

N20 0000 10313

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

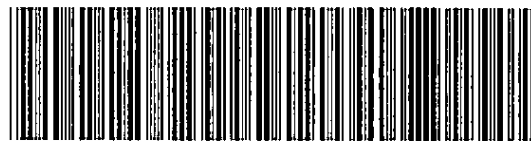
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600378804516

01/09/22--0,009--014 **35.00

FILED

2022 JAN -6 AM 9:07

C. BRUMBLEY

JAN 27 2022

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Sea Palms Townhomes Homeowner's Association

DOCUMENT NUMBER: N20000010313

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Wilson D. Ayala, III

(Name of Contact Person)

Ayala Law Firm, PLLC

(Firm/ Company)

PO Box 320463

(Address)

Tampa FL 33679

(City/ State and Zip Code)

kgrove@westbaytampa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Wilson Ayala

813

416-6060

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**Articles of Amendment
to
Articles of Incorporation
of**

Sea Palms Townhomes Homeowner's Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N20000010313

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

2022 JAN -6 AM 9:07

FILED

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CFO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

SEE ATTACHED

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 12/13/2021

DocuSigned by

Signature Keith Grove

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

KEITH GROVE

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

This Instrument Prepared By,
and, Return To:
Wilson D. Ayala, III
Ayala Law Firm, PLLC
P.O. Box 320463
Tampa, Florida 33679-2926

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SEA PALMS TOWNHOMES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SEA PALMS TOWNHOMES (this "**Declaration**") is made on this ____ day of _____, 2020, by **Sea Palms Dunedin, LLC**, a Florida limited liability company ("**Declarant**"), with reference to the following:

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Pinellas County, Florida, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**" or the "**Properties**"), and desires to create a residential community on platted Lots which shall contain single-family townhomes known as the Sea Palms Townhomes;

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values, and amenities of the Sea Palms Townhomes and, to this end, desires to subject the Property to the terms, covenants, easements, conditions, rights, and obligations of this Declaration, and has created a non-profit membership corporation called Sea Palms Townhomes Homeowner's Association, Inc., a Florida not-for-profit corporation (the "**Association**"), to be given the power and duty of maintaining and administering the Common Areas (as defined herein) and enforcing this Declaration.

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

**ARTICLE I
DEFINITIONS**

1.01 "**Area of Common Responsibility**" those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, or by contract become the responsibility of the Association.

1.02 "**Articles of Incorporation**" shall mean the Articles of Incorporation for the Association attached hereto as Exhibit "B".

1.03 "**Assessments**" shall mean a sum or sums of money for common expenses provided for herein, or by any subsequent amendment, which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of the Sea Palms

Townhomes, for establishing and providing services to Owners and occupants and for maintaining the Property or Common Areas within the Sea Palms Townhomes, and areas common to overall campus (i.e. main entrance, water maintenance, etc.) all as may be specifically authorized from time to time by the Board of Directors of the Association (as defined below), which, if not paid by an Owner, can result in a lien against the Lot. The Assessments shall include Monthly Assessments, Special Assessments, and Specific Assessments.

1.04 "Association" shall mean and refer to the Sea Palms Townhomes Homeowner's Association, Inc., a Florida not-for-profit corporation, and its successors and/or assigns.

1.05 "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for the administration of the Association.

1.06 "By-Laws" shall mean the By-Laws of the Association attached hereto as Exhibit "C".

1.07 "Common Areas" shall mean all real property to be owned or leased by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees, and invitees, as well as all real property which is dedicated to the Association or its members by recorded plat or a Supplemental Declaration. The Common Areas include all land that is subject to this Declaration, less and except (a) the platted Lots which have been reserved by Declarant for sale to Owners and (b) all Storm Water Management Systems (as defined herein) that serve the Property and all Surface Water Management Systems as shown on the plat for Sea Palms Townhomes and (c) Docks and Slips as defined herein. All Common Areas except those specifically excluded by this Declaration, shall be deeded by Declarant to the Association as hereafter provided.

1.08 "Common Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including any reasonable reserve, as the Board may find necessary and appropriate from time to time.

1.09 "Declarant" shall mean and refer to Sea Palms Dunedin, I.L.C., a Florida limited liability company, its successors and assigns, by specific written assignment, acting pursuant to this Declaration. It shall not include any person or entity who purchases a Lot, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

1.10 "Dock" shall mean the docks and boat slips adjacent thereto. There shall be a corresponding number of docks built to that of the Units. Each Unit shall include an assigned dock. The slip and adjacent dock shall be owned by the Unit owner and maintained by the HOA as a common area, in accordance with this Declaration. A document assigning Dock slip numbers to Lot numbers, is attached hereto as Exhibit "D."

1.11 "Guest" means any person who is physically present in, or occupies a Lot at the invitation of the Owner without the payment of consideration or rent.

1.12 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Lot, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.13 "Lease" means the grant by a Lot Owner of a temporary right of use of the Owner's

Lot for valuable consideration.

1.14 **"Lot"** shall mean a platted residential Lot as shown on the Plat of the Sea Palms Townhomes, recorded in Plat Book __, Page __, Public Records of Pinellas County, Florida.

1.15 **"Member"** shall mean and refer to all those Owners who are members of the Association.

1.16 **"Monthly Assessment"** shall mean and refer to monthly assessments levied on all Units subject to assessment under this Declaration, to fund Common Expenses for the general benefit of all Units.

1.17 **"Occupant"** when used in connection with a Lot, means any person who is physically present in a Lot on two (2) or more consecutive days, including staying overnight.

1.18 **"Owner"** or **"Lot Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties, but shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.19 **"Party Wall"** shall mean and refer to any wall common to two Units, which shall be owned equally by the Owners of such Units.

1.20 **"Primary Occupant"** shall mean the natural person approved for occupancy when title to the Lot is held in the name of a trustee, a corporation, or other entity, which is not a natural person.

1.21 **"Properties"** or **"Property"** shall mean and refer to the Property as more particularly described in **Exhibit "A"** attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration, all known as the Sea Palms Townhomes.

1.22 **"Special Assessments"** means assessments levied in accordance with Article IV, Section 4 of this Declaration.

1.23 **"Specific Assessments"** means assessments levied in accordance with Article IV, Section 5 of this Declaration.

1.24 **"Surface Water Management System and Storm Water Management System"** shall mean and refer to the surface water management system or storm water management system for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

1.25 **"Unit"** shall mean and refer to a single-family residence and ancillary structures such as garages, decks, and screen enclosures.

1.26 **"Supplemental Declaration"** an amendment or supplement to this Declaration filed pursuant to Article XV, which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

ARTICLE II
PROPERTY RIGHTS

2.1 **Common Areas.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a non-exclusive easement of ingress and egress over the roadways in the Properties, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association to dedicate, transfer, or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as it may deem proper.

C. The right of the Board to promulgate, modify, amend, and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

D. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on, and across all Common Areas, and upon all sidewalks, paths, walkways, lanes, streets, and avenues, as the same from time to time exist upon the Common Areas, and for vehicular traffic over, through, and across such portions of the Common Areas as from time to time may be installed for such purposes.

E. There shall be an easement for encroachment in favor of the Declarant, Owners, and the Association where any portion of the Common Areas encroaches upon any portion of a Lot.

F. Any portion of the Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit, or other document shall be preserved and maintained by the owner of such land as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.

2.2 **Delegation of Rights.** Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his Guests, his tenants, invitees, or contract purchasers who reside on the Property.

2.3 **Conveyance of Common Areas.** The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant no longer owns any Lot in the Properties. Declarant may convey title, and the Association shall accept title, at any time prior to the Declarant's conveyance of the last Lot owned by the Declarant, at Declarant's sole option.

2.4 **Judicial Partition.** There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Properties or any part thereof seek judicial partition thereof.

2.5 **Drainage Utility Easements.** Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of

drainage facilities in the easements.

2.6 **Driveways.** Every Lot Owner shall have an easement over any portion of his, her, or their driveway located beyond his, her, or their Lot line.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 **Qualification.** Every person or entity who is a record fee simple Owner of a Lot, including Declarant, at all times, as long as it owns all or any part of the Property, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant, and such natural person shall exercise the Lot's membership rights. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

3.2 **Voting.** The Members of the Association shall be entitled to vote as outlined in the Articles of Incorporation. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose, except for establishing a quorum. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant designated as set forth above.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENT

4.1 **Assessments.** Subject to the provisions of Article IV, Section 4.13 herein, the Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Monthly Assessments or charges and any Special Assessments or Specific Assessments to be fixed, established, and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs of collection, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such Assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or services, or by abandonment or otherwise.

4.2 **Monthly Assessments.** The Monthly Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of management, the provision of services, maintenance, and repairs in a manner consistent with the maintenance standards of the Sea Palms Townhomes, and promoting the health, safety, and welfare of the residents in the Properties, including, but not limited to, the following:

A. Payment of all fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services, to the Owners and residents of the Sea Palms Townhomes.

B. Improvements, maintenance, and repair of the Common Areas and Areas of Responsibility, including, but not limited to, the cost of maintaining the following:

i. All streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;

2. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;
 3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;
 4. Fences, signs, street lights and fountains located on the Common Areas;
 5. Operation, maintenance and repair of the Surface Water Management System and Storm Water Management System located within the Property which serves only the Property. The Association shall be responsible for the operation, maintenance and repair of the master Surface Water Management System or Storm Water Management System;
 6. Painting and general upkeep of all improvements constructed on the Common Areas;
 7. Maintenance or repair of the electrical lighting and other necessary utility services for the Common Areas, and non-potable water to service the sprinkler system in the Common Areas and on the Lots;
 8. Maintenance or repair of the fire suppression system. The Fire suppression system shall be considered common property of the Association and the Association shall be solely responsible for its maintenance and repair.
 9. Annual exterior treatment for termites (all interior pest treatment shall be the responsibility of the Lot Owners, with the exception of termite infestation and the need to have all units tented, for which a Special Assessment shall be levied).
 10. Maintenance and/or repair of all unit owners individual Docks and walkways
- C. Monthly payment of the shared County Utilities account providing water, sewer, and trash services.
- D. Monthly payment of the shared Clearwater Gas service bill.
- E. Hiring professional advisors, management companies, service providers and payment of management and service fees and charges;
- F. Flood and fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;
- G. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;
- H. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;
- I. Acquisition of equipment for the Common Areas as may be determined by

the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

J. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;

K. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

L. Satisfaction of any of the obligations imposed by Pinellas County and/or any other governmental entity;

M. Payment of real property taxes, personal property taxes and other Assessments levied against the Common Areas; and

N. Improvement, maintenance and repair of any portion of a Lot, which is the responsibility of the Association pursuant to the terms of this Declaration.

4.3 **Lawn and Landscaping.** In addition to maintenance of the Common Areas, the Lot Owners shall be assessed by the Association for the regular maintenance of the lawn and landscaping on their Lots. The lawn and landscaping Assessments shall be considered a part of the Monthly Assessment. Also included in the Monthly Assessments of the Association shall be Assessments for minor repair and maintenance of driveways on each Lot from each residence to the roadway providing access to such residence.

4.4 **Special Assessments.** In addition to the Monthly Assessments, the Association may levy in any Assessment year a Special Assessment, applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. All Special Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Special Assessment.

4.5 **Specific Assessments.** In addition to the Monthly Assessments, the Association may levy a Specific Assessment, against one or more Units, for extraordinary maintenance, reconstruction, or repairs to a Unit that are undertaken by the Association pursuant to this Declaration. All Specific Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Specific Assessment.

4.6 **Apportionment of Assessments.** All Monthly Assessments and Special Assessments for items pertaining to the Common Areas and Association maintenance responsibilities shall be at a uniform rate for each Lot in the Properties, except as set forth in Article V below; provided, however, the Association may assess additional costs against any Lot to correct maintenance deficiencies, or to enforce the provisions of this Declaration, or which contains special plantings or landscaping, such as rose gardens, orchids, etc., which require extra care, maintenance and expense by the Association.

4.7 **Determination of Assessments.** The Board shall fix (a) the date of commencement and (b) the amount of the Assessments against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of

Assessments, the Association shall notify Owners by sending written notice of such commencement date and amount to said Owners at the address as shown on the current roster of Members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge, 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.

4.8 **Payment of Monthly Assessment.** The Monthly Assessment for which provision is herein made shall be paid monthly, in advance, unless otherwise determined by the Board. The first Monthly Assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.9 **Right to Lien.** If any Assessments are not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Lot in the Public Records of Pinellas County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

4.10 **Priority of Lien.** Liens for delinquent Assessments shall be effective as of the date of recording the claim of lien in the Public Records Pinellas County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.11 **Subordination of Lien to Institutional Mortgage.** The lien of the Assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee, unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot(s) pursuant to a decree of foreclosure and in any other proceeding in lieu of foreclosure, and shall relieve any Lot(s) neither from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment.

4.12 **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 of any easement or other interest therein dedicated and accepted by Pinellas County and devoted to public use;

B. All Common Areas as defined in Article I; and

C. All Lots owned by the Declarant prior to initial conveyance.

4.13 **Payment of Deficiency by Declarant.** Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, prior to turnover of control of the Association, the Declarant shall not be obligated for, nor subject to, any Monthly Assessment for any Lot which it may own. Further, the Declarant shall not be responsible for paying the difference or deficiency between the Association's expenses funded by Monthly Assessments and the amount received from Owners. The Declarant shall not be responsible for any reserves, capital expenditures, or Special Assessments.

ARTICLE V

ASSOCIATION

5.1 **Duties of the Association.** The Association shall be responsible for maintenance of the Common Areas, for repair, maintenance, and painting of the exterior of the residence on each Lot, for maintenance of the lawns and landscaping on the Lots, for repair and maintenance of the driveway and sidewalks located on each Lot, and for irrigation and other maintenance responsibilities, as determined by the Board.

5.2 **Authority to Contract for Services by Third Parties.** In order to fulfill its obligations under this Declaration, the Association shall have the power and authority to execute one or more maintenance or service contracts providing for maintenance and/or other services to Members, Lots, and the Property.

5.3 **Association Intervention.** In addition to the regular maintenance responsibilities of the Association, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors to preserve the beauty, quality, and value of the Neighborhood, any additional maintenance, repair, or replacement that is otherwise the responsibility of the Lot Owner hereunder and which the Lot Owner fails to replace, restore, repair, or perform after thirty (30) days' written notice to the Lot Owner of the need of such replacement, restoration, repair, or maintenance.

5.4 **Reimbursement of Association.** The cost of such additional maintenance set forth above shall be assessed against the Lot upon which such maintenance is performed, or at the option of the Board of Directors, against the Lot or Lots benefiting from the maintenance. The Assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. Any such additional maintenance Assessments shall not be considered a part of the Base or Special Assessment. Any such additional maintenance Assessment shall be a lien on the Lots affected and the personal obligation of the Owners and shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

5.5 **Reconstruction.** In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood, or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VII below.

5.6 **Failure of Owners to Repair.** In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

5.7 **Assignment of Insurance Proceeds.** In the event that the Association exercises the rights afforded to it in this section, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

For this purpose, the Owners of the Lots agree to provide for the Association to be named as an additional insured under any hazard and flood insurance policies relating to their Lots and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to

time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association.

5.8 **Payment of Costs.** Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association.

ARTICLE VI SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER MANAGEMENT SYSTEM.

6.1 **Dedication.** The Surface Water Management System and Storm Water Management System are hereby dedicated as part of the Common Areas. The Surface Water Management System and Storm Water Management System shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state.

6.2 **Maintenance and Monitoring.** The Association shall be responsible for the maintenance, operation, and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the South West Florida Water Management District (the "District"). Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District. All operation maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

6.3 **Use Restrictions.** The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

- A. Digging or excavation;
- B. Depositing fill, debris, or any other material or item;
- C. Constructing or altering any water control structure; or
- D. Any other construction that would modify the Surface Water Management System and Storm Water Management System.

If the Property contains a wetland mitigation area or a wet detention pond (as defined in the District regulations), no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. In addition, if the Property contains a wetland mitigation area which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintaining the wetland mitigation areas until such time as the District determines that the area is successful in accordance

with the Environmental Resource Permit.

6.4 **Construction.** Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

6.5 **Enforcement by District.** The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

6.6 **Dissolution of Association.** If the Association ceases to exist, then all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System and Storm Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such system.

6.7 **Covenant for Maintenance Assessments for Association.** Assessments shall also be used for the maintenance and repair of the Surface Water Management System and Storm Water Management System, including, but not limited to, work within retention areas, drainage structures, and drainage easements.

6.8 **Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System and Storm Water Management System for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water Management System and Storm Water Management System at a reasonable time and in a reasonable manner to operate, maintain, or repair the Surface Water Management System and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System and Storm Water Management System. No person shall alter the drainage flow of the Surface Water Management System and Storm Water Management System, including buffer areas or swails, without the prior written approval of the District.

6.9 **Amendment.** Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

ARTICLE VII **USE RESTRICTIONS**

The use of the Lots shall be in accordance with the following provisions:

7.1 **Single Family.** The Property may be used for single-family residential living and for no other purpose. No trade, business, profession, or other type of commercial activity may be conducted on any part thereof.

7.2 **Unauthorized Structures.** No tents, trailers, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the prior written consent of the Declarant or of the Association after Declarant has conveyed the last Lot which Declarant owns in the Property.

7.3 **Communication Equipment.** To the extent permitted by law, no aerial, antenna, antenna poles, antenna masts, citizen band, or amateur band antennas, or satellite dish shall be

placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, without the prior written consent of the Association.

7.4 **Recreational Vehicles.** No boats, commercial vehicles, trailers, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles and non-commercial trucks or vans, as determined by the Board, shall be placed, parked, or stored upon any Lot (except in the garage) or in the Common Areas for a period of more than eight (8) hours, unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the Properties, except within a building where totally isolated from public view. All garage doors must remain closed, except upon entering or exiting the garage.

7.5 **Street Parking.** All vehicles must be parked in the garage. No vehicles may be parked on the streets located within the Property. Guests vehicles may be parked in driveway only.

7.6 **Sprinkler Systems.** All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the water line of any abutting lakes or water management areas. No stones, gravel or paving of any types shall be used as a lawn.

7.7 **Nuisance.** Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to the Sea Palms Townhomes. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.8 **Signs.** No sign of any kind, including "For Sale" signs, shall be displayed to public view on any Lot or Common Area, including signs placed in windows, except a sign identifying the Sea Palms Townhomes, street or traffic control signs, or except as placed by the Declarant or approved by the ARB or the Association as the case may be. After Declarant no longer owns any portion of the Properties, Owners may maintain one "For Sale" sign which meets Association approval.

7.9 **Maintenance of Lawn Structures.** No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvement, or appurtenance shall be kept in a safe, clean, orderly, and attractive condition, and all structures shall be maintained in a finished, painted, and attractive condition. All lawns, landscaping, and sprinkler systems shall be installed and maintained in a neat, orderly, and live condition.

7.10 **Declarant's Rights.** The sale, rental, or other disposition of Lots in the Property is essential to the establishment and welfare of the Properties as an on-going residential community. In order that the development of the Properties be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents, and assigns, contractor, or subcontractors of Declarant, or of Declarant's transferees, from taking any action they may determine to be reasonable, necessary, or advisable for the completion of the work and the sale and establishment of the Properties as a residential community, including, but not limited to, constructing, maintaining, and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this section, the words "its transferees" specifically exclude purchasers of Lots.

7.11 **Garbage.** No rubbish, trash, garbage, or other waste materials shall be kept or permitted at the driveway area of any Lot. Waste shall be kept in sanitary containers, which shall

be kept within the garage of each Unit. Sanitary containers may not be placed outside the driveway area of any Lot, except for a reasonable period for refuse pickup to be accomplished.

7.12 **Gas Tanks.** Gas tanks shall not be allowed other than propane tanks attached to a grill.

7.13 **Fences.** No fences of any kind may be constructed or installed on any portion of any Lot with the exception of courtyard fences, which may be constructed only with HOA approval.

7.14 **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. The Owner of each Lot may keep pets of a normal, domesticated, household-type, such as a cat or dog on the Lot, subject to the behavioral criteria set forth below. All pets shall be registered with the Association and pets are limited to Owners or Lessees only. Pets are permitted in the recreation areas. The pets must be leashed at all times while on any of the Common Areas outside the pet owner's Lot. Each pet owner shall be responsible for the removal and disposal of their pet's bodily waste. The Board of Directors is empowered to order and enforce the removal of any pet that becomes a reasonable source of annoyance to other residents in the Property. All pets must meet the following strict behavioral criteria:

A. The pet shall not make disturbing noises such as barking or crying that interfere with other residents' quiet enjoyment of the Property;

B. The pet shall not be permitted to damage any Common Area of the Property;

C. The pet shall not be permitted to defecate except in permitted areas. When using permitted areas, Owners will clean up after their pets every time without exception;

D. The Owner will obey any and all use and health regulations concerning pets on the Property;

E. Their Owners whenever outside the residence will securely leash pets. No pet shall be allowed to run free for any amount of time;

F. No pet shall behave in any fashion, which reasonably disturbs the enjoyment of the Property by other Owners and their guests;

G. No aggressive or vicious breeds shall be permitted on the Property;

H. Aggressiveness, viciousness, biting or any behavior causing injury to any person shall be grounds for immediate removal of the pet from the Property without the notice requirements below; and

I. If an owner's pet behaves in a fashion, which violates the behavioral criteria set forth herein, the Board is permitted to exercise the following remedies:

1. On the first offense, the Association will send written notice to the homeowner via registered mail asking that the behavior be changed.

2. If a second behavioral problem occurs during any twelve-month period, the Board of Directors may vote to order the pet removed at any regularly scheduled meeting via a simple majority of the Board.

7.15 **Retention Drainage Areas.** No Lot shall be increased in size by filling in any water

retention or drainage area on which it abuts. Owners shall not fill, dike, rip rap, block, divert, or change the established water retention and drainage areas that have been or may be created by easement or by the Declarant.

7.16 **Wells.** No wells may be placed, maintained, or used on any Lot.

7.17 **Utility Lines.** All utility lines and lead in wires, including, but not limited to, electrical lines, cable television lines, telephone lines, and water and sewage lines located within the confines of any Lot shall be located underground.

7.18 **Fire Suppression.** No individual lot owner shall have the right or ability to maintain, alter, or tamper with, in any way, the fire suppression system located in any Unit. The fire suppression system shall be considered common property and may only be maintained by the Association. Lot owners shall, upon reasonable notice, where possible, grant access to the Association for maintenance of the fire suppression system.

7.18 **Declarant's Right to Intervene.** In order to ensure the health, safety, and general welfare of all Members of the Association, the Declarant, for itself and for the Association reserves the right to enter upon any Lot for the purpose of mowing, clearing, or cutting underbrush, removing accumulated trash, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Declarant to provide such service.

7.19 **Pools.** Mini pools or "Spools" shall be allowed with Board approval. Each application to the board shall be considered on a case by case basis. The board shall consider size, shape, and placement of each application to install a Pool and shall render its decision to the Unit Owner/Applicant. Approval shall be at the Board's discretion.

ARTICLE VIII **DECLARANT'S RIGHTS**

8.1 **Declarant's Rights.** The Declarant and its successors or assigns will undertake the work of constructing the Units and related amenities on the Lots and improvements on the Common Areas. The completion of that work and the sale, rental, and other disposal of the Lots is essential to the establishment and welfare of the Community as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that such work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles, or the Bylaws shall be understood or construed to:

A. Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Community may be modified by the Declarant at any time and from time to time, without notice); or

B. Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Community as a Community and disposing of the same by sale, lease or otherwise; or

C. Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within The Community and of disposing of Lots therein by sale, lease or otherwise; or

D. Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of The Community.

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property in The Community; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Units, and sales offices and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time. The Declarant also expressly reserves the right to retain one or more Units in the Community as a guest house, to be used and enjoyed by the Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Pinellas County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of The Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of The Community and each Lot therein may be temporarily interfered with by the development and construction work occurring on those Lots owned by the Declarant or its successors and assigns and each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of The Community. Each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of The Community may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

8.2 Common Areas.

A. So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

1. Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

2. The Association shall not accept from any Person other than Declarant a conveyance, dedication, lease, grant of license, or grant of use right, except upon the prior written consent of the Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing such Units.

3. Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment, which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

4. Any type use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

5. Declarant shall have the right in its sole discretion to grant easements, licenses, or use rights for the Common Areas to Persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to Persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

B. Prior to any conveyance, designation, dedication, lease, or grant of an easement, license, or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees, and other charges in favor of the Association; in any event, rents, fees, and other charges required to be paid to Declarant under the leases, grants, license, or contracts creating the use right shall continue to be paid.

C. Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public, but is, and shall be, deemed restricted for the common use and enjoyment of the Members, their guests, and tenants unless otherwise provided by the Declarant.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or

Members.

E. Either the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

F. The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

8.3 Enforcement and Inaction.

A. So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties, or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration.

B. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner that shall be paid by such Owner and any amount that remains due and unpaid shall be a continuing lien upon such Owner's Unit collectible in the manner provided in Article IV.

C. Notwithstanding anything to the contrary in this Declaration, the terms and provisions of this Article shall not be amended, modified, or terminated without the prior written consent of the Declarant so long as Declarant owns any Unit(s) in the Community.

8.4. Retention of Dock Space.

Declarant shall retain a single Dock and boat slip for its own use. Declarant shall maintain an easement to enter and use the aforementioned Dock and Slip. Declarant shall further have the right to lease, sell or use the Dock and Slip as it sees fit. The Dock and Slip shall be maintained

exactly as all other docks belonging to Unit Owners.

Declarant shall record with the Clerk of Court for Pinellas County an easement to enter through the front gate and across any common areas in order to access the aforementioned, retained Dock and Slip. In the instance of a sale of the aforementioned Dock and Slip, the easement shall be assigned to the new owner.

This provision of the Declaration shall survive turnover, and no action or vote of the new Board or any subsequent Board shall abrogate, remove, or nullify this provision of the Declaration and it shall exist in perpetuity.

ARTICLE IX **EASEMENTS FOR MAINTENANCE, CONSTRUCTION, AND REPAIR**

9.1 **Access and Repair.** The Declarant hereby reserves unto itself, its agents, employees, invitees, and assigns, and for the benefit of the Association and their respective agents, employees, invitees, and assigns, a non-exclusive easement for ingress and egress over any Lot located in the Properties in order to gain access to the Common Areas or any Lot in order for the Association to discharge its duties to construct, maintain, and repair the Common Areas, and for the purpose of maintaining the Properties and the Lots by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas and Lots, together with an easement for the maintenance of sprinkler systems owned by the Association.

9.2 **Utilities.** Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair, and maintenance of utilities, systems, and facilities (including, but not limited to, fire and police protection, garbage, and trash removal, water and sewage system, electric and gas service, drainage and telephone), and roadways and driveways. The utility companies and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

9.3 **Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Association.

9.4 **Additional Easements.** The Declarant reserves the right, for itself and its designee (as long as Declarant or said designee owns any Lot) and for the Association, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair, and use of, as an illustration, but not limited to, irrigation, wells, and pumps, cable television, television antennas, electric, gas, water drainage, or other utility easement, or to relocate any easement in any portion of the Property as the Declarant, its designee, or the Association shall deem necessary or desirable for the proper development, operation, and maintenance of the Properties, or any portion thereof, or for the general benefit of any Lot, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

ARTICLE X **ENFORCEMENT OF COVENANTS**

10.1 **Duty to Comply.** Every Lot Owner and his tenants, guests, invitees, and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and the By-Laws for the Association, and the rules and regulations as same exist and as all such documents may be amended or adopted in the future.

10.2 **Enforcement.** Failure to comply herewith or with such rules and regulations shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

10.3 **Fines.** The Association shall have the right to levy a fine against a Lot Owner for any violation of the provisions of this Declaration that continues for more than three (3) days after written notice. The amount of such fine shall be established by the Association, but in no event shall any fine be more than \$100 per day or the maximum amount allowed by applicable law, whichever is greater. Any fine so levied shall be deemed a Specific Assessment and shall constitute a lien on the Lot.

10.4 **Attorneys' Fees.** If any litigation is commenced to enforce the covenants and conditions of this Declaration, the prevailing party thereto shall be entitled to reasonable costs and attorneys' fees, including costs and fees of any appeal.

ARTICLE XI TRANSFER OF OWNERSHIP AND LEASING OF LOTS

11.1 **Forms of Ownership.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership and leasing of a Lot by an Owner shall be subject to the following provisions, which provisions each Owner covenants to observe and follow:

- A. **Individual Ownership.** A Lot may be owned by an individual person.
- B. **Co-ownership.** Co-ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single-family housekeeping unit. If co-ownership is to be by more than two persons, the Owners shall designate one natural person as the Primary Occupant, and the use of the Lot by the other persons shall be as if the Primary Occupant is the actual Owner.
- C. **Entity Ownership.** A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. The corporation, trustee, or any entity which is not a natural person shall designate one natural person to be the Primary Occupant, and the use of the Lot by other persons shall be as if the Primary Occupant is the only actual Owner.
- D. **Life Estates.** A Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during the life estate, the life tenant shall be the only Member in the Association from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all Assessments and charges against the Lot. The

life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-owners for purposes of voting and occupancy rights.

11.2 Transfers.

A. There shall be no restrictions on transfers of Lots, however, any Owner desiring to sell or otherwise transfer title to his Lot shall give the Association at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

B. The Association must be notified of any transfer of title to a Lot as provided in the By-Laws.

C. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association's lien for Assessments as hereafter provided, regardless of when recorded.

11.3 Leases.

A. All leases of Lots must be in writing, and a copy of any lease shall be delivered to the Board of Directors upon commencement of the lease. All leases shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of this Declaration.

B. No Lot may be leased for a period of less than thirty (30) days, nor more than two (2) times per year.

ARTICLE XII PARTY WALL

12.1 **Subject to Declaration.** It is hereby declared that any Party Wall, and any extensions of it, shall be subject to the covenants, restrictions, and easements set forth in this Declaration.

12.2 **Examination of Party Wall.** Any Owner who purchases a Unit with a Party Wall acknowledges that they have physically examined the Party Wall prior to closing on the purchase of the Unit and it is mutually agreed that both owners of the Party Wall (hereinafter referred to as the "co-owner") waive any and all claims, damages, demands, actions, proceedings, rights, or remedies that each may have as against the other arising out of or relating to the Party Wall, including the construction of chimneys and flues therein already constructed as of the date of closing of the purchase of the Unit.

12.3 **Duty to Repair or Rebuild.** In the event of damage or destruction of the Party Wall from any causes, other than the negligence of either party, the then co-owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each co-owner, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken if a condition exists which may result in damage or injury to any person or property if repair or reconstruction work is not undertaken. Either co-owner, upon discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other co-owner shall then have twenty (20) days from the receipt of the notice either to object to

the repairs or reconstruction or to pay the co-owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other co-owner shall then have five (5) days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the co-owner's share of the cost of the work.

A. If either co-owner's negligence shall cause damage to or destruction of the Party Wall, the negligent co-owner shall bear the entire cost of repair or reconstruction.

B. If either co-owner shall neglect or refuse to pay the co-owner's share, or all of the cost in case of negligence, the other co-owner may have the wall repaired or restored and shall be entitled to have a mechanics' lien and lis pendens on the Unit of the co-owner failing to pay for the amount of such defaulting co-owner's share of the repair or replacement cost.

12.4 Establishment of Easement. Each co-owner and his respective successors, heirs, or assigns shall have any easement over that part of the Lot of the other co-owner on which the Party Wall is located, as may be necessary or desirable to carry out the terms of this Article.

A. Each co-owner and his respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement over that part of the Lot of the other co-owner necessary or desirable to repair, restore, or extend the Party Wall.

B. Each co-owner shall permit the other co-owner and the other co-owner's contractors, licensees, agents, and employees to enter his property for the purpose of repairing or restoring the Party Wall and shall secure the permission of the tenants, if any, occupying the Unit for such entrance.

12.5 Notice. Any notice or report required under this Article shall be sent to a co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co-owner, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

12.6 Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to a Party Wall contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

12.7 Indemnification. Each co-owner agrees to indemnify and hold the other co-owner harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts or omissions of such co-owner.

12.8 Liability for Unpaid Expenses pertaining to Party Wall. Upon any transfer of title to a Unit, the selling co-owner ("Grantor") and the purchaser ("Grantee") of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the Party Wall accrued up to the date of the conveyance without prejudice to the rights of Grantee, but Grantee shall be exclusively liable for those accruing after the conveyance.

12.9 Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of three arbitrators, one to be chosen by each co-owner and the third to be chosen by the two chosen by the co-owners. If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then two other arbitrators shall be chosen by the American

Arbitration Association. If the two arbitrators chosen by the co-owners fail to choose a third arbitrator within ten days after they have been selected, then a third arbitrator shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days' notice.

12.10 Use of Party Wall. Either co-owner shall have the right to use the side of the Party Wall facing the co-owner's Lot in any lawful manner, including attaching structural or finishing materials to it; however, a co-owner shall not create windows or doors in the Party Wall without the written consent of the other co-owner. Any consent given to one of the co-owners to make openings in the Party Wall shall be subject to the right of the other co-owner to close up such openings at such times as that co-owner desires to use that part of the Party Wall.

ARTICLE XIII UNIT ROOFS

13.1 Subject to Declaration. It is hereby declared that the roof of each Unit shall be subject to the covenants, restrictions, and easements set forth in this Declaration.

13.2 Duty to Repair.

A. Each Owner shall be responsible for the maintenance, repairs, and replacement of the roof of their Unit, and shall maintain appropriate hazard insurance to cover the costs of such repairs. In the event of damage or destruction of a roof of a Unit, the Owner of such Unit shall repair or rebuild such roof on the same line, and be of the same size, and of the same or similar material and of like quality with the current roof. The repairs and reconstruction of a roof shall be undertaken whenever a condition exists which may result in damage or injury to any person or property.

B. Each Owner shall be responsible for minor roof repairs affecting only that owner, yet not requiring complete roof replacement. In case of damage covered by an Owner's hazard insurance policy, that owner and any adjacent owners thereby affected shall, to the extent possible, use insurance funds to repair the damage. Should combined insurance funds not be enough to properly repair the damage, the difference shall be handled by Special or Specific assessment, collected by Sea Palms Townhomes Homeowners' Association for the repairs or replacement, as the Association deems appropriate.

C. Should complete roof replacement become necessary for any group of Units, due to deterioration over time, that replacement shall be handled by Special or Specific Assessment, collected by Sea Palms Townhomes Homeowners' Association, as the Association deems appropriate.

13.3 Easement

A. Each Owner and his respective successors, heirs, assigns, contractors, licensees, agents, and employees shall have an easement in that part of the Lot of the other co-owner(s) necessary or desirable to repair, restore, or replace the roof of their Unit.

B. Each co-owner shall permit the other co-owner(s) and the other co-owner's contractors, licensees, agents, and employees to enter his property for the purpose of repairing, restoring or replacing the roofs and shall secure the permission of the tenants, if any, occupying the property for such entrance.

13.4 **Notice.** Any notice or report required under this Article shall be sent to the co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co-owner, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

13.5 **Insurance.** Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Unit, including, without limitation, the roof thereof, without deductions for depreciation. Each Owner shall not do or permit any act or thing to be done in or to the roof of their Unit contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

13.6 **Indemnification.** Each co-owner agrees to indemnify and hold the other co-owner(s) harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts or omissions of such co-owner(s).

13.7 **Liability for Unpaid Amounts for Repair or Replacement.** Upon any transfer of title to a Unit, Grantor and Grantee of such Unit shall be jointly and severally liable for all unpaid amounts pertaining to the roof accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

13.8 **Arbitration.** The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of arbitrators, one to be chosen by each co-owner and an additional arbitrator to be chosen by the arbitrators chosen by the co-owner(s). If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then any other required arbitrators shall be chosen by the American Arbitration Association. If the arbitrators chosen by the co-owners fail to choose the additional arbitrator(s) within ten days after they have been selected, then the additional arbitrator(s) shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days' notice.

ARTICLE XIV DISCLOSURES

14.1 **Mildew.** Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit, and/or the Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant from any and liability resulting from same.

14.2 **Mitigation of Dampness and Humidity.** No Unit Owner shall install, within his or her Unit, or upon the Common Areas, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of

molds or mycotoxins. The Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

14.3 Warranty Disclosure. To the maximum extent lawful, Declarant hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law, or otherwise, as to the design, construction, sound, and/or odor transmission, existence, and/or development of molds, mildew, toxins, or fungi, furnishing, and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose, or merchantability, compliance with plans, all warranties imposed by statute, and all other express and implied warranties of any kind or character. Declarant has not given, and the Unit Owner has not relied on or bargained for, any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit. The Unit Owner has received nor relied on any warranties and/or representations from Declarant of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through, or under a Unit Owner, including a tenant thereof. Buyer or Grantee acknowledges and agrees that Seller or Grantor does not guarantee, warrant, or otherwise assure, and expressly disclaims, any right to view and/or natural light.

14.4 Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this Section, Declarant does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

ARTICLE XV GENERAL PROVISIONS

15.1 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from

the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. Violation or breach of any conditions, covenants, or restrictions herein contained shall give the Declarant, the Association, and Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such conditions, covenants, or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that the Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

15.2 **Eminent Domain Proceedings.** Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Owners equally, in relation to the number of Lots owned by each.

15.3 **Notices.** Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed. Notices sent to Owners shall be mailed to the address of such Owner as set forth in the records of the Association. Each Owner is responsible for notifying the Association of any address corrections or changes.

15.4 **Savings Clause.** Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions contained herein, all of which shall remain in full force and effect.

15.5 **Amendment of Declaration by Declarant.** The Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto. Provided, however, that this right of unilateral amendment shall expire upon turnover of control of the Association to Members other than Declarant. Declarant's rights shall include, without limitation, the right to amend this instrument at any time prior to turnover in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not purport to limit or alter the rights afforded any Owners then holding title to Lots in the Properties, purport to change the dimensions of any Lot or Common Areas previously conveyed, or purport to restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot. Any amendment shall relate back to and become effective as of the date of recording of this Declaration, and all Owners, by acceptance of their deed, agree to be bound not only by the terms and conditions of this Declaration, but all amendments hereto, regardless of when such amendments are made.

After turnover of control of the Association to Members other than the Declarant, this Declaration may be amended at any time upon the execution and recordation of an instrument evidencing the adoption of the amendment by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

15.6 **Release or Addition of Property.** Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the Property submitted to this Declaration, and Declarant may, in its sole discretion, add to or release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners, provided, however, that this unilateral right to release shall expire upon turnover of control of the Association to Members other than the Declarant. Such addition or release shall be made by the Declarant filing in the Public Records of Pinellas County an amendment to this Declaration providing for the addition

or the release of the property from this Declaration. Such amendment shall include any provisions necessary to assure that the property being added to or released from this Declaration shall be entitled to use the roads, water, sewer, irrigation, telephone, cable television, water management and all other infrastructure serving the Sea Palms Townhomes, which the Declarant determines is necessary for the development of the property removed from the Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

15.7 **Declarant's Sales Center** As long as the Declarant owns any portion of the Properties, Declarant shall have the exclusive right to maintain a sales center, model homes, or signs on the Properties.

15.8 **Construction** Whenever the singular is used, it shall include the plural and the singular, and the use of any gender shall include all genders.

15.9 **Effective Date of Declaration** This Declaration shall become effective upon its recording in the Public Records of Pinellas County, Florida.

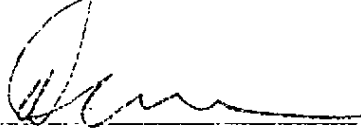
[Signatures to follow on the next page]

IN WITNESS WHEREOF, Declarant has executed his Declaration as of the date indicated below.

WITNESSES:

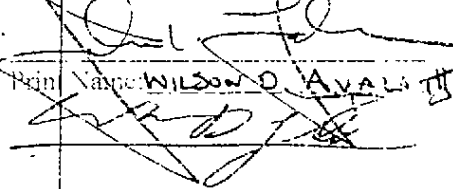
"Declarant"

Sea Palms Dunedin, LLC, a Florida limited liability company



Keith Grove, its Manager

Print Name: James C. Lawson

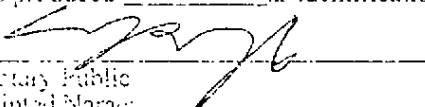

Print Name: WILSON D. AVALOS

Date SEPTEMBER 11, 2020

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 11th day of September, 2020, by Keith Grove, as Manager, of Sea Palms Dunedin, LLC, a Florida limited liability company. He is (check one) ☒ personally known to me or ☐ has produced _____ as identification.


Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

{LEGAL DESCRIPTION}

BEING A REPLAT OF A PORTION OF LOTS 3 AND 4, BLOCK 8 OF DUNEDIN CAUSEWAY CENTER
PER PLAT BOOK 59, PAGE 10, LYING IN SECTION 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST,
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA

Exhibit "B"

(Articles of Incorporation)

**Electronic Articles of Incorporation
For**

N20000010313
FILED
September 11, 2020
Sec. Of State
tscott

SEA PALMS TOWNHOMES HOMEOWNER'S ASSOCIATION INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SEA PALMS TOWNHOMES HOMEOWNER'S ASSOCIATION INC

Article II

The principal place of business address:

604 SEASIDE DR.
TARPON SPRINGS, FL 34689

The mailing address of the corporation is:

604 SEASIDE DR.
TARPON SPRINGS, FL 34689

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE FOR THE IMPROVEMENT, MAINTENANCE, PRESERVATION,
AND ARCHITECTURAL CONTROL OF THE SEA PALMS TOWNHOMES

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

WILSON D AYALA III
1640 SNOW AVE.
SUITE 87
TAMPA, FL 33606

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: WILSON D AYALA III

N20000010313
FILED
September 11, 2020
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

KEITH GROVE
604 SEASIDE DR

TARPON SPRINGS, FL 34689

Electronic Signature of Incorporator: KEITH GROVE

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
KEITH GROVE
604 SEASIDE DR
TARPON SPRINGS, FL 34689 US

Title: VP
KEITH GROVE
604 SEASIDE DR
TARPON SPRINGS, FL 34689 US

Title: S
KEITH GROVE
604 SEASIDE DR
TARPON SPRINGS, FL 34689 US

Title: T
KEITH GROVE
604 SEASIDE DR
TARPON SPRINGS, FL 34689 US

Article VIII

The effective date for this corporation shall be:

09.11.2020

Exhibit CC

(By-laws)

BY-LAWS OF
SEA PALMS TOWNHOMES
HOME OWNER'S ASSOCIATION, INC.

ARTICLE I
IDENTITY

1.1 Name. The name of this corporation is Sea Palmss Townhomes Home Owner's Association, Inc., a Florida not-for-profit corporation (the "**Association**").

1.2 Address. The initial mailing address for the Association is 604 Seaside Dr., Tarpon Springs, FL 34689.

ARTICLE II
DEFINITIONS

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions, and Restrictions for Sea Palmss Townhomes (the "**Declaration**"), as amended from time to time.

ARTICLE III
DIRECTORS AND OFFICERS

3.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors (the "**Board**") which shall consist of not less than three (3) individuals who shall be appointed by Sea Palmss, L.L.C., a Florida limited liability company (the "**Developer**"), until Turnover of Control (as hereinafter defined). Directors need not be Members.

3.2 Tenn. Each Director shall hold office for a term of one (1) year.

3.3 Meetings of the Board. The Board shall meet at such times and places as may be called by the President or a majority of the Board. Notice of meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours prior to the meeting, except in an emergency. In the alternative, notice of the meeting may be mailed to all Members at least seven (7) days prior to the meeting, except in an emergency.

3.4 Open Meetings. Meetings of the Board shall be open to Members, but Members shall not be entitled to participate at such meetings.

3.5 Action by Board without Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting, if authorized in writing signed by all of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association.

3.6 Quorum. A majority of the Directors shall constitute a quorum to transact business of the Board, and an act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

3.7 Compensation. No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

3.8 Election of Board. Subsequent to Turnover of Control:

A. Prior to each annual meeting of the Members, and unless prohibited by law, the Board may appoint a Nominating Committee consisting of three (3) individuals, using such procedures as the Board may establish. The Nominating Committee shall nominate one (1) person for each vacancy to be filled at that annual meeting. Other nominations may be made from the floor.

B. All elections to the Board (except with respect to any Director(s) appointed by the Developer, in which case the Developer simply notifies the Board of the name of the individual it appoints) shall be by written ballot (unless dispensed with by unanimous consent). The ballots shall contain the names of the nominees named by the Nominating Committee, blanks for write-in candidates, and nominations from the floor. The Secretary shall provide ballots to each Lot Owner at the Annual Meeting.

C. Each Lot Owner shall be entitled to cast one (1) vote per Lot for each vacancy to be filled. No mail-in ballots shall be allowed. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board at the meeting at which they were elected.

3.9 Enumeration of Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may appoint. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Officers other than those appointed by the Developer controlled Board must be Lot Owners in the Neighborhood.

3.10 Term of Officers. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year. Officers appointed at the first meeting of the Board shall hold office until their successors shall have been appointed and shall qualify.

3.11 Resignation. Any Director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

3.12 Vacancies. When a vacancy occurs on the Board, the vacancy shall be filled by action of the Board until a successor director is elected at the next annual meeting, except if said vacancy pertains to a Director appointed by the Developer, then the Developer shall designate said replacement Director. When a vacancy occurs in an office for any reason, the office shall be filled by the Board at its next meeting by appointing a person to serve.

3.13 Removal of Directors. After Turnover of Control, any Director selected by the Members may be removed with or without cause by a majority of the total voting interests in the

Association.

3.14 Removal of Officers. Any officer of the Association may be removed by the Board at any time, with or without cause.

ARTICLE IV ASSOCIATION MEMBERSHIP

4.1 Qualification. Members of the Association shall be all Lot Owners.

4.2 Use of Common Areas. Members and their immediate family who reside in Sea Palms, and Guests, shall have a license to use the Common Areas subject to such Rules and Regulations as may be established by the Board.

4.3 Voting Rights. The Members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant, as defined in the Declaration.

4.4 Suspension of a Member. The Board may suspend a Member's use and access to the Common Areas during any period during which any Assessment remains delinquent, or during the period of any continuing violation by a Member of the provisions of the Declaration, or a period to be determined by the Board, for repeated violations of the Declaration, the By-Laws, or the Rules and Regulations of the Association. However, under no circumstances shall a Member be prevented access to his Lot or residence. For purposes of this paragraph, a violation by a tenant or Guest of a Member shall be considered a violation by such Member.

4.5 Termination of Membership. When a Member ceases to be an Owner, such person's membership shall terminate. However, the termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership. Termination of a membership does not impair any rights or remedies which the Association may have against such Member arising out of, or in any way connected with, such ownership of a Lot and the covenants and obligations incident thereto.

ARTICLE V MEMBER MEETINGS

5.1 Annual Meeting. The annual meeting of the Members for the election of Directors and the transaction of whatever other business may properly come before the Members shall be held as outlined below.

5.2 Notice. Notice of the annual meeting shall be mailed, postage prepaid, not less than ten (10) days and not more than sixty (60) days prior to the date of the annual meeting and shall

state the purpose, time, and location of the meeting. Such notice shall be addressed to each Lot Owner at the address of the Owner as set forth in the Association's books and records.

5.3 Special Meetings. Special meetings of the Members may be called for any purpose at any time by a majority of the Board, or by the written petition of fifty percent (50%) or more of the total voting interests, setting forth the purpose of the special meeting. Notice of such special meeting shall be in the same form and mailed in the same manner as for the annual meeting.

5.4 Quorum. Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. After a quorum has been established at a meeting of the Members, the subsequent withdrawal of Members, which reduces the number of votes at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is specifically required.

5.5 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Call of the roll and certification of quorum;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes and disposal of any unapproved minutes;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Old Business;
- H. New Business; and
- I. Adjournment.

5.6 Action by Members without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the Members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of the Members' rights to call a special meeting of the Association Members as elsewhere provided in these By-Laws.

ARTICLE VI
POWERS

6.1 Sources of Power. The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Association and these By-Laws, all of which shall be exercised by the Board, unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these By-Laws or by law.

6.2 Enumeration of Powers. The powers of the Association shall include, but not be limited to, the following:

- A. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation;
- B. The power to adopt a corporate seal for the Association;
- C. The power to levy and collect Assessments against Owners, as provided for in the Declaration and these By-Laws;
- D. The power to expend monies collected for the purpose of paying the common expenses of the Association;
- E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association Property and Common Areas;
- F. The power to employ the personnel required for the maintenance and operation of the Association, the Association Property and the Common Areas;
- G. The power to pay utility bills for utilities serving the Association Property and Common Areas;
- H. The power to contract for the management of the Association;
- I. The power to make reasonable rules and regulations and to amend them from time to time;
- J. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and the rules and regulations promulgated by the Association;
- K. The power to enforce by any legal means the provisions of the Declaration, including, without limitation, the architectural and use restrictions contained therein;
- L. The power to control and regulate the use of the Association Property and Common Areas by the Lot Owners;
- M. The power to select depositories for the Association's funds and to

determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed; and

N. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association Property and Common Areas.

ARTICLE VII **DUTIES OF OFFICERS**

7.1 President. The President shall be chief executive officer of the Association and shall perform all duties normally required of the President of a non-profit corporation.

7.2 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence and such other duties as the Board may, from time to time, determine.

7.3 Secretary. The Secretary shall perform the following duties:

A. Attend all meetings of the Board and keep the records and minutes of the proceedings;

B. Keep such membership records as required, prepare and serve notice of meetings of members and attend to all correspondence on behalf of the Association, or cause these things to be done; and

C. All other duties as the Board may, from time to time, determine.

7.4 Treasurer. The Treasurer shall perform the following duties:

A. Attend all meetings of the Board;

B. Have custody of the funds of the Association;

C. Collect monies due the Association, including Assessments;

D. Keep or supervise the keeping of accounts of all financial transactions of the Association and books belonging to the Association, and deliver such books to his successor;

E. Prepare the annual budget for the Association and present it to the Board for its consideration; and

F. Any other duties as the Board may, from time to time, determine.

ARTICLE VIII **FISCAL MANAGEMENT**

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

8.2 Records. The Association shall maintain accounting records according to generally accepted accounting principles that shall be open to inspection by Members at the Association's offices during reasonable times, as set by the Board. A register for the names of all Institutional Mortgagees who have notified the Association of their liens, and to which lienholders the Association will give notice of default in payment of Assessments, if required, shall also be maintained.

8.3 Budget. The Board shall adopt a budget for the next fiscal year that shall include the estimated revenues and expenses for that year and the estimated surplus or deficit for the current year.

8.4 Financial Management. The receipts and disbursements of the Association may be credited and charged to accounts as the Board may determine, in accordance with generally accepted accounting principles.

ARTICLE IX **ASSESSMENTS**

9.1 Monthly Assessments. The Association shall have the power and authority to levy and collect monthly Assessments for purposes of operating the Association, as more particularly set forth in the Declaration.

9.2 Determination of Monthly Assessment. Prior to the beginning of each fiscal year, the Board shall establish the amount of the monthly Assessment for each month necessary to fund the budget as approved by the Board.

9.3 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments for payment of unexpected expenses, as more particularly set forth in the Declaration.

9.4 Specific Assessments. The Association shall have the power and authority to levy and collect Specific Assessments for payment of unexpected expenses, as more particularly set forth in the Declaration.

9.5 Collection of Assessments. The Association shall bill and collect all Assessments pursuant to the terms and conditions set forth in the Declaration.

9.6 Unconditional Obligation of Owner. Suspension of a Member by the Board shall not relieve a Member from the obligation to pay any Assessment as it becomes due. In addition, no Member may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, or by abandonment or otherwise.

ARTICLE X **MISCELLANEOUS**

10.1 Amendment. These By-Laws may be amended in the following manner:

A. Prior to Turnover of Control, the Developer shall have the unilateral right to amend these By-Laws.


B. After Turnover of Control, these By-Laws may be amended, altered, or repealed by a majority vote of the voting interests in the Association.

10.2 Conflicts. In the event of a conflict between these By-Laws and the Articles of Incorporation or Declaration, the Articles of Incorporation or Declaration shall control.

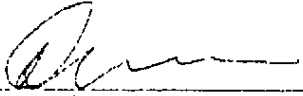
10.3 Seal. The Association shall have a seal in a circular form, having within its circumference the word Sea Palms Townhomes Home Owner's Association, Inc., a Florida corporation, not-for-profit.

10.4 Turnover. Upon Turnover of Control, which shall occur at the time set forth in the Declaration, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer.

IN WITNESS WHEREOF, we, being all of the Directors of Sea Palms Townhomes Home Owner's Association, Inc., a Florida not-for-profit corporation, hereby execute these By-Laws on this 11th day of September, 2020.



Keith Grove,
As President, Secretary, and Treasurer of Sea
Palms Townhomes Home Owner's
Association, Inc.



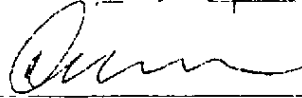
NAME KEITH GROVE,
As Vice President of Sea Palms Townhomes
Home Owner's Association, Inc.

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of Sea Palms Townhomes Home Owner's Association, Inc., a Florida not-for-profit corporation (the "Association"), and

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 11th day of September ~~2019~~ 2020.



KEITH GROVE, Secretary

Exhibit "D"

(Dock Designations/Assignments)

[illegible]

This Instrument Prepared By,
and, Return To:

Wilson D. Ayala, III
Ayala Law Firm, PLLC
P.O. Box 320463
Tampa, Florida 33679

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SEA PALMS TOWNHOMES

STATE OF FLORIDA
COUNTY OF PINELLAS

WHEREAS, that Declaration of Covenants, Conditions, and Restrictions for Sea Palms Townhomes (the "Declaration") dated September 11th 2020, executed by Sea Palms Dunedin, LLC, ("Declarant") by Keith Grove, its Manager, was duly recorded Record Book: 21166, Page: 64 of the Official Records of Pinellas County, Florida; and

WHEREAS, pursuant to Paragraph 15.5 of the Original Declaration, Declarant reserved the right to amend the Declaration; and

WHEREAS, the Declarant wishes to make certain changes to the Declaration associated with the dock assignments and the reservation of Dock Slip #1 according to that attachment to the Declaration recorded on Book 21166, Page 106 of the Public Records of Pinellas County, Florida (the "Dock Exhibit").

NOW THEREFORE, Declarant does hereby amend the Original Declaration as follows:

This declaration shall be amended to include the following language, which shall read as follows and shall override paragraph 8.4 of the Declaration:

"Declarant hereby amends the Declaration to transfer use and possession of Dock Slip #1 to that owner of Lot 9 Sea Palms Townhomes, otherwise known as 601 Sea Court. The Owner of Lot 9 shall have all the rights and access previously available to Declarant and the same rights to Dock Slip #1 as any other resident has to their

assigned dock slip. Further the Transferee shall retain the rights to the dock slip already assigned to their unit. The Transferee, or any future buyer or assign of Lot 9, shall have all rights associated with Dock Slip #1 as the Owner or any other member of the Sea Palms Townhomes, pursuant to the Declaration of Covenants for the Sea Palms Townhomes HOA, including, without limitation, the ability to transfer Dock Slip #1 to a future buyer.

No person or entity may possess or have rights to Dock Slip #1, nor may Dock Slip #1 be transferred to any person or entity, unless they are a member of the Sea Palms Homeowner's Association."

The Dock Exhibit to the declaration shall further be amended to show that Dock Slip 1 is now assigned to Lot 9 of the Sea Palms Townhomes.

All other terms, conditions, and provisions of the Declaration shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed sealed and delivered by its duly authorized representative, this ___ day of July 2021.

WITNESSES:

DARREN ROBERTSON

DARREN ROBERTSON

Print Name

Wilson D. Ayala III

Wilson D. Ayala III

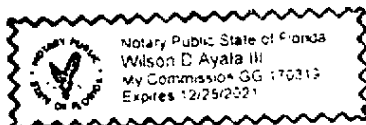
Print Name

Sea Palms Dunedin, LLC

By Keith Grove, Manager

Sworn and subscribed to before me, a Notary Public, this 16th day of July 2021, by Sea Palms Dunedin, LLC, Keith Grove as Manger who (✓) is personally known to me, or () produced _____ as identification

Notary Public



This Instrument Prepared By,
and, Return To:

Wilson, D. Ayala, III
Ayala Law Firm, PLLC
P.O. Box 320463
Tampa, Florida 33679

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SEA PALMS TOWNHOMES

STATE OF FLORIDA
COUNTY OF PINELLAS

WHEREAS, that Declaration of Covenants, Conditions, and Restrictions for Sea Palms Townhomes (the "Declaration") dated September 11th 2020, executed by Sea Palms Dunedin, LLC, ("Declarant") by Keith Grove, its Manager, was duly recorded Record Book: 21166, Page: 64 of the Official Records of Pinellas County, Florida; and

WHEREAS, pursuant to Paragraph 15.5 of the Original Declaration, Declarant reserved the right to amend the Declaration; and

WHEREAS, the Declarant wishes to make certain changes to the Declaration associated with the dock assignments and the reservation of Dock Slip #1 according to that attachment to the Declaration recorded on Book 21166, Page 106 of the Public Records of Pinellas County, Florida (the "Dock Exhibit").

NOW THEREFORE, Declarant does hereby amend the Original Declaration as follows:

Should any provision of the Declaration or the First Amendment be in conflict with this Second Amendment. The provisions of this Second Amendment shall control.

This declaration shall be amended to include the following changes and language:

A paragraph 9 shall be added to Article V of the Declaration stating:

5.9 **Powers of the Association.**

The association shall retain the following

powers:

1. Own and convey property;
2. Operate and Perform Maintenance of the permitted project on Common Property as exempted or permitted by the Southwest Florida Water Management District (the "Agency" or "SWFWMD");
3. Establish rules and regulations governing membership or take any other actions necessary for the purposes for which the association was organized;
4. Assess members for the cost of operating and maintaining the property, including the stormwater management system, and enforce the collection of such assessments. This shall be considered a Maintenance Assessment (see Article IV);
5. To sue and be sued;
6. Contract for services to provide for the operation and maintenance, should they be deemed necessary;
7. Require all owners of Units to be members of the association;
8. Demonstrate that the land on which the system is located is owned or otherwise controlled by the Association, to the extent necessary, to operate and maintain the stormwater system or convey operation and maintenance to another entity

A paragraph shall be added to Article VI stating the following:

6.10 **Submission for Approval to Agency.** Any proposed amendment to the Associations documents affecting the stormwater system (including environmental conservation areas and the water management portions of the common areas) must be submitted to the Agency for a determination of whether the amendment necessitates a modification of the environmental resource permit. If a modification is necessary, the agency will so advise the permittee. The amendment affecting the system may not be finalized until any necessary permit modification is approved by the Agency, or the Association is advised that a modification is not necessary.

Those Capital Contributions collected from Buyers at the closing of their individual units, and equivalent to 3 months of Monthly Assessment, shall be used exclusively to promote and operate the Association and carry out the duties

imposed by this Declaration and by law, any and all other general activities and expenses of the Association or any costs or improvements, as needed by Sea Palms Homeowner's Association, Inc.

The following paragraphs shall be added to Section XV of the Declaration:

Paragraph 15.1 shall include the following language:

The Association shall exist in perpetuity. However, should the Association dissolve, the operational documents shall provide that the system shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), of the ERP Applicants Handbook, who has its powers listed in section 12.3.4(b)1. Through 8 in same, the covenants and restrictions required in section 12.3.4(c), through 9, in same, and the ability to accept responsibility for the operation and maintenance of the system described in section 12.3.4(d)1. Or 2, of that same ERP Applicants Handbook.

15.10 **Twenty year minimum** The Governing provisions of the Association shall be in effect for at least 20 years with automatic renewal periods thereafter:

Further, the Declaration shall be amended to include the following:

All members shall provide and allow access to their individual lots, as needed to facilitate repair and maintenance of any system, structure, or facility common to the Sea Palms Dunedin Townhomes. This shall include, but not be limited to STORMWATER SYSETMS, PIPING, AND UTILITY EQUIPMENT

All other terms, conditions, and provisions of the Declaration shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed sealed and delivered by its duly authorized representative, this __ day of September 2021.

WITNESSES:

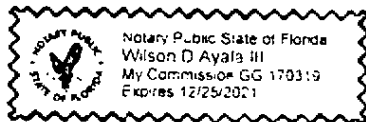
Local 20 H. Trejo
Print Name

Wilson D. Ayala III
Print Name

Sea Palms Dunedin, LLC

By Keith Grove, Manager

Sworn and subscribed to before me, a Notary Public, this 6TH day of OCTOBER 2021, by Sea Palms Dunedin, LLC, Keith Grove as Manger who (☒) is personally known to me, or () produced _____ as identification.



Notary Public

Wilson D. Ayala III

This document prepared by:
Ayala Law Firm, PLLC
PO Box 320463
Tampa, FL 33679

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF HARBOR PALMS**

THIS SECOND AMENDMENT, is made as of September 1, 2021, by Bay to Bay Development, LLC, a Florida limited liability company ("Declarant"), whose address is 604 Seaside Dr., Tarpon Springs, Florida 34689

WITNESSETH:

WHEREAS, Declarant previously made and delivered that certain Declaration of Covenants, Conditions and Restrictions of Harbor Palms recorded in O.R. Book 20532, at Page 884 of the Public Records of Pinellas County; and

WHEREAS, Declarant further made and delivered that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Harbor Palms recorded in O.R. Book 21041, at Page 578 of the Public Records of Pinellas County; and

WHEREAS, Declarant further made and delivered that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Harbor Palms recorded in O.R. Book 21475, at Page 2217 of the Public Records of Pinellas County; and

WHEREAS, Declarant is the sole owner of the Property and subject to and encumbered by the Declaration, as more particularly described herein.

NOW THEREFORE, for good and valuable consideration, and other benefits described herein, Declarant agrees that the Declaration, the First Amendment to Declaration, and the Second Amendment to Declaration are hereby amended and supplemented as follows:

Section 1(a) is hereby amended to say:

(a) A monthly assessment, as provided in Section 2 of this Article; and

Section 2 is hereby amended to say:

Section 2. Monthly Assessment. The monthly assessment shall be due on the first of each month. The monthly assessment shall be used exclusively to promote and operate the Association and carry out the duties imposed by this Declaration and by law, and all other general activities and expenses of the Association.

Further any and all references to an "annual assessment" in the Declaration are hereby changed to read and refer to a monthly assessment as provided herein.

All other terms, conditions, and provisions of the Original Declaration and First Amendment to Declaration shall remain unaffected and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed sealed and delivered by its duly authorized representative, this 6th day of ~~April~~ OCTOBER 2021.

WITNESSES:

Lorenzo H. Trejo
LORENZO H. TREJO

Wilson D. Ayala III
Wilson D. Ayala III

Bay to Bay Development, LLC

[Signature]
By: Keith Grove, its Manager

Sworn and subscribed to before me, a Notary Public, this 6th day of ~~April~~ OCTOBER 2021, by Bay to Bay Development, LLC, by Keith Grove, as Manager who ☒ is personally known to me, or ☐ produced _____ as identification

(Notary Seal)

[Signature]
Notary Public
Wilson D. Ayala III

