

Prepared By and Return to:  
Michael J. Brudny, Esquire  
Taylor & Carls, P.A.  
200 Pine Avenue North, Suite A  
Oldsmar, Florida 34677

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS AND EASEMENTS  
OF  
GOLFSIDE ESTATES, A SUBDIVISION OF PINELLAS COUNTY, FLORIDA**

This is to certify that at a duly called meeting of the members of Golfside Estates Homeowners Association, Inc. (the "Association"), held on November 8, 2011, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Easements of Golfside Estates, a Subdivision of Pinellas County, Florida, attached hereto as Exhibit A, was duly adopted by the membership. The Declaration of Covenants, Conditions and Restrictions and Easements for Golfside Estates was originally recorded in Official Records Book 10479, Page 2576, Public Records of Pinellas County, Florida, and subsequently amended.

IN WITNESS WHEREOF, GOLFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 11 day of November, 2011.

Deborah L. Smith  
Signature of Witness #1

Deborah L. Smith  
Printed Name of Witness #1

Michael J. Brudny  
Signature of Witness #2

Michael J. Brudny  
Printed Name of Witness #2

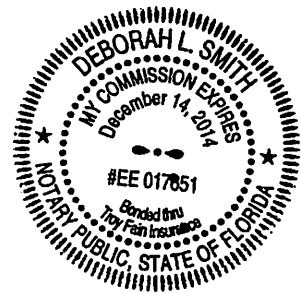
STATE OF FLORIDA        )  
COUNTY OF PINELLAS    )

GOLFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Al Young  
Signature  
Alvin L Young President  
Printed Name and Title

The foregoing instrument was acknowledged before me this 11 day of November, 2011, by Al Young as President of GOLFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FL license as identification.

Deborah L. Smith  
Notary Public  
Printed Name



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND EASEMENTS OF GOLFSIDE ESTATES  
A SUBDIVISION OF PINELLAS COUNTY, FLORIDA**

Certain real property located in Pinellas County, Florida and described as set forth in Exhibit "A" attached hereto, was originally declared to be subject to a Declaration of Covenants by the Declaration which was recorded by Sunset Bay Developers, Inc. on April 15, 1999 at Official Records Book 10479, Page 2576 of the Pinellas County Public Records. Such property is known as GOLFSIDE ESTATES, a subdivision of Pinellas County, Florida and is further described by the plat recorded in Plat Book 119, page(s) 55 and 56 of the Public Records of Pinellas County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, the developer provided that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Declaration has previously been amended, including amendments at Official Records Book 15451, Page 562; Official Records Book 15451, Page 573; and Official Records Book 15765, Page 1590, Public Records of Pinellas County, Florida.

The owners in Golfside Estates have determined that they wish to further amend and restate the provisions in the Declaration, in order to correct some errors which existed in the previous Amended and Restated Declaration, and to further update the Declaration. This Amended and Restated Declaration supersedes all prior versions of the Declaration.

**ARTICLE I  
Definitions**

Section 1. "**Association**" shall mean and refer to GOLFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC. its successors and assigns.

Section 2. "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 3. "**Governing Documents**" shall mean this Declaration, the Articles of Incorporation and Bylaws for Golfside Estates Homeowners Association, Inc. and any Rules, Regulations, Guidelines and Standards that may be adopted by the Association from time to time.

Section 4. "**Lot**" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area and portions marked "reserved".

Section 5. "**Maintenance**" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. It shall also

include maintenance of the exterior walls, and landscaping abutting any private or public roads. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. Maintenance of the storm water management facilities shall mean inspecting the drainage system quarterly, to ensure that there is no sediment build up and no obstruction to the water flow. The detention area shall be scarified annually to maintain the percolation rate.

Section 6. **“Member”** shall mean every person or entity who holds membership in the association.

Section 7. **“Mortgagee”** shall mean a holder of a mortgage on one or more of the lots in the subdivision.

Section 8. **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. **“Subdivision”** shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the association as herein provided.

Section 10. **“Unit”** shall mean a one-family dwelling unit attached to another dwelling unit by a common party wall.

Section 11. **Access Way”** means private streets identified on the plat which are part of the Common Area.

## **ARTICLE II Membership in Association; Voting Rights**

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have one class of voting members as follows:

All owners shall be members and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot.

## **ARTICLE III Assessments**

Section 1. **Lien and Personal Obligation of Assessments.** Each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements and emergencies. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, late fees as established by the Board from time to time (up to the maximum

amount allowed by the Florida Statutes), costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, penalties, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**Section 2. Purpose of Annual Assessments.** The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a). Maintenance and repair of the common area.
- (b). Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service of the common area.
- (c). Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d). Maintenance and repair of access ways, roads, sewer lines, water lines and drainage and retention areas within the confines of the subdivision. Payment of the Association's pro rata share for maintenance of the common entrance to the development from Starkey Road. The Association shall be a member of the ForestBrook Advisory Council.
- (e). The Homeowners Association shall be responsible for the maintenance and operation of the surface water management system that was constructed by the Developer and approved by the Southwest Florida Water Management District.
- (f). Fire insurance covering the full insurable replacement value of the common area and the exterior structure of the buildings.
- (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 and/or use of the common area. The policy limits shall be set by the Board of Directors, and shall be reviewed at least annually and increased or decreased in the discretion of the Board of Directors.
- (h). Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (i). A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(j). Any other materials, supplies, furniture, labor, services, maintenance, 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 of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

### **Section 3. Annual Assessment.**

(a). The annual assessment shall be established by the board of directors at each annual meeting.

(b). The annual assessment may be increased each year not more than fifteen percent (15%) above the assessment for the previous year without a vote of the members, provided, however, the board of directors shall have the authority to increase the assessment greater than fifteen (15%) percent without the approval of the membership if the increase is the result of an increase in taxes, insurance and utility fees on the common areas.

(c). Subject to paragraph (b) above, the annual assessment may be increased above fifteen percent (15%) by the vote, in person or by proxy, of a majority of the members present and voting at a meeting of the membership.

**Section 4. Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment over \$2,500.00 must be approved by a majority of members participating in the voting at a meeting, in person or by proxy. A special assessment of \$2,500.00 or less may be approved by the Board of Directors without a membership vote.

**Section 5. Notice and Quorum for Action Authorized under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than fourteen (14) days nor more than forty five (45) days in advance of such meeting. In the event the proposed action is approved by a majority of the votes cast at such meeting, and a quorum is present, the action shall be deemed to have been approved by the members of the Association.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

**Section 7. Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to all lot owners on the date of closing, in the event that the prior owner was current with all payments due prior to that date. The board of directors shall fix the amount of the annual assessment against each lot at least fourteen (14) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within ten (10) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The board of directors may also assess a late payment penalty for payments not paid within the grace period. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

**Section 9. Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein, to the extent provided by law, shall be subordinate to the lien of any first mortgage and liens recorded prior to the effective date of this amendment and prior to any lien filed by the Association. The lien of the Association relates back to the date of the recording of this amendment for purposes of priority over any future second mortgages or other liens. Any mortgagee which obtains title to a lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure shall only be liable for the assessments pertaining to such lot, to the extent provided by law. All other parties taking title to a lot shall be jointly and severally liable for all past-due assessments owed. A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Special Assessment for Emergencies.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole, or in part, the cost of any action required by the Association in the event of an emergency issue. For purposes of this section an "emergency" is defined as a circumstance where failure to take action to make repairs or otherwise carry out the duties and responsibilities of the Association would result in likely harm to persons or property if such action was not taken without further delay. Additionally, an "emergency" will include the need to provide insurance for the property which the Association is required to insure by the Declaration, and any unanticipated expenses arising out of deductibles or casualty events which are not fully covered by insurance. An assessment for these type of emergency situations may be adopted by the Board of Directors, following such notice as the Board is able to give to the members under the circumstances of the Board meeting where the assessment will be considered.

#### **ARTICLE IV Property Rights**

**Section 1. Owner's Easements of Enjoyment.** Every owner of a lot shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
- (b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against the lot remain unpaid to the extent permitted by the Florida Statutes;

- (c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members.

**Section 2. Delegation of Use.** Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

**Section 3. Easements of Encroachment.** There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner. No room addition in common areas will be permitted.

**Section 4. Other Easements.**

- (a) Easements for installation and maintenance of utilities, telephone lines, cable television lines, and drainage facilities. Within these easements, 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. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of each lot, except for improvements for maintenance which a public authority or utility company is responsible.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way and shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the association, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.
- (c) There shall exist appurtenant easements of access to all private streets within the subdivision to the County of Pinellas and the City of Largo for the use of city or county personnel and equipment on city or county business.

**Section 5. Right of Entry.** The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein, or in case of any emergency situation.

**Section 6. No Partition.** There shall be no judicial partition of the common area, nor shall any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in contiguity.

**Section 7. Common Area.** The maintenance of the common areas shall be and remain the responsibility of the Homeowners Association, except as otherwise specifically provided herein.

## **ARTICLE V Use Restrictions**

The subdivision shall be occupied and used only as follows:

**Section 1. Single Family Use.** Each lot shall be used as a residence for a single family and for no other purpose. A single family shall include one or more persons who are all related by blood, marriage or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit. The maximum number of occupants permitted in each home, excluding short-term guests as that term is defined by the Board of Directors, and any other temporary hardship exception approved by the Board, is two persons per bedroom.

**Section 2. Commercial Business.** Business use of a residence including the garage, which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a unit, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

**Section 3. Noxious Activity.** No noxious or offensive activity shall be carried on or in any lot, or on the common elements, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other residents.

**Section 4. Signs.** No lot owner shall cause any sign of any nature whatsoever to be posted or fixed on any portion of his lot if such sign may be seen from the exterior of the unit, except that this restriction shall not apply to a window "For Sale" sign.

**Section 5. Increase in Rate of Insurance.** Nothing shall be done or kept in or on a lot or on the common area that would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done in or kept on the owner's lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.



**Section 6. Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept in or on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes so long as such pets are kept inside the boundaries of the pet owner's Lot, and only utilize the common areas as permitted by the Association. A maximum of two dogs and/or cats will be permitted for each Lot. Pets may be prohibited from certain portions of the Common Areas by rules adopted by the Board. All cats are to be kept indoors at all times, except when being transferred off of the property.

(a) No Pit Bulls or Pit Bull Terriers, Doberman Pinschers, Chows, Rottweilers or German Shepards, or mixes thereof, will be allowed to be brought onto the common property or any Lot after the date of the amendment, since it is determined that these breeds are potentially vicious or dangerous. Also, no dog is to exceed 75 pounds in weight at maturity.

(b) Any dogs, which were currently residing on one of the Lots in this subdivision, at the time of the adoption of a prior amendment on April 30, 2007, will be grandfathered in, even if they exceed the maximum number of dogs which will be permitted in the future, or even if they are one of the prohibited breeds of dogs mentioned above. However, all such dogs must be registered with the Association on a form which is available from the Association, and once such grandfathered dog dies or vacates the property on a permanent basis (this would include a lease of the property to another occupant or another change in occupancy), the dog will not be allowed to return or to be replaced.

(c) All dogs must be kept on a short, hand-held leash when they are being walked, and the owners must immediately pick up any solid waste materials from any dogs or other pets. The Board of Directors may adopt additional rules and regulations to implement the restrictions contained herein.

(d) In the event that the Board of Directors determines that any pet has become a nuisance due to barking, aggressive behavior, or other disturbances of the peaceful enjoyment of the property by other residents, the Board may require that such pet be removed from the property. Prior to a final decision regarding removal, the Board will provide the pet owners with notice and an opportunity for a hearing before the Board of Directors.

**Section 7. Trash.** No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

**Section 8. Fences.** No fences, hedges, walls, or other dividing instrumentality may be constructed on any lot.

**Section 9. Temporary Structure.** No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary structure of any kind shall be placed on the common area, or used as a residence either temporarily or permanently. A portable on-demand storage unit (POD) may only be kept on any Lot or Common Area in such locations and for such time periods as may be allowed by the Board of Directors in rules and regulations adopted by the Board from time to time.

**Section 10. Alterations to Exterior of Units, and Construction in Common Area.** Nothing shall be altered in, constructed on, or removed from the common area or the exterior of any unit except on the written approval of the board of directors, and obtaining the required permits from the governmental authorities. No additions to the individual residences shall be permitted in the common area.

**Section 11. Painting.** No lot owner may change, touch up, or modify the colors of the exterior paint or of improvements on any lot including exterior painting included in any porch area, except with the written approval of the board of directors.

**Section 12. Bicycles, etc.** No bicycles, tricycles, scooters, carriages, wagons, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on the common area.

**Section 13. Commercial Vehicles.** Except during deliveries to homes, no commercial vehicles shall be parked on any Lot or Common Area unless enclosed in a garage at all times, except for governmental and emergency vehicles such as police vehicles. Included within the definition of "commercial vehicles" are all vehicles with exterior commercial lettering; and trucks, including pickup trucks of any size, which evidence visible uses or modifications for commercial purposes. This includes trucks where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container). This also includes trucks where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Also prohibited are any passenger vehicles, including sport utility vehicles, which have been substantially modified from the condition which existed when sold by the manufacturer, including modifications which have increased the height of such vehicles, added off-road or enlarged tires, or added roll bars or other apparatus unrelated to conventional passenger use of the vehicle, and which are deemed by the Board to be unsightly and not compatible with the Golfside community.

**Section 14. Parking.** No wheeled vehicles of any kind are to be allowed to be parked except in spaces specifically designated for such purposes. Except as specifically provided below, no commercial vehicles are allowed to be parked at the property (see Section 13 of Article V on this issue), and no trailers, boats, trucks, campers, motor homes, recreational vehicles, trucks which are larger than a pickup truck with a three-fourth ton carrying capacity, watercraft, or any other similar vehicles or related equipment are to be parked on any lots or any common areas, including the driveways adjacent to the units. An exception exists for trucks and other vehicles which are temporarily parked at the property in regard to services being provided to one of the occupants, and to vehicles being used by someone who is either moving in or moving out of a home, in which case a moving vehicle will be allowed to be at the property for a period of time up to 72 hours. An exception is also permitted for boats and related trailers, which may be temporarily parked at a property for up to a maximum of six hours for purposes of loading and unloading. Boats are not to be cleaned or washed at the property. In addition to the foregoing, the following restrictions shall apply:

(a). No vehicles which are not operable, including those with expired registrations, may be parked or stored in driveways or any other common areas in Golfside Estates;

(b). No vehicles may be kept on blocks in any of the driveways or other common areas of Golfside Estates;

(c). No mechanical work of any kind is to be done on vehicles in the driveways or other common areas of Golfside Estates, with the exception being that a resident may change their tire, jump start a dead battery, or take other emergency action which is needed in order to make the vehicle drivable. Any such work shall be completed as quickly as reasonably possible; or

(d). No vehicles are to be repaired or disassembled unless they are kept in the garage and concealed from view at all times.

Any vehicle parked in violation of this declaration is subject to being towed, in addition to other enforcement options, and all costs and expenses shall be paid by the owner of such vehicle, including any attorneys' fees incurred by the Association.

**Section 15. Antennas and Satellite Dishes.** Satellite dishes, aerials and antennas shall be permitted only to the extent required by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority to promulgate rules and regulations concerning the size and location of satellite dishes, aerials and antennas. As to any facilities which are required to be permitted by applicable law, the following minimum standards shall be applicable:

(a). No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

(b). All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the residence and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. There shall be no exposed cables or wiring outside of the home, and all soffit and fascia required to be drilled for installation of any dish, antenna or receiver shall be properly sealed to allow no leaks or damage to roofs or any other property. If the installation will be visible from the outside of the buildings or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the residence, in order to minimize any adverse impact.

(c). No owner may install or maintain more than one antenna or satellite dish attached to their residence at any time, unless an exception is approved based upon special circumstances.

(d). All installations shall be performed in a professional manner by a licensed and insured contractor.

(e). All installations must be made, to the maximum extent reasonably possible, in a manner which will withstand hurricane force winds, for safety purposes.

(f). If any portion of this Section is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining provisions.

**Section 16. Clotheslines and Other Property on Exterior of Homes.** Clothes lines, hangers, or drying facilities shall be permitted on if these devices are moveable or retractable in nature, and these are to be taken inside the dwelling or retracted when not in use. No clothing or cleaning articles shall be hung or displayed on any part of the Parcel so that it is visible from

a location outside of the Parcel, to the maximum extent permitted by the configuration of the property. No clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door or balcony of any unit. Additionally no above ground oil, fuel storage containers, exterior water softeners, nor any above ground gas tanks or containers are permitted.

**Section 17. Leases.** No dwelling unit constructed on any of the lots shall be permanently occupied at any time by more than two individuals per bedroom. No dwelling unit constructed on any of the lots shall be leased or rented for a period of less than ninety (90) days, and leases are restricted to six (6) rental periods over any three (3) year period, and to a maximum of three (3) leases in any one (1) year period. All lot owners shall be responsible for the conduct of any lessees or tenants and shall be strictly responsible for the compliance of the covenants and conditions contained in this Declaration. All leases and rental agreements are subject to the prior approval of the Board of Directors.

(a). No unit may be leased or rented by a new owner, other than the Association itself, who acquires title to any unit in the subdivision after the effective date of this amendment during the first year (365 days) following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the unit, or other similar hardship situations.

(b). If a unit is currently leased at the time of any sale which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy of such notice provided to the Association. Additionally, the period of time for which the unit is leased following the acquisition of title by the new owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

(c). If any owners lease a unit in violation of this restriction during the first year of their ownership, in addition to any other remedies which the Association may have for the violation, the one-year waiting period will be suspended during the term of the unauthorized lease and will not begin to run again until that lease has been terminated and the tenant(s) have vacated the unit.

(d). Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. The Association's representative(s) may, in their discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the lessee with a

copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

(1) Reasons for potential disapproval include:

(i) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

(ii) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or

(iii) Providing false or incomplete information in connection with an application.

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty (20) days from the date that these conditions have been met, the lease will be deemed to be approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement, in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

**Section 18. Screen Doors.** No screen doors may be replaced or installed or a porch enclosure constructed without the prior written approval of the association. The association shall maintain an approved design for use by lot owners which shall assure the uniformity of the appearance of the exterior of the units.

**Section 19. Restriction Run With Land.** These restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance executed and delivered conveying land in this subdivision. Whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance, the owner or occupant of each and every lot or portion of the property by acceptance of title thereto or by the taking of the portion of the property, thereby covenants and agrees for himself, his heirs, executors and administrators, successors and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Covenants, Conditions and Restrictions and that he will exert his best efforts to keep and maintain the property as an area of high standard.

**Section 20. Car Washing and Water Consumption.** Due to the fact that water is a common expense of the members, the Board of Directors will have the authority to adopt reasonable rules regarding the number of days and the amount of time people can use common water for washing of cars and other activities outside of their Units.

**Section 21. Grills.** Any gas or propane grills are not to be stored in the garages or in any other place which is hazardous, or which is unsightly as determined by the Board of Directors. The Board may require that any grills stored in any approved locations on the exterior of the property be screened from view by the owner through appropriate screening which has been approved by the Board.

**ARTICLE VI**  
**Golf Course Acknowledgement**

Notice is hereby given to the owners of the lots in GOLFSIDE ESTATES, that certain lots and common areas in the development are located adjacent to and in close proximity to the East Bay Country Club Golf Course. The owners further acknowledge that owning property adjacent or in close proximity to a Golf Course involves certain risk, which may have an effect on the owner's enjoyment of the lot. Owner acknowledges that such risk may include (as examples, and not as a limitation on the generality of such risks), golf balls being hit into owners' lot or the common area adjacent to the owners' lot, with the potential of causing bodily injury or physical damage to the property, and golfers coming on to owners lot or, common areas adjacent to owner's lot, to look for golf balls.

**ARTICLE VII**  
**Obligation to Repair and Maintain Lots and Townhomes**

**Section 1. Owner Responsibility.** Except for any maintenance or repair which is required to be done by the Association under this Declaration, or unless the cost of repairs is covered by any insurance policy of the Association, each owner shall, at such owner's sole cost and expense, repair the interior of such owner's residence, and maintain the lot and any improvement to the lot in good condition at all times. The maintenance that the owner is responsible for includes:

(a) **Lots.** All Lot Owners shall be responsible for the maintenance, repair and replacement of the interior portions of the Building on the Lot owned by said Lot Owner, unless covered by the Association's insurance, including but not limited to drywall; windows and window frames, doors and door frames, interior walls; all wall, ceiling and floor coverings; and all appliances, fixtures and personal property located within the Townhome. As to exterior doors, the Association will maintain the exterior surface of the door, including painting, but the Lot Owner will be responsible for replacing the door when the Association determines that this is needed, and the Owner will be required to use a replacement door specified and approved by the Association. Further, each Lot Owner shall be responsible for the maintenance, repair and replacement of all equipment, appliances, ducts, wiring and other items relating to air-conditioning, electrical and other systems serving the Townhome.

(b) Each Lot Owner shall also be responsible for termite treatment and pest control within the Townhome. If tenting of a Building is required to treat drywood termite infestation, as determined by the Board, all owners and occupants in an affected building must cooperate with such treatment, and vacate the building at their own expense, as required, to coordinate effective treatment. The Association shall have the authority to enter contracts for the tenting of any such buildings, and this will be a common expense of the Association to be shared by all lot owners. If any owners do not pay their share of termite treatment costs under this section, the Association may file a lien and will have all remedies available for collection as exist for unpaid assessments.

(c) As to any landscaping which any owners wish to install, written approval from the Board of Directors is required. Additionally, the Board may require the owners to maintain any such landscaping, and if the owners fail to maintain the landscaping in a satisfactory manner, or the landscaping otherwise dies or is damaged, after notice from the Board of Directors, the Board may remove any such landscaping that is not being properly

maintained or which cannot be maintained in the opinion of the Association. As to existing landscaping, the Board may agree that owners will be allowed to maintain certain portions of such landscaping, subject to the same conditions as set forth above.

## **Section 2. Association Responsibility.**

(a) In addition to maintenance of the common area, the association shall provide exterior maintenance on each lot. Such exterior maintenance shall not include glass surfaces, framing, and other window components, which shall be the responsibility of each unit owner. The Association will also maintain the trees, shrubs, grass, walks, and driveways on the lots, provided that the replacement of any trees or shrubs which die or can no longer be maintained will be at the discretion of the Board.

(b) In the event the need for maintenance or repair for a Lot or the improvements thereon is caused through the willful or negligent acts of its owner or due to the willful or negligent acts of the family, guests, invitees or tenant of the owner of the Lot needing such maintenance repair, the costs of such maintenance shall be the responsibility of the Lot owner(s). If such owner(s) fail to pay for such expenses or damages and the Association incurs expenses, including all legal and other fees and costs, these amounts shall be added and become a part of the assessment to which such Lot is subject and the owner(s) are required to pay, and will be collectible in the same manner as other assessments.

## **ARTICLE VIII Provisions for Casualty Insurance, Payment of Proceeds, Reconstruction, Insurance Trustee**

**Section 1. Insurance.** The Association shall obtain, to the extent reasonably available, insurance it deems necessary, including, but not limited to, the following policies of insurance:

### **(a) Casualty Insurance.**

(1) The Association shall obtain fire and extended coverage insurance so as to insure all of the appropriate insurable improvements within the Common Area, including personal property owned by the Association, as well as insuring the individual Townhome buildings, excluding the interior living space inside the units, and excluding foundation and excavation costs. Such policies are to be in the amount of the full insurance replacement cost value of such improvements, as determined by the Board of Directors, from time to time, and at least bi-annually, although such policies may contain reasonable deductible provisions as determined by the Board. Coverage for upgrades required by ordinances, codes or other laws shall also be maintained if determined by the Board, in consultation with its insurance agent, to be cost effective. For purposes of this section, the "interior living space" which is required to be insured by the Townhome Owners will be the interior space of the units as bounded by the unfinished interior surfaces of the walls along the boundary of each unit, and as bounded by the top of the base flooring beneath the unit, and the roof assembly at the top of the unit. The Association will also insure heating, air-conditioning, plumbing, and electrical systems located in the boundary walls or outside the "interior living space", as well as the following improvements inside the interior living space: interior walls, doors, base flooring and ceilings. The Townhome Owner will be responsible for insuring all floor, wall, and ceiling coverings, as well as all fixtures, appliances, equipment, and other property within the living unit,

all air conditioning compressors or equipment serving only one unit, and any other improvements not insured by the Association. In the event of a casualty loss, the owner must apply all insurance proceeds toward the repair of the unit, and shall assign such proceeds to the Association if the Association is to undertake the repairs. Nothing herein is intended to modify the maintenance obligations of the Association and the Lot Owners as otherwise provided in this Declaration or in other governing documents of the Association.

(b) **Flood Insurance.** To the extent available, and to the extent that the improvements are in a special flood hazard zone, as established by the federal government, the Association shall obtain flood insurance in the amount of the full insurance replacement cost value of all improvements upon the Common Area, and upon those portions of the Townhomes which are covered by the flood insurance program.

(c) **Liability.** Comprehensive general public liability insurance against liability to and claims of the public, members of the Association, or any other persons, with respect to liability occurring on the Common Area or based upon or arising out the Association's responsibilities with regard to the properties. The limits of such liability coverage are to be determined, from time to time, by the Board of Directors.

(d) **Worker's Compensation and other mandatory insurance** where applicable, as well as directors' and officers' insurance, as determined necessary or appropriate by the Board of Directors. The Association may also obtain such other insurance as the Board of Directors shall determine from time to time to be desirable or appropriate.

(e) **Townhome Owners' Personal Coverage.** The insurance purchased by the Association shall be for the protection of the Association, and individual Townhome Owners are required to obtain their own insurance, to cover their potential liability for bodily injury or property damage, as well as insurance for any casualty or other losses to the portions of the property that they are required to insure and maintain, and for such other risks not covered by insurance maintained by the Association, including any losses not covered by deductibles. Proof of insurance is to be provided to the Association by the individual Owners upon request.

## **ARTICLE IX General Provisions**

**Section 1. Enforcement.** The association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Additionally, Owners shall be liable for pre-litigation costs and attorneys' fees incurred by the Association as a result of violations regardless of whether a lawsuit or other adversarial proceeding is filed.

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

**Section 3. Amendments.** Covenants and restrictions of this declaration may be amended by the vote of a majority of the voting interest present, in person or by proxy, at a meeting at which a quorum has been attained. Any amendment must be executed by the



officers of the association and recorded in the Public Records of Pinellas County, Florida. No amendment shall be made which shall impair the priority of a first mortgage. Any amendments that affect the surface water management system, including the water management portions of the common areas must be approved by the Southwest Florida Water Management District.

**Section 4. Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

**Section 5. Duration.** The covenants and restrictions of this declaration as amended shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty five (25) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least two-thirds of the subdivision lots.

END OF AMENDED AND RESTATED DECLARATION