transferred to homeowners are specifically excluded from this provision.
- (b) **Promotion.** Display and erect signs, billboards and placards and to store, keep exhibit and distribute printed, audio and visual promotional materials in and about the Property; except, however, any Lots which have been sold and transferred to homeowners are specifically excluded from this provision.

- (c) **Rules and Regulations.** Establish and promulgate rules and regulations not inconsistent with any of the provisions of this document concerning the Property.
- (d) **Structures.** Construct and maintain on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, or Common Areas, such structures as may be reasonably necessary for the completion of the such work, the establishment of the Subdivision as a residential community and the disposition of Lots by sale, lease or otherwise.
- (e) **Rights of Homeowners.** Declarant acknowledges the right of the homeowners to use the Common Areas and Easements; and agrees that the activities defined in Section 2(a), 2(b), 2(c) and 2(d) above shall be reasonable as to time and scope so as not to deprive the homeowners of their vested rights to use these areas.

As used in this section, the words "Its transferees" specifically excludes purchasers of Lots improved with completed residential units.

Section 3 Renting or Leasing of Units. Units may be rented or leased only by written leases and subject to the following restrictions:

- (a) **Lease Term** The minimum lease period shall be no less than 90 days.
- (b) **Frequency of Rental.** Units may be rented or leased no more than two (2) times each calendar year.
- (c) **Sub-leasing.** No sub-leasing of Units is permitted at any time.

Lessee to Comply with Declaration. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation and the rules and regulations promulgated thereunder as though such tenant were an Owner.

(1) Each Owner agrees to cause his lessee, occupant or persons living with such Owner or his lessee to comply with the Declaration, Bylaws and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the residence are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Association's option, considered a default in the lease.

(2) In the event that a lessee, occupant or person living with the lessee violated a provision of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due or damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to all remedies available to landlord upon the breach or default of the lease agreement by the lessee.

(3) The Association shall also have the power to impose reasonable fines upon the Owner and/or lessee for any violation by the lessee, occupant, or

person living with the lessee of any duty, imposed under the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant, or person living with the lessee to use the Common Area. The Association shall have authority and standing to enforce any lease restrictions, contained in or promulgated in accordance with this Declaration.

**ARTICLE IX
OWNER'S OBLIGATION TO REPAIR**

Each Owner shall, at his sole cost and expense, repair and maintain the interior of his Unit, the enclosed patio, all windows, screens, patio, porch and screen door keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting normal wear and tear. If all or any portion of a Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Unit in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by cause beyond the control of the Owner.

**ARTICLE X
INSURANCE**

All Owners shall be required to carry Homeowner's Insurance and Flood Insurance (if applicable) on their Unit in an amount not less than 100% of the true replacement cost excluding land. Each Owner's insurance policy shall list the Association as an additional named insured and a certificate of insurance shall be delivered to the Association at the initial closing and annually to show proof of insurance. In the event an owner does not have insurance, or sufficient insurance coverage of the unit, the Association shall have the right, but not the obligation, to purchase the necessary insurance on behalf of the Owner. The cost of such insurance shall be added to and become a part of the Assessment to which the Lot is subject.

**ARTICLE XI
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RESTRICTION**

No construction may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities.

The Southwest Florida Water Management District ("The District") has the right to take enforcement measures, including a civil action or injunction and/or penalties, against the association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Any amendment to the Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water System Facilities shall have the prior written approval of the District.

If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water System Facilities in accordance with the requirements of the Environmental Resources Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.5.2.4h, Rule 40D of the Florida Administrative Code.

**ARTICLE XII
GENERAL PROVISIONS**

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

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

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Notwithstanding the provisions of this section, the Developer shall have the sole and exclusive right to amend the Declaration at any time prior to expiration of class B membership.


Section 4. Conflicts. In the case of any conflict between the Declaration, The Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal on 11th day of April, 2007.

SK DEVELOPMENT 1, LC.,
a Florida Limited Company

By: 
Thomas L. Quartetti, President

Attest:
By: 
Ralph W. Quartetti, Vice President

WITNESSES:

ERIKA S. HUNTER


MARY BOSTON

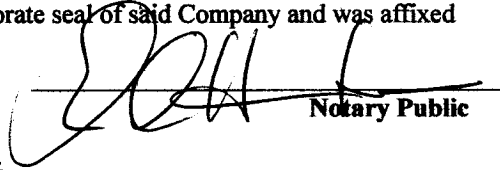
ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

Before me, the undersigned authority, authorized to take acknowledgments in the above County and State, personally appeared Thomas L. Quartetti and Ralph W. Quartetti, President and Vice President,

respectively, to me well known personally and known to me to be the persons described, of SK DEVELOPMENT 1, LC., a Florida Limited Company, and who and each severally acknowledged the execution of the within instrument as officers for and on behalf of and as the act and deed of said Company, for the uses and purposed therein expressed, pursuant to authority lawfully conferred upon them by said Company, and that the seal affixed thereto is the true and genuine corporate seal of said Company and was affixed thereunto by said officers.




Notary Public

JOINDER OF MORTGAGEE

The undersigned Whitney National Bank, a national banking association., owner and holder of that certain Mortgages recorded in Official Records Book 14679, Page 829, of the Public Records of Pinellas County, Florida, hereby joins In the Declaration of Covenants, Conditions, Restrictions and Easements of TOWNHOMES AT NORTHEAST.

WHITNEY NATIONAL BANK, a national banking association.

By: *Eric S. Treichel, Vice President*
Eric S. Treichel, Vice President

Attest:

By: _____

WITNESSES:

Melissa Filippone
[Melissa Filippone]

Melany Lozier
[Melany Lozier]

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

Before me, the undersigned authority, authorized to take acknowledgments in the above County and State, personally appeared *ERIC TREICHEL* and *Eric S. Treichel*, as *Vice President* and *Eric S. Treichel*, respectively, to me well known personally and known to me to be the persons described, of WHITNEY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION and each severally acknowledged the execution of the within instrument as officers for and on behalf of and as the act and deed of said Association, for the uses and purposed therein expressed, pursuant to authority lawfully conferred upon them by said Association, for the uses and purposed therein expressed, pursuant to authority lawfully conferred upon them by said Corporation, and that the seal affixed thereto is the true and genuine corporate seal of said Association and was affixed therunto by said officers.

[Signature]
Notary Public

