

Return to:
Michelle T. Reiss, Esq.
Appleton Reiss, PLLC
215 N. Howard Ave. Ste. 200
Tampa, FL 33606

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CERTIFICATE OF RECORDING AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS AND
CONDITIONS OF WESTSHORE TOWNHOMES

This Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes is effective as of the date of recording this certificate, and amends the Declaration of Restrictions, Covenants, Easements and Conditions of Villas of Westshore, LLC, originally recorded in Official Records Book 13961, Page 1285, in the Public Records of Hillsborough County, Florida, as duly amended thereafter, corrects certain errors in the declaration as originally recorded, and restates the covenants, conditions, easements, charges, assessments, affirmative obligations and liens applicable to the Property, as defined herein.

WHEREAS, the Declaration of Restrictions, Covenants, Easements and Conditions of Villas of Westshore, LLC was originally recorded in Official Records Book 13961, Page 1285 of the Public Records of Hillsborough County, Florida (the “**Original Declaration**”);

WHEREAS, Villas of Westshore, LLC was the developer of the Property which is known as the Westshore Townhomes and which is governed by the Westshore Townhomes Property Owners Association, Inc. (“**Association**”);

WHEREAS, Article 13, Section 13.1 of the Original Declaration provides that the Declaration may be amended by the affirmative vote of at least a majority of the Owners at a special meeting of the Members duly called and convened for such purpose;

NOW, THEREFORE, Stacy Wrenn, as President, and Constance Nance, as Secretary, of Westshore Townhomes Property Owners Association, Inc. do hereby certify that the Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes, attached as Exhibit “1,” was duly approved by a majority of the Members at the membership meeting held on March 4, 2023.

Witnesses:

WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Print Name: Jenice Sofia

[Signature]
BY: Stacy Wrenn, President

[Signature]
Print Name: Keith Phillips

Witnesses:

WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Print Name: Jenice Sofia

[Signature]
BY: Constance Nance, Secretary

[Signature]
Print Name: Keith Phillips

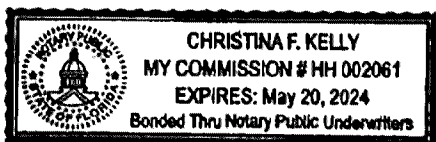
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 17th day of May, 2023, by Stacy Wrenn, as President and Constance Nance, as Secretary, of Westshore Townhomes Property Owners Association, Inc., who are personally known to me or have produced [Signature] as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Recording Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 17th day of May, 2023.

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
Print Name: Christina F. Kelly
My Commission Expires: 5/20/24



**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, COVENANTS,
EASEMENTS AND CONDITIONS OF WESTSHORE TOWNHOMES**



**ARTICLE I
DEFINITIONS**

Each of the following terms shall have the meaning ascribed thereto whenever used in this Declaration:

SECTION 1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as they may be amended from time to time. The Articles are attached here to as Exhibit “B” and are incorporated by reference herein.

SECTION 1.2 “Association” shall mean and refer to WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation organized to administer and enforce the Governing Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

SECTION 1.3 “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association.

SECTION 1.4 “Bylaws” shall mean and refer to the Bylaws of the Association, as they may be amended from time to time. The Bylaws are attached hereto as Exhibit “C” and are incorporated by reference herein.

SECTION 1.5 “Common Area” shall mean and refer to all real property, and any buildings and improvements thereon, including without limitation the pool and pool area, parking area adjacent to pool, private roads, walkways and sidewalks, Surface Water Management System Facilities, owned or leased by, or dedicated to, the Association for the common use and enjoyment of the Owners.

SECTION 1.6 “Common Expenses” means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

SECTION 1.7 “County” means Hillsborough County, Florida.

SECTION 1.8 “Declarant” shall mean and refer to Villas of Westshore, LLC, a Florida Limited Liability Corporation, its successors and assigns.

SECTION 1.9 “Declaration” shall mean this Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes as it may be amended from time to time.

SECTION 1.10 “First Mortgage” means any mortgage (including, but not limited to, any deed of trust or contract for deed, which applicable law would characterize as a mortgage) on a Lot which has priority over all other mortgages on the same Lot.

SECTION 1.11 “First Mortgagee” means the holder of any First Mortgage.

SECTION 1.12 “Governing Documents” means and includes this Declaration and the Articles, Bylaws, Rules and Regulations, and any Architectural Rules and guidelines.

SECTION 1.13 “Improvement” means buildings, roads, driveways, site or subdivision improvements, parking areas, fences, walls, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements of every type and kind.

SECTION 1.14 “Law” means, refers to and includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any office, agency, or instrumentality of any such municipality, and from time to time applicable to the Property or to any activities on or about the Property.

SECTION 1.15 “Lot” means any platted parcel of land shown on a recorded subdivision plat or replat of the Property. Lot shall not include Common Area and portions of marked acreage, parcels or tracts in the Plats not intended for development as Dwellings, if any.

SECTION 1.16 “Member” shall mean and refer to each person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to Declaration and Bylaws.

SECTION 1.17 “Owner” or “Owners” shall collectively mean and refer to the fee simple record titleholder or holders of a Lot, excluding any person or entity that has any interest in a Lot merely as security for the performance of an obligation.

SECTION 1.18 “Plat” means any recorded subdivision plat of any portion of the Property, including without limitation the Plat of Westshore Townhomes, recorded in Plat Book 100, Page 134, Public Records of Hillsborough County, Florida, and all amendments thereto.

SECTION 1.19 “Property” means the real property described in Exhibit A subject to this Declaration.

SECTION 1.20 “Rules and Regulations” shall mean and refer to any and all rules and regulations for the Property established by the Board of Directors of the Association in accordance with the terms and provisions contained in Article 16 of this Declaration.

SECTION 1.21 “Surface Water Management System Facilities”, shall mean the surface water management system facilities as permitted by the Southwest Florida Water Management District, which facilities shall include, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation and any other water management system improvements in accordance with the rules and regulations promulgated by any applicable governmental agency or authority, including without limitation, the Southwest Florida Water Management District.

SECTION 1.22 “Unit” or “Dwelling” means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

**ARTICLE II
PROPERTY RIGHTS**

Property Subject to the Declaration. The Property described in Exhibit A has been submitted to covenants, conditions and restrictions, and no additional real property is being submitted by this Declaration at this time. This Declaration has been recorded to confirm and establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, easements, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners. The Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

**ARTICLE III
THE ASSOCIATION: RIGHTS AND DUTIES,
MEMBERSHIP AND VOTING RIGHTS**

Section 3.1. Rights, Powers, and Duties. The Association is a Florida not for profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Governing Documents, specifically including all those powers prescribed by Chapters 617 and 720, Florida Statutes, as amended from time to time, together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in the Governing Documents, and shall provide (or cause to be provided) the following services:

Section 3.1.1. Maintenance of all Common Areas and/or any improvements from time to time located thereon, including, without limitation, recreation areas, amenities, grass, landscaping and irrigation systems, entry features, all private roads (if applicable), parking areas, all lights and landscaping on and around such private roads and parking areas within the Property which are not maintained by governmental authorities or located within any Lot. Association shall maintain all Common Area landscaping in accordance with the landscape plan (if applicable)

submitted to and approved by applicable governmental authorities in connection with the approval of the Project.

Section 3.1.2. Subject to Article V below, maintenance, operation and repair of the Surface Water Management System, which shall include the exercise of practices that allow the Surface Water Management System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified as approved, by the Southwest Florida Water Management District.

Section 3.1.3. Providing other maintenance upon any portion of the Property (including all Units) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because (i) said property is being maintained in a sub-standard manner; (ii) otherwise violates any of the covenants and restrictions contained herein; or (iii) such maintenance was required as a result of the negligent or willful act or omission of any Owner. The Association shall notify the Owner responsible for the required maintenance in writing, specifying the nature of the condition to be corrected, and if the Owner has not caused the same to be corrected within fifteen (15) days after the date of said notice, if such maintenance is required on the Owner's Lot, or reimbursed the Association for the cost of maintenance, if such maintenance is required on any Common Area, the Association may correct such condition at the Owner's sole cost and expense as provided below.

The cost of such maintenance or corrective actions shall be assessed by the Association as a specific assessment against the Owner on whose behalf such maintenance or corrective actions are performed, but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien upon the subject Lot (including the Unit), as the case may be, and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest and other fees or costs of collection as required by the Association.

Section 3.1.4. Constructing improvements on the Common Area and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Article).

Section 3.1.5. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general, subject to the requirements of Sections 720.3055 and 720.309, Florida Statutes, as amended. The terms of any such contracts shall be negotiated by the Board in its discretion, which may designate an officer of the Association to act on its behalf. It is specifically contemplated that the Board may (but shall not be required to) cause the Association to enter into a contract with a licensed community association management company for the purpose of carrying out the Association's obligations under the Governing Documents. It is also contemplated that the Board may (but shall not be required to) enter into one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or such other similar agreements as the Board may deem from time to time to be

necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

Section 3.1.6. The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. No representation or warranty is made that any fire protection system, alarm system, gate system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner acknowledges, understands, and covenants to inform all occupants of its Unit, and their respective families and invitees, that neither the Association, the Board, the Declarant, committees, nor any other persons involved with the governance, maintenance, and management of the Property are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, units, and the contents of units, and further acknowledge that neither the Association, its Board and committees, the management company of the Association, any neighborhood association nor the Declarant have made representations or warranties regarding any attended or unattended entry gate, patrolling of the property, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

Neither the Association, the Board, nor the management agent of the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of failure to provide adequate security or for the ineffectiveness of security measures undertaken.

Section 3.1.7. Other provisions of this Declaration grant and give the Association the right to grant certain permits, licenses, approvals and easements over the Property and Common Area for utilities, access and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property under the circumstances specified therein.

In furtherance of the foregoing provisions, and in order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Area and Property, the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property.

Section 3.2 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board, the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 3.3. Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of the Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board, except that

any delegation or conveyance of any portion of the Property to a private party shall also require approval of a majority of members at a meeting of the members at which a quorum is present.

Section 3.4. Action by Association. Unless the Governing Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board, acting by majority vote unless a different standard is specified in the Governing Documents. Copies of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association or its contract manager during reasonable business hours.

Section 3.5. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Declaration, Articles and the Bylaws.

Section 3.6. Association Rules. The Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations governing the use of the Property or any Lot or Dwelling by any Owner or any household member, tenant, guest, invitee, licensee or lessee of such Owner except that such rules and regulations may not be inconsistent with this Declaration, the Articles, the Bylaws or applicable law. Upon adoption, such rules and regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 3.7. Committees. The Board may establish such committees as deemed necessary and appropriate by the Board to perform such functions and duties as provided in this Declaration or delegated or assigned by the Board. The Board may appoint, suspend, remove, or replace members of any such committee at its sole discretion. Except as provided by applicable Law, the Board may appoint members of such committees from among current Board members.

Section 3.8. Membership. Every owner of a Lot or Unit shall be a member of the Association. An Owner of more than one (1) Lot or Unit is entitled to one (1) Association membership for each Lot or Unit. Each Association membership is appurtenant to the Lot or Unit upon which it is based and is transferred automatically by conveyance of title to that Lot or Unit, and may not be separated from ownership of a Lot or Unit. No Person or legal entity except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot or Unit.

Section 3.9. Joint Ownership. When more than one person is the Owner of any Lot, all such persons shall be Members. The vote for any Lot described in this Section shall be exercised as the aforesaid Members who own such Lot determine amongst themselves, but in no event shall more than one ballot or vote be cast with respect to any such Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint or beneficial Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of the same Lot. In the event more than one ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 3.10. Corporate Ownership. In the event any Lot is owned by a corporation, partnership, limited liability company, or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, only the president, general partner, manager, managing member, or chief executive officer of such corporation, partnership, limited liability company or association shall have the power to vote the membership or be elected to the Board.

Section 3.11. Fines and Suspension of Use Rights. The Association, acting through its Board of Directors, shall have the right to impose fines or suspension of use rights for a violation of any provision of the Governing Documents by any Owner or such Owner's household member, tenant, guest, licensees and invitees (collectively, "Owner Party"). No fine or suspension shall be imposed without first providing the Owner or Owner party written notice describing the violation and providing an opportunity to be heard. Fines shall constitute a lien on all Lots owned by the Owner and shall be paid within thirty (30) days following imposition. Unpaid fines may be assessed as a Specific Assessment against the Owner and Owner's Lot. Failure to pay any fine shall subject the Owner to the penalties and enforcement in the same manner as failure to pay any assessments as provided in this Declaration.

Section 3.12. General restrictions. There shall be no obstruction of the Common Area and nothing may be kept or stored on or in the Common Area without prior approval of the Board. Nothing may be altered, constructed upon, or removed from the Common Area, nor may the Common Area be occupied or used in any way without the prior approval of the Board. Any cost incurred by the Association to maintain, repair, or replace any part of the Common Area as a result of any act or omission by any Owner or Owner Party shall be assessed as a specific assessment against the Owner and the Owner's Lot.

ARTICLE IV EASEMENTS

Section 4.1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or Unit, subject to the rights, easements, conditions, and restrictions set forth in the Governing Documents, including:

- (a) The right of the Association to establish, modify, amend and rescind Rules and Regulations regarding use of the Common Area;
- (b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;
- (c) The right of the Association to suspend the right of an Owner to use the Common Area for any violation of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations or for any monetary obligation to the Association that is more than ninety (90) days delinquent.

(d) The right of the Association to dedicate, transfer or convey all or any part of the Common Area to any public agency, authority, or utility.

(e) The right of the Association to grant easements as to the Common Area or any part thereof.

(f) The right of the Association to operate, maintain, repair and replace improvements on the Common Area.

Section 4.2. Utility Easements. Those portions of the Common Area where utility facilities may be installed are dedicated for use by all utilities including water, sewer, stormwater drainage, waste removal, electricity, gas, telephone, internet, and cable television for the construction and maintenance of their respective facilities servicing the Property; and Declarant and the Association hereby grant to such utilizers jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plat or other recorded instrument defining such easement. The Association shall have the authority to grant additional easements for utility purposes as provided in this Declaration. In the event the City of Tampa or any utility fails to repair any damage to the Common Area caused by the installation or repair of its facilities, then the Association shall make such repairs and the cost thereof shall be part of the Common Expenses.

The Common Area is defined to include easements under each Lot for the benefit of each respective Lot owner serviced by said easement, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots, which easements shall be maintained exclusively by the City of Tampa or the Association, as applicable.

Section 4.3. Association Easement. The Association has and hereby reserves an access easement over, through, and across the Property in favor of the Association in order to maintain and repair the Common Area and to perform its maintenance and other responsibilities as set forth herein.

Section 4.4. Encroachment. An easement for the encroachment of any building or other improvement located on the Property upon any Lot or Unit, and for the encroachment of any Unit upon the Property, which encroachment results from any minor inaccuracies in survey, construction, or reconstruction, or from settlement or movement. Any such easement for an encroachment shall include an easement in favor of the owner of the encroaching Unit, building or improvement, whether the owner be an Owner, the Association, or any public or governmental agency, authority or utility to which any portion of the Property has been dedicated or transferred.

Section 4.5. Delegation of Use. Any Owner may delegate the right to use and enjoy the Common Area to the members of Owner's family, tenants, guests and invitees. Any such delegation with regard to an Owner's lessee shall not be effective unless the transfer of occupancy of the Owner's Unit is made in accordance with the terms and provisions of this Declaration and is subject to the Association's rules and regulations.

Section 4.6. Rights of Access. Each Owner, including their household members and guests, has a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Common Area to a dedicated public street or sidewalk.

Section 4.7. Reciprocal Easement. There are reciprocal appurtenant easements between each Lot and such portions of the Common Area adjacent thereto, and between adjacent Lots, as applicable, for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground or surface waters in the manner established by the Declarant. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes. There is no easement for overhangs or encroachment caused by willful or intentional misconduct by any Owner, tenant, or the Association.

Section 4.8. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the Plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public or the Owners with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration.

ARTICLE V
WATER MANAGEMENT DISTRICT REQUIREMENTS

Section 5.1 Restricted Uses and Surface Water Management.

Section 5.1.1 The Association is responsible for the operation and maintenance of the Surface Water Management System Facilities. Said operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit issued by the Southwest Florida Water Management District (“District”). If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility therefore in a manner acceptable to the District.

Section 5.1.2 No construction activities may be conducted relative to any portion of the surface water management facilities. Prohibited activities include but are not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. 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.

Section 5.1.3 The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities

Section 5.1.4 Any amendment of this Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

Section 5.1.5 The restrictions shall be in effect for at least 25 years with automatic renewal periods thereafter.

Section 5.1.6 If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

Section 5.1.7 For projects which have on-site wetland mitigations which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

ARTICLE VI PARTY WALLS AND ROOFS

SECTION 6.1 Party Walls. Each wall and roof that is built as part of, and placed on, the dividing line between the Units shall constitute a party wall or party roof. The maintenance and use of all party walls and party roofs on the Property shall be governed by the terms and provisions of this Article VI.

SECTION 6.2 Common Boundary. The center line of a party wall or party roof is the common boundary between adjoining units.

SECTION 6.3 Cost of Maintenance and Repair. Each Owner shall bear the cost of maintaining and repairing the Owner's side of the party wall and party roof of the Unit, except as otherwise provided in the Declaration.

SECTION 6.4 Law Applicable. To the extent not inconsistent with the provisions of this Declaration, general rules of laws regarding party walls and party roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 6.5 Use. An Owner's use of the party walls contained with the Unit shall consist of normal interior usage, including, but not limited to, paneling, plastering, painting, decoration, construction of tangent walls and shelving, but shall exclude any form of alteration that would cause an aperture, hole, conduit, break, or other displacement of the original concrete forming any such party wall.

SECTION 6.6 Destruction or Damage. In the event a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used such party wall or roof shall restore it, and in the event the cost thereof is in excess of insurance proceeds received by the

Owner, the Owner of the adjoining unit shall contribute to the cost of the restoration of the party wall or roof in proportion to his use thereof; provided, however, that nothing contained herein shall prejudice the right of any owner to call for a larger contribution from any other Owner under any applicable rule of law regarding liability for negligent or willful acts of omissions. The right of any Owner to contribution from any other owner under this Article VI shall be appurtenant to the Unit and shall pass with the title to the Unit.

SECTION 6.7 Perpetual Easement. Each Owner shall have a perpetual easement upon the Property surrounding the Unit for the maintenance and repair of the party walls and party roofs contained in or forming a part of the Unit.

SECTION 6.8 Mortgagee's Protection. So long as there shall be a mortgage or mortgages upon any Unit, the provisions of this Section 6 shall not be modified, abandoned, or extinguished as to that Unit without the consent of the mortgagee(s). If an owner shall give, or shall have given, a mortgage or mortgages upon the Unit, then the mortgages shall have the full right, at its(their) option, to exercise the rights under its(their) mortgage.

SECTION 6.9 Access and Reconstruction. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Residential Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a good and workmanlike manner, and consent is hereby given to enter on the adjacent Residential Unit to effect necessary repairs and reconstruction. In the event of such reconstruction, the party wall, party roof, or any part thereof shall be rebuilt in the same manner at the same location where it was initially constructed and shall be the same size and of the same or similar materials and of like quality as originally constructed. No Owner shall unreasonably withhold or delay consent for access by another Owner, or such Owner's agents and contractors, for purposes of maintenance and repair of any party wall or roof.

ARTICLE VII MAINTENANCE

SECTION 7.1 Common Area Maintenance. The Association shall, at all times and at the Association's expense, maintain the Common Area. Such maintenance shall include the maintenance, repair and replacement of all buildings and improvements owned by, or dedicated or leased to, the Association, including systems for the provision of water, electricity, gas, and other utilities thereto.

SECTION 7.2 Lot and Unit Maintenance.

SECTION 7.2.1. Maintenance by the Association. In addition to maintenance of the Common Area, the Association shall provide maintenance, repair, and replacement of only the exterior surface of each Unit. The maintenance, repair, or replacement of each Unit under the exterior surface thereof shall be the obligation of the Owner, including without limitation all structural components of the Unit and the air conditioning which services such Unit (both interior and exterior). More specifically, the Association shall be responsible for the maintenance, repair, and replacement of roofs, gutters, downspouts, exterior building surfaces, exterior awnings, fences, trees, shrubs, sprinkler systems, grass, walks, and other exterior improvements originally or hereafter placed or constructed upon the Property by Declarant or the Association. Such exterior

maintenance, repair or replacement shall not include glass windows, glass surfaces or doors, screens or screen doors, exterior doors, window fixtures, patios, door or window frames, or caulking. With regard to the maintenance and replacement of landscaping, the Association is responsible for all exterior landscaping excluding any potted plants installed by any Owner on their Lot. Each Owner shall maintain all potted plants and any other exterior decorations or improvements, unless prohibited by this Declaration, in accordance with any rules and regulations adopted by the Board. The Association shall maintain any master sprinkler system servicing more than one Unit or the Common Area. In the event a utility line servicing more than one Unit or the Common Area shall be within the boundaries of a Unit or Lot, the Association shall maintain said utility line and shall have the right of access to the Unit and Lot for such maintenance purposes. Except as and to the extent necessary to provide or ensure utility services to the Common Area or another Unit, the Association is not responsible for any utility easements, pipes, connections, or related fixtures which are located on an Owner's Lot and benefit the Owner's Unit. The Association shall not be responsible for termite or other pest control for the benefit of any Lot or Unit, except that the Association may provide pest control for subterranean termites and other pests in connection with its duty to maintain landscaping on a Lot only for the benefit of such landscaping only.

SECTION 7.2.2 Right of Entry in Favor of the Association. The Association, acting through its authorized agents and employees, shall have the right to enter any portion of the Property, including individual Units, for the purpose of conducting an inspection to determine whether any maintenance, repair or replacement is necessary to avoid damage to the Common Area or another Unit or Unit Owner, or to ascertain an Owner's compliance with the provisions of the Declaration, or in case of an emergency such as fire, flood or hurricane or the performance of any maintenance, repair, replacement of any portion of the Property, including individual Units, so long as such entry is made at reasonable times and upon reasonable notice to the Owner of any such Unit and is reasonably necessary, as determined by the Board, to prevent damage or injury to another person or their property, including an adjacent Owner, or the Common Area. Each Owner hereby appoints the Association as the Owner's agent for the purposes provided in this Article VII and agrees that the Association shall not be liable for any alleged property damage, injury or theft caused or occurring on account of any such entry and inspection by the Association. Notwithstanding the foregoing, the Association has no duty protect, avoid, or repair any damage to any Unit and is not and shall not be liable for any such damage arising from or related to any act or failure to act upon the authority set forth in this section.

SECTION 7.2.3 Maintenance by the Owner. Each Owner is responsible, at the Owner's expense, for the maintenance, repair, and replacement of all portions of, and all other improvements constructed on the Owner's Lot, including the Unit, which are not the obligation of the Association as provided in this Article VII. Accordingly, each Owner shall maintain, at such Owner's expense, the interior of the Unit, and all structural components (except the exterior surface thereof), doors (except the exterior surface thereof), windows, glass, screens, electrical panels, electric wiring, electrical outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, and all air conditioning equipment. Additionally, such Owner shall maintain that portion of the roof not maintained by the Association in accordance with this Article VII. Each Owner is prohibited from performing any of the Association's maintenance, repair or replacement obligations without first getting written consent from the Board. In the event of any dispute regarding the responsibility to maintain

or repair any portion of any Lot or improvement thereon, the decision of the Board, including any reasonable interpretation of this provisions of this section by the Board, shall be final and binding on all affected parties. Owners shall be responsible for providing all termite and pest control for their Unit. Owners shall be responsible for maintaining any potted plants, decorations, and exterior improvements installed on the Owner's Lot in accordance with any rules and regulations adopted by the Board. Any and all alterations or improvements to any part of the Lot or Dwelling, including landscaping, must be approved by the Architectural Review Board prior to commencement.

SECTION 7.3 Owner's Liability. In the event any Owner (a) fails to perform any obligation imposed upon Owner by the terms and provisions on this Declaration with regard to the maintenance, repair and replacement of the Unit and improvements thereon; or (b) damages or causes any damage to any property, building, improvements, easements, landscaping, or grounds, the maintenance, repair, replace or reconstruction of which is the responsibility of the Association; or (c) makes or causes to be made any unauthorized improvement, alteration or modification to a Unit or to the Common Area, which improvements, alterations or modification are not approved in the manner set forth in this Declaration; then, in any such event, the Association shall have the right, after providing ten (10) days prior written notice, to enter upon the Unit or other affected part of the Property and to cause the necessary repairs, replacements or maintenance to be performed, or to remove any unauthorized improvements, alterations or modifications. The Owner of any Unit as to which the Association acts in accordance with this Section shall be responsible for all costs and expenses so incurred by the Association, including attorneys fees, and the Association shall have the right to assess such costs and expenses as an assessment against the Owner which shall be due and collected in accordance with Article IX.

ARTICLE VIII INSURANCE

SECTION 8.1. Unit Owner Insurance. Each Owner shall purchase and maintain casualty and extended coverage insurance for the Unit in an amount not less than the maximum insurable replacement value of the Unit, excluding land. Any such policy shall afford coverage against loss, damage or destruction by fire or other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, improvements and other items similar in nature, construction, location or sue, including but not limited to, theft, vandalism, malicious mischief and windstorm. Any such policy shall provide that it may not be modified or canceled without at least thirty (30) days prior written notice to the insured and to the Association. Each Owner shall provide the Association a copy of the current insurance policy upon request. Any and all proceeds of insurance received by any Owner shall be used exclusively for the repair or reconstruction of the Unit or other property for which the proceeds were paid. Owner shall promptly repair and/or reconstruct the Unit in accordance with the original plans and specifications, except and to the extent any alteration is required to comply with current restrictions, ordinances or codes of any governmental authority having jurisdiction over the Property, or as approved by the Board of Directors or the Architectural Control Committee.

SECTION 8.2 Association Insurance. The Board of Directors shall purchase and maintain policies of insurance including but not limited to property, liability, flood, and fidelity insurance in amounts and which such limits and deductibles as determined by the Board of Directors. The Association shall purchase and maintain property insurance coverage for the Common Area and

other property owned or maintained by the Association for the benefit of the Owners pursuant to this Declaration in amounts not less than the replacement value of such property. Any and all proceeds of insurance received by the Association from any such property insurance policy shall be used exclusively for the repair or reconstruction of the Common Area or property for which the proceeds were paid. The Association shall repair and/or reconstruct the property in accordance with the original plans and specifications, except and to the extent any alteration is required to comply with current restrictions, ordinances or codes of any governmental authority having jurisdiction over the Property, or as determined necessary or appropriate by the Board of Directors. To the extent insurance proceeds are not sufficient to repair or reconstruct such property, the cost of such repair or reconstruction shall be a common expense of the Association.

SECTION 8.3 Flood Insurance. In the event the property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, the Association shall purchase and maintain a policy of flood insurance, naming the Association as insured, and covering the Common Area, and any improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property. Each Owner shall purchase and maintain flood insurance for the Owner's Unit in an amount not less than the full replacement value of the Unit.

ARTICLE IX COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 9.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, and specific assessment (collectively, "Assessments"). The annual, special, and specific assessments, together, with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Except as otherwise expressly provided herein or by applicable law, an Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be limited as and to the extent provided by Section 720.3085, *Florida Statutes*, as amended from time to time. In the case of co-ownership of a Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessments. The Association shall, upon demand, at any time and in accordance with applicable law, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The Association may charge a reasonable fee for such certificate. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

SECTION 9.2 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for (i) the upkeep, maintenance and improvement of the

Common Area and other portions of the property which are the Association's responsibility to maintain, repair, and replace as provided herein, (ii) maintenance, repair, replacement, and operation of rights-of-way and easements within or immediately adjacent to the Property (such as, but not limited to, landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities or deemed appropriate by the Board, (iii) promoting the recreation, health, safety and welfare of the Owners and other lawful occupants of Lots within the Property, and (iv) the performance and exercise by the Association of its rights, duties and obligations under the Governing Documents.

SECTION 9.3 Annual Assessment.

(A) For each fiscal year of the Association, the Board shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes to be required during the ensuing fiscal year to pay all Common Expenses, including, but not limited to, (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, the Surface Water Management System and those parts of the Lots, if any, which the Association has the responsibility of maintaining, repairing or replacing under the Governing Documents, (ii) the cost of wages, fees, materials, utilities, insurance premiums, services, supplies and maintenance or repair of the Common Area, the Surface Water Management System and for the general operation and administration of the Association and enforcement of the Governing Documents, (iii) the amount required to render to Owners all services required to be rendered by the Association under the Governing Documents, (iv) the cost of any taxes, liens and assessments levied or assessed against the Common Area; and (v) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacement.

(B) For each fiscal year of the Association, the total amount of the estimated Common Expenses shall be assessed by the Board. Except for Specific Assessments, all Assessments shall be equal on all Lots.

(C) The Board shall give notice of the annual Assessment to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall not affect the validity of the annual Assessment established by the Board nor relieve any Owner from its obligation to pay the annual Assessment.

(D) The annual Assessment for each Lot shall be determined by the Board as provided herein. The annual Assessments provided for herein shall be due and payable in advance annually or in equal quarterly or monthly installments on the first day of such period, as may be determined by the Board. The foregoing annual Assessment is in addition to any and all other Assessments and other financial obligations which any Owner may have to the Association.

(E) If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the annual Assessment for that fiscal year and the revised annual Assessment shall commence on the date designated by the Board.

SECTION 9.4 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any fiscal year, a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, maintenance, repair or replacement of a capital improvement on the Common Area, including fixtures and personal Property related thereto, deferred maintenance, or for any other lawful Association purpose, provided that any such special Assessment shall have the assent of a majority of the members of the Board. Special Assessments shall be levied at a uniform rate for all Lots.

SECTION 9.5 Specific Assessments. Any fine and any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Documents, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible (including, without limitation, guests, family members, invitees, agents, insurers, contractors or sub-contractors), may also be assessed by the Association against such Owner's Lot if such Owner fails to pay such amount within thirty (30) days after written demand.

SECTION 9.6 Due Dates. The Board may require that the annual Assessment be paid in installments as provided above, and in such event the Board shall establish the due dates for each installment.

SECTION 9.7 Transfer Fee. At each closing of the sale of a Residential Unit, the purchaser thereof shall pay to the Association a Transfer Fee in the amount of two months of annual assessments based on the then current annual Assessment amount, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association at the discretion of the Board.

SECTION 9.8 Effect of Non-payment of Assessments; Remedies of the Association.

(A) Any Assessment, or any installment of an Assessment, not paid within ten (10) days after the Assessment, or the installment of the Assessment, first became due shall bear interest at the rate of at the rate of eighteen percent (18%) per year and have added to such Assessment or installment a late charge of twenty-five dollars (\$25.00). Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot against which such Assessment was made. The Assessment Lien may be placed of record by the recordation of a Notice or Claim of Lien which shall set forth (i) the description of the Lot against which the claim of lien is made, (ii) the name of the record Owner, (iii) the name and address of the Association, (iv) the amount due as of the date of the recording of the notice including late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees, and (v) the due date. Any Claim of Lien so recorded shall secure all unpaid Assessments that are then due and that may accrue subsequent thereto and before the entry of a certificate of title, as well as interest, late charges and reasonable costs and attorneys' fees incurred by the Association incident to the collection process.

(B) The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except as provided by applicable law.

(C) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, reasonable collection costs, reasonable attorneys' and paralegals' fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment Assessments or (ii) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

SECTION 9.9 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage, as and to the extent required by applicable law. The sale or transfer of any Lot shall not affect the Assessment Lien except that the sale or transfer of a Lot pursuant to judicial foreclosure of a First Mortgage or the transfer of the Lot to the holder of the First Mortgage by deed in lieu of foreclosure shall extinguish the Assessment Lien as to payments which became due prior to the sale or transfer to the extent required pursuant to Section 720.3085, Florida Statutes. However, in such event, only the Assessment Lien shall be extinguished to the extent required pursuant to Section 720.3085, Florida Statutes, upon the sale or transfer of the Lot pursuant to such a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner. No sale or transfer shall relieve the Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 9.10 Exemption of Owner. No Owner of a Lot may exempt himself from liability for Assessments levied against the Owner's Lot or for other amounts which the Owner may owe to the Association under the Governing Documents by waiver and non-use of any of the Common Area and facilities or by abandonment of the Lot.

SECTION 9.11 Maintenance of Reserve Fund. Out of the annual Assessments and other income, the Board may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area. All reserve funds shall be pooled and may be used or any item for which the Association collects reserve funds.

SECTION 9.12 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining, including, but not limited to using such surplus to fund reserves. The Association shall not be obligated to reduce the amount of the annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE X
ARCHITECTURAL REVIEW

SECTION 10.1. Architectural Review Board. The Association shall have the power and authority to establish an architectural review board composed of three (3) or more persons appointed by the Board of Directors (the “Architectural Review Board” or “ARB”). One or more members of the Board of Directors may be appointed to serve on the Architectural Review Board. The Architectural Review Board shall consider all plans and specifications submitted to the Architectural Review Board and shall either approve or disapprove such plans and specifications, as provided in this Article X.

SECTION 10.2. Restrictions. No dwelling, building, fence, wall, roof, gutter, landscaping, window, screen, door, enclosure, exterior finish, exterior change, sign, or other improvement or structure of any kind, either attached to, or separate and apart from, any Unit, including landscaping, shall be commenced, constructed, erected, built, placed, installed, maintained, or altered upon any Unit, Lot, or Property, nor shall any Dwelling, structure, improvement, road, sidewalk, driveway, landscape plan or other exterior improvement, rain gutters, or exterior of a Dwelling be repainted, repaired, modified (in whole or in part), or decorated differently from its original color or décor until the plans and specifications therefore showing the nature, design, color, kind, shape, height, materials, and location of the improvement, alteration, landscape plan or other exterior improvements, or change shall have been submitted to and approved in writing by the Architectural Review Board. In reviewing any particular application, the ARB shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding Units, and topography within the Property; (ii) preserve the value and desirability of the Property as a residential community; (iii) be consistent with the provisions of this Declaration and applicable Law; (iv) retain existing character of neighborhood; and (v) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

SECTION 10.3. Submission of Plans and specifications for Approval. Plans and specifications for any proposed improvement, alteration or modification shall be submitted to the Architectural Review Board prior to commencement of any such improvement, alteration, or modification, which plans and specifications shall include the following:

- (a) Front, side and rear elevations of the improvement, alteration or modification;
- (b) A plat plan indicating and fixing the exact location of the improvement, alteration, or modification, with reference to the Unit, closest Units, the surrounding property, and the streets nearest to the site to be improved, altered or modified;
- (c) Data as to the types of materials to be used in, the proposed improvement, alteration, or modification, including the color and texture of all exteriors;
- (d) Graphic depiction of, and narrative describing, the nature, kind, shape, height and location of the proposed improvement, alteration, or modification; and

- (e) A description of how the proposed improvement, alteration or modification is in harmony with the external design and location of the existing Units, buildings and improvements on the Property, and the topography of the Property.

SECTION 10.4. Approval of Plans and Specifications. The Architectural Review Board shall either approve or disapprove any plans and specifications that are submitted to it for its consideration pursuant to this Article X. Such approval or disapproval shall be in writing, within thirty (30) days after such plans and specifications have been submitted to the Architectural Review Board. In the event the Architectural Review Board fails to approve or disapprove such plans and specifications in writing within such thirty (30) day period, then the plans shall be deemed disapproved. Regardless of any approval or disapproval by the ARB, all improvements, alterations, and modifications of any type or nature upon any Lot or Unit shall comply with all restrictions, covenants, easements, and conditions contained in this Declaration. In the event the Architectural Review Board approves any plans and specifications submitted to the Architectural Review Board for its consideration, then the Architectural Review Board shall notify the owner in writing. The Association shall retain a copy of the approved plans and specifications. No improvement, alteration or modification of any kind shall be commenced or completed except in accordance with the plans and specifications approved by the ARB.

The approval by the Architectural Review Board of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Review Board of the right to object to any of the features or elements embodied in such plans and specifications if and when the same features and elements are contained in any subsequent plans and specifications submitted for approval for use in connection with another Unit. No building, outbuilding, garage, fence, wall, landscaping or other improvement or structure of any kind shall be erected, constructed, placed, altered or maintained upon any Lot, Unit, or Property unless the same shall be erected, constructed or altered in conformity with the plans and specifications approved by the Architectural Review Board in writing.

SECTION 10.5 Compliance. Each Owner shall be solely responsible to ensure that any construction, improvement, modification, or alteration complies with all applicable laws, ordinances, codes, covenants, restrictions, rules, regulations, and guidelines, including those set forth in the Governing Documents. In the event any improvement, alteration or modification is approved by the ARB which does not comply with applicable laws, ordinances, codes, covenants, restrictions, rules, regulations and guidelines the covenants and restrictions set forth in this Declaration or any Rules and Regulations adopted by the Board, upon discovery by the Owner, Board, or the ARB, such improvement, alteration, or modification shall be corrected and brought into compliance with the covenants and restrictions of this Declaration, subject to approval by the ARB, at the Owner's sole expense.

SECTION 10.5. Right of Entry and Inspection. The Architectural Review Board, any member thereof, and any of its authorized representatives or agents, shall have the right to enter any portion of the Property, including individual Units, for the purpose of conducting an inspection to ascertain whether the terms and provisions of this Article X are being violated.

**ARTICLE XI
RULES AND REGULATIONS**

SECTION 11.1. Association Restrictions. Any additional use restrictions from time to time adopted by the Association which are applicable to the Property (collectively, the “Association Restrictions”) are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Association Restrictions, the more restrictive restriction shall control.

SECTION 11.2. Adoption of Rules and Regulations. The Board of Directors is authorized to adopt, amend or rescind rules and regulations governing the use and occupancy of the Property and any and all Lots and any and all building and improvements thereon; provided, however, that such rules and regulations shall not be inconsistent with any of the terms and provisions of this Declaration, the Articles or the Bylaws. Any such rule or regulation shall not conflict with the terms and provisions of the Easement Agreement.

SECTION 11.3. Publication and Distribution of Rules and Regulations. The Association shall email or mail copies of the Rules and Regulations to all owners at their last known email addresses or physical addresses as shown on the books and records of the Association.

SECTION 11.4. Residential Use. All Units shall be used for single-family, residential purposes only. No trade, business, or profession or commercial activity of any kind may be conducted on any Lot or Unit, except for a home occupation as permitted by applicable Law, which is not detectable by sight, sound or odor from the exterior of the Dwelling in which the home occupation occurs.

SECTION 11.5. Nuisances. No Owner or occupant of any Unit shall cause or permit any unreasonable or obnoxious noises or odors to emanate from, or cause or permit any nuisances or immoral or illegal activities upon any Lot, Unit, or any part of the Property.

SECTION 11.6. Animals and Pets. No animal, livestock, poultry, or pet of any kind shall be raised, bred, or kept on or in any Lot or Unit, except that pets consisting of a combined total of not more than two (2) dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person or other pet. Any pet that causes a nuisance or unreasonable source of annoyance to any Owner or authorized occupant of the Property shall be permanently removed from the Property at the request of the Board. All pets must be kept on a leash and under the control of a responsible person when outdoors. Additionally, all Owners, occupants, guests, and invitees of the Properties who own, house, or control a pet within the Properties shall comply with all laws and ordinances governing such pets.

SECTION 11.7. Parking. Parking spaces shall be used exclusively by the Owners and their guests subject to and in accordance with any rules and regulations adopted by the Board. Parking is limited to two (2) permitted vehicles per Unit. Permitted vehicles include non-commercial passenger cars, trucks, and vans and other vehicles as defined by the Board. Permitted

vehicles must be parked in the garage and/or driveway of the Unit, except that permitted vehicles may be parked in guest parking spaces on a temporary basis. Except as provided herein, no parking space or any part of the Property shall be used for the parking or storage of recreation vehicles, mobile homes, motor homes, buses, campers, trailers, boats, inoperable vehicles, unlicensed or unregistered vehicles, or commercial vehicles. Temporary parking of any of the foregoing may be permitted upon the prior written consent of the Board of Directors and subject to any limitations, rules, regulations, or restrictions imposed by the Board in its sole discretion. In addition, temporary parking of commercial vehicles is permitted for the time required to provide the delivery or service to the unit but in no event overnight. There shall be no repairs or nonroutine maintenance performed on any vehicle, vessel, watercraft, or trailer on the Properties, except where such work is performed in an enclosed garage and is for personal purposes, not commercial purposes or for financial gain. No inoperable vehicle, vessel, watercraft, or trailer shall be kept or stored in open view upon any of the Properties, including on any driveway or street within the Properties. All permitted vehicles shall have current license plates and registration. Parking on the grass or in the street is prohibited. Parking in a manner that partially or completely blocks any sidewalk, fire hydrant, fire lane, mailbox, dumpster, or driveway or garage of another unit is prohibited. Any vehicle parked in violation of the foregoing rules may be towed without notice at the owner's expense.

SECTION 11.8. Signs. No signs of any kind shall be displayed in public view on any Lot or Unit except as required by applicable Law.

SECTION 11.9. Antennas, Aerials and Satellite Dishes. No antennas, aerials or satellite dishes of any kind shall be placed upon the roof or exterior of any Unit, nor shall any Owner place or cause to be placed any antenna, aerial or satellite dish upon any part of the Property except and to the extent required to be permitted by applicable law. The Owner shall be responsible for any maintenance or repair to any part of the Unit or Lot caused by such installation.

SECTION 11.10 Garbage and Refuse Disposal. No Lot or Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose.

SECTION 11.11. Swimming Pools. No swimming pool, hot tub, or spa shall be installed or maintained on any Lot.

SECTION 11.12 Basketball Goals. No permanent basketball goals may be installed, erected, or placed on the Properties.

SECTION 11.13 Sheds or Utility Buildings. No shed, barn, storage shed, utility building or similar structure shall be installed or maintained on the Properties.

SECTION 11.14 Garage Sales. Garage sales are prohibited on the Properties, except as allowed by the Board based upon advance written permission.

SECTION 11.15 Flags and Flag Poles. Flags and flag poles shall be permitted, but only to the extent required by applicable law.

SECTION 11.16 Holiday decorations. Holiday decorations are permitted, subject to the rules and regulations adopted by the Board and so long as such decorations do not cause a

nuisance to others or injury or damage to others or their property, including common areas and property of the Association.

SECTION 11.17 Leasing Restrictions. No Owner shall lease or allow the continued occupancy of his or her Dwelling by another individual or individuals unless such Owner has duly registered the tenant or occupants age 18 or older with the Association in advance of occupancy. Prior to leasing his or her Dwelling to a proposed tenant or permitting an individual age 18 or older to continuously occupy his or Dwelling for a period longer than fourteen (14) consecutive days, the Owner shall furnish the Association with the name, address, and occupation or employment of the proposed tenant, duration of lease or occupancy, name and age of proposed occupants under the age of 18, vehicle information, and such other information as the Association may request. Only persons listed on an approved lease or otherwise registered with the Association may reside in the Dwelling or Lot. The Association shall have the exclusive right to deny a proposed tenant or occupancy that may lead to the violation of this Declaration. In no event shall an Owner be permitted to lease his or her Dwelling during the first twelve (12) months of ownership. No lease shall be for a term of less than twelve (12) months and no Owner may lease their lot more than twice within a calendar year. Subleasing is prohibited. Lots may be leased only in their entirety and no fraction or portion thereof shall be leased. Lots may be leased and used for single-family occupancy only. No bed and breakfast facility may be operated on any Lot. No transient tenants, licensees or similar occupants shall occupy a Dwelling or Lot. Advertising or leasing a Lot or Dwelling, or any portion thereof, as a hotel, motel, transient or temporary housing, or vacation rental, including via VRBO or Airbnb, is prohibited. Any owner who has violated any of the foregoing leasing restrictions shall not be permitted to lease their Lot or Dwelling while in violation and for a period of six months after the violation has been corrected. The Board of Directors may adopt rules and regulations with respect to leasing and registration of occupants.

SECTION 11.18 Limitations on Occupancy. No Lot or Dwelling shall be occupied at any time by a “sexual offender” or “sexual predator” (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered by the State of Florida).

ARTICLE XII TERM AND ENFORCEMENT

SECTION 12.1 Enforcement. Subject to the provisions of this Declaration and applicable Law, the Association or any Owner shall have the right (but not the obligation) to enforce the terms of this Declaration and any amendment thereto. Failure by the Association or any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. All of the terms of this Declaration shall be valid and binding upon all Owners regardless of whether this Declaration is referenced in the Owner’s deed. Violators of any one or more of the terms hereof may be restrained by any court of competent jurisdiction and damages awarded against such violators. The prevailing party in any litigation involving or relating to this Declaration or the Governing Documents shall be entitled to recover from the non-prevailing party all attorney’s fees, paralegal fees, management fees, costs, and expenses incurred, including, but not limited to, all attorney’s fees for all pretrial, trial, and appellate proceedings.

SECTION 12.2 Fines. The Association may impose fines against any Owner, tenant, occupant, guest, or invitee, for any violation of the provisions of the Governing Documents. Such fines shall comply with the requirements of Florida Law, as amended from time to time. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed one hundred dollars (\$100) per day, per violation, for a period of up to ten (10) days. The maximum aggregate amount of such fines for continuing violations shall be one thousand dollars (\$1,000.00). The foregoing limitation does not exclude or limit the Association's ability to recover costs of enforcement, costs of fine collection actions, interest, late charges, attorneys' fees or other damages of any kind.

SECTION 12.3 Right of Remediation. In addition to any enforcement rights otherwise available to the Association, the Association shall have the right to enforce any provision of this Declaration by directly taking action necessary to cure or remove a breach of this Declaration, including without limitation, removal, repair or replacement of any sign, landscaping or other Improvement on any portion of the Property; in such event, the Association shall be entitled to recover the costs incurred by the Association in connection with such cure. Pursuant to such cure/removal right of the Association, the Association or its authorized agents may, upon reasonable written notice (or immediately, for willful and recurrent violations, when written notice has previously been given), enter any Lot in which a violation exists and may correct such violation at the expense of the Owner of such Lot, and the Association and its agents are hereby granted an easement for such purpose. Such expenses, and such fines as may be imposed pursuant to this Declaration, the Bylaws, or Association Rules, shall be assessed as a Specific Assessment against such owner's Lot, secured by a Lien upon such Lot, enforceable in accordance with the provisions of this Declaration. All remedies available at law or equity shall be available in the event of any breach of any provision of this Section by any Owner, tenant or other person.

SECTION 12.4 Term. The terms of this Declaration shall run with and bind the land for thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for so long as the Lots shall continue to be used for residential purposes. Provided, however, no termination shall void the duty of the Association to maintain the Surface Water Management System if it is mandated to do so by the terms of the District Permit, unless specifically allowed by the Water Management District. Further, no such termination shall have the effect of terminating any easements herein provided or reserved.

SECTION 12.5 Amendment. The Declaration may be amended at any time, and from time to time, by the affirmative vote of the Owners of at least a majority of the Lots at a duly called meeting of the members. Notwithstanding the foregoing, any amendment to the Declaration which alters any provision relating to the Surface Water Management System beyond maintenance in its original condition must have the prior approval of the Water Management District. Any such amendment shall be recorded with the County and shall take effect immediately upon recordation.

ARTICLE XIII GENERAL PROVISIONS

SECTION 13.1 Severability. Judicial invalidation of any part of this Declaration shall not affect the validity of any other provisions.

SECTION 13.2 Construction. The Article and Section headings have been inserted for convenience only and shall not be considered in resolving questions of interpretation or construction. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, as the context or sense requires. In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws.

SECTION 10.3 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail, postage prepaid; if to an Owner, addressed to that Owner at the address of the Owner's Lot. If notice is sent by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid. If personally delivered, notice shall be effective on receipt. Any application for approval, plans, specifications and any other communication or documents shall not be deemed to have been submitted to the Architectural Review Board, unless actually received by said the Architectural Review Board. Any vote, election, consent or approval of any nature by the Owners may, in the discretion of the Board and in lieu of a meeting of the Owners, as applicable, be held by a mail-in or electronic ballot process pursuant to such reasonable rules as the Board may specify.

SECTION 13.4 Communication. All communication from Owners to the Board, or any officer of the Association shall be in writing in order to be deemed effective.

SECTION 13.5 Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best consummate the general plan of development for the Project.

SECTION 13.6 Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida and the County in which the Project is located.

SECTION 13.7 Disclaimers and Releases. By acceptance of a deed to a Unit, each Owner, for itself and all persons claiming under such Owner, shall conclusively be deemed to have acknowledged and agreed to fully and unconditionally release Declarant and the Association, and their respective directors, officers, managers, members, agents, employees, suppliers and contractors, and their successors and assigns, from any and all loss, damage or liability (including, but not limited to, any claim for nuisance or health hazards) related to or arising in connection with any disturbance, inconvenience, injury, or damage resulting from or pertaining to all and/or any one or more of the conditions, activities, occurrences described herein.

SECTION 13.8 Documents Incorporated. The documents recorded in public records concerning and relating to the Association are all incorporated herein by reference, along with the following exhibits that are attached hereto:

Exhibit "A" - Legal Description

Exhibit "B" - Articles of Incorporation of Association

Exhibit "C" – Bylaws of Association

**ARTICLES OF INCORPORATION OF WESTSHORE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.**

FILED

2024 APR 19 P 4: 11

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I

CORPORATE NAME

The name of the Corporation shall be WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., hereinafter called the "Association." The principal business address and mailing address of the Association shall be 2506 S. MacDill Ave., Suite A, Tampa, Florida 33629.

ARTICLE II

DURATION

The duration of the Association shall be perpetual.

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions as those set forth in the Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes (the "Declaration") to be recorded in the Public Records of Hillsborough County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE V

PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and

provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Association is formed, and the powers that may be exercised by the Board of Directors of the Association, are:

- (a) To own, operate, maintain, preserve or replace, and to provide architectural control over, the Units and Common Area, located on that certain parcel of real property situate in Hillsborough County, Florida, known as Westshore Townhomes and described in Exhibit "A" to the Declaration and to those Units and Common Area that may be annexed to the Property from time to time pursuant to the Declaration; and
- (b) To operate and maintain the Surface Water Management System Facilities; and
- (c) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and
- (d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of a majority of the Members to such dedication, sale or transfer, in writing or by vote at a duly called meeting of the Association, or without the prior written consent of Declarant so long as Declarant owns at least one (1) Unit; and
- (e) To establish, levy, collect, and enforce payment of, all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association, and to use the proceeds thereof in the exercise of its powers and duties; and
- (f) To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and
- (g) To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and
- (h) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and
- (i) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

- (j) To grant easements on or through the Common Area; and
- (k) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and
- (l) To promulgate , or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and
- (m) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, trash removal and other utilities or services; and
- (n) To purchase insurance as set forth in the Declaration; and,
- (o) To approve or disapprove the leasing, transfer, ownership, or possession of any unit, as may be provided by the Declaration; and
- (p) To employ personnel to perform the services required for the proper operation of the Association; and
- (q) To levy fines for violations of the rules and regulations in an amount not to exceed \$100 per violation (\$1,000 in the aggregate for a continuing violation) and to suspend an Owner's right to use the Common Area for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and
- (r) To sue and be sued; and
- (s) To take any other action necessary for the purposes for which the Association is organized.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. NUMBER AND QUALIFICATIONS. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be

less than three (3) Directors. Directors need not be Members of the Association nor residents of the Units.

B. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

C. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. TERM OF INITIAL DIRECTORS. The Declarant shall appoint the members of the first Board of Directors and their replacements, who shall hold office for the periods described in the Bylaws.

E. INITIAL DIRECTORS. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

| <u>Name</u> | <u>Address</u> |
|------------------|--|
| JEFF CRAFT | 2506 S. MacDill Avenue, Suite A Tampa, FL 33629 |
| JAMES F. LANDERS | 2506 S. MacDill Avenue, Suite A Tampa, FL 33629 |
| ALAN HUDSON | 2506 S. MacDill Avenue, Suite A Tampa, FL 33629 |

ARTICLE VII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its officers or Directors are officers or directors shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof that authorized the contract or transaction, or solely because such Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted

in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorized the contract or transaction.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting of the Members and shall serve at the pleasure of the Board of Directors.

The Bylaws may provide for the removal of officers, for the filling of vacancies and for the duties of the officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

| | |
|-------------------------|------------------|
| President | JEFF CRAFT |
| Vice President | ALAN HUDSON |
| Secretary and Treasurer | JAMES F. LANDERS |

ARTICLE IX

MEMBERSHIP

Every person or entity who is a record title owner of any Unit shall be a Member of the Association. Any person or entity who holds an interest in any Unit merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association is appurtenant to a Unit and cannot be conveyed other than by conveyance of fee simple title to the Unit.

ARTICLE X

AMENDMENT

Amendments to these Articles shall be made in the following manner:

A. PROPOSAL. Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. ADOPTION. The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all the Members.

C. **LIMITATION.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIII of these Articles, without the approval in writing of all Members and the joinder of all record owners of mortgages on Units. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment to this Paragraph C of Article X shall be effective.

D. **DECLARANT'S AMENDMENT.** The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

E. **RECORDING.** A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator of the Association is:

Andrew J. Mayts, Jr. 106 S. Tampania Avenue, Suite 200
Tampa, Florida 33609

ARTICLE XIII

INDEMNIFICATION

A. **INDEMNITY.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or

not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. EXPENSES. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys, fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XIII.

D. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

E. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. AMENDMENT. Notwithstanding anything herein to the contrary, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV

DISSOLUTION

The Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that, so long as Declarant owns at least one (1) Unit, Declarant's written consent to the dissolution of the Association must first be obtained. Prior to the dissolution of the Association, the responsibility for the operation and maintenance of the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if said conveyance or dedication is not accepted, then said facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XV.

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is: 106 S. Tampania Avenue, Suite 200, Tampa, FL 33609, and the name of the initial registered agent of the Association at said address is: Andrew J. Mayts, Jr., Esquire.

ARTICLE XVI

HUD/VA PROVISIONS

So long as Declarant is in control of the Association, annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dissolution and amendment of the Articles requires prior approval of the Department of Housing and Urban Development (HUD) and the Veterans Administration (VA).

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 16 day of April, 2004


ANDREW J. MAYTS, JR., Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

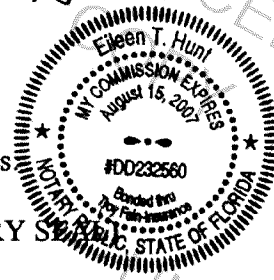
The foregoing instrument was acknowledged before me this 16th day of April 2004, by ANDREW J. MAYTS, who is personally known to me or who has produced _____ as identification.

Eileen T. Hunt

Printed Name:
Notary Public
Serial Number (if any):

My Commission Expires

(NOTARY PUBLIC, STATE OF FLORIDA)



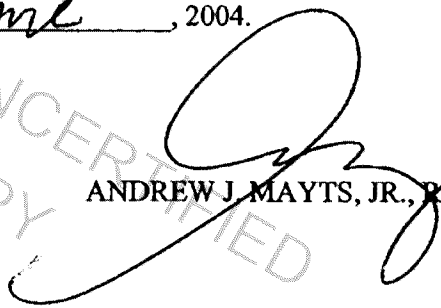
**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named ANDREW J. MAYTS, JR., whose address is 106 S. Tampania Avenue, Suite 200, Tampa, FL 33609, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 16 day of April, 2004.



ANDREW J. MAYTS, JR., Registered Agent

FILED
2004 APR 19 P 4: 11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**BYLAWS OF WESTSHORE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE 1

NAME, PURPOSE AND LOCATION

SECTION 1.1 Name. The name of the corporation is WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). The Association is a not-for-profit corporation organized and existing under the "Florida Not-For-Profit Corporation Act," Chapter 617 of the Florida Statutes.

SECTION 1.2 Purposes. The Association has been incorporated for the purposes set forth in the Articles of Incorporation of WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., including, but not limited to, the general purposes of administering, managing, operating, maintaining and preserving a residential community known as WESTSHORE TOWNHOMES situate in Hillsborough County, Florida, and governed by that certain Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes as recorded in the Public Records of Hillsborough County, Florida, and as may be amended from time to time.

SECTION 1.3 Location of Principal Office. The principal office of the Association shall be located at 2506 S. MacDill Avenue, Suite A, Tampa, Florida 33629, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 2.1 Definitions. For ease of reference, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The terms used in these Bylaws shall have the same definition and meaning as those set forth in the Declaration of Restrictions, Covenants, Easements and Conditions of Westshore Townhomes to be recorded in the Public Records of Hillsborough County, Florida (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III

MEMBERSHIP AND VOTING

SECTION 3.1 Membership. The Members of the Association shall consist of all of the record Owners of the Units from time to time. Any transfer of ownership of a Unit shall terminate an Owner's membership in the Association. Membership in the Association is appurtenant to a Unit and cannot be conveyed other than by conveyance of the fee simple title to the Unit.



SECTION 3.2 Voting. Each Unit shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any Unit is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section 3.2. In no event shall more than one vote be cast with respect to any one Unit. Except as otherwise provided in this Article VI, each Member who is designated and entitled to cast the vote for any Unit shall be named in a voting certificate signed by all owners of such Unit and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such Unit is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If the Unit is owned jointly by a husband and wife, the provisions of Section 3.2(d) shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of a title to, the Unit to which the voting certificate pertains.

Voting rights shall be established as follows:

(1) In the event an owner is one person, that person's right to vote shall be established by the recorded title to the Unit at issue.

(2) In the event a Unit is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their Unit.

(3) In the event a Unit is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a Unit, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the subject Unit. The voting certificate for such Unit shall be signed by any duly authorized partner or officer of the entity.

(4) Notwithstanding anything to the contrary contained in these Bylaws, in the event a unit is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Unit:

(i) The husband and wife may, but shall not be required to, designate one of them as the voting member;

(ii) In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Unit, and if both persons are present at any regular or special meeting of the Members and are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and

(iii) In the event the husband and wife do not designate one of them as the person entitled to cast the vote appurtenant to their Unit, and only one of them is present at any meeting, the member present may cast the vote to which their Unit is entitled, without establishing the concurrence of the absent member.

SECTION 3.3 Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Unit, each Member who is designated to vote on behalf of such Unit.

SECTION 3.4 Quorum. The presence of designated voting Members holding thirty percent (30%) of all of the votes eligible to be cast by the Members, either in person or by proxy, shall be necessary to constitute a quorum at any meeting of Members. A majority vote of the Members present either in person or by proxy at any meeting of the Association when a quorum is present shall decide any matter to be determined by the Association, unless otherwise provided by the Articles, Bylaws or Declaration, in which event the voting percentage required by such other provision shall control. In the event less than a quorum is present at any annual or special meeting of the Members, the President may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. Notwithstanding anything to the contrary contained in these Bylaws, notice of adjourned meetings shall be given to the Members as shall be determined by the President.

SECTION 3.5 Proxies. Any member of the Association who is entitled to cast the vote for a Unit may, by written proxy, authorize another person to vote on behalf of such Unit. Any such written proxy must be dated and shall specify the date, time, and place of the meeting to which it pertains. The Board of Directors may, in its discretion, prescribe a form for written proxies. A proxy shall be valid only for the purpose and meeting for which it is given as specified therein, and any adjournment of such meeting. Any proxy must be filed with the Secretary before the appointed time of the particular meeting for which the proxy is given in order for the proxy to be effective. A proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy.

SECTION 3.6 Secret Ballot. At any time prior to a vote upon any matter at any meeting of Members, any member may require that a vote be made by secret written ballot. If secret written ballots are used, the Chairman of the meeting shall call for nominations and the election of three (3) inspectors of elections to collect and tally such ballots. Such inspectors of elections shall be nominated by a Member or Members and chosen by a majority vote of the membership.

SECTION 3.7 Annual Meeting. The annual meeting of the Members of the Association shall be held on the first Tuesday in October of each year, or on such other date as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any other business that may be transacted by the Members; provided, however, that, if that day is a legal holiday, the annual meeting shall be held on the next secular day. The annual meeting shall be held at a time and place within Hillsborough County, Florida, as the Board of Directors shall designate.

SECTION 3.8 Special Meetings. Special meetings of the Members of the Association may be called at any time by the President, and shall be called by the President upon the written request of a majority of the Board of Directors or upon the written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes eligible to be cast by the Members. Special meetings of Members shall be held on such date, and at such time and place in Hillsborough County, Florida, as the Board of Directors shall designate. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

SECTION 3.9 Notice of Meetings. A written notice of the date, time, place and purpose of all annual and special meetings of Members shall be given to each Member, either personally or by mail at the Member's last known address as it appears on the books and records of the Association. Any such notice shall be given to the Members not less than fifteen (15) and not more than forty (40) days before the meeting to which the notice pertains. If notice is given by mail, it shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. In the event any Member desires that notice be mailed to an address other than the address that appears on the books and records of the Association, such member shall file a written request with the Secretary that notices intended for that Member be mailed to some other address, in which case notices shall be mailed to the address designated in such request. Additionally, the Secretary of the Association shall cause one or more copies of any such written notice to be posted in a conspicuous place or places on the Property at least fifteen (15) days prior to the meeting for which the notice is given. Notice of a special meeting must include a description of the purpose(s) for which the meeting is called.

SECTION 3.10 Waiver of Notice. Notwithstanding anything to the contrary contained in the Articles, the Declaration or these Bylaws, notice of any regular or special meeting of Members may be waived by any Member before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's receipt of notice of such meeting.

SECTION 3.11 Adjourned Meeting. If any proposed meeting cannot be held because a quorum is not present, the Members who are present, in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

SECTION 3.12 Action Without a Meeting. The Members entitled to vote may, with the approval of the Board of Directors, act by written agreement in lieu of any regular or special meeting of the Members; provided, however, that written notice of the specific matter or matters to be determined is given to all Members as set forth in Section 3.9 of these Bylaws, and such notice includes a time period during which a response must be made by the Members entitled to vote.

SECTION 3.13 Action Without a Vote. Whenever the vote of the Members is required or permitted by any provision of the Articles, Declaration or these Bylaws to be taken at any meeting of Members, the vote of the Members may be dispensed with if not less than the required percentage of Members to vote upon the action consent in writing to such action being taken; provided, however, that notice of such action shall be given to all Members unless all Members entitled to vote shall approve such action.

SECTION 3.14 Minutes of Meetings. The minutes of all meetings of Owners shall be kept in a book available for inspection by Owners, or their authorized representatives, and by Directors at reasonable times.

ARTICLE IV
BOARD OF DIRECTORS

SECTION 4.1 Number, Term and Qualifications of Directors. The business and affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons. Directors need not be owners and one of the Directors shall be elected to serve as the President of the Association; provided, however, that until Declarant transfers control of the Association to the Owners as provided in Article 5 of the Declaration, all Directors shall be elected by Declarant unless Declarant, in its sole discretion, consents to the election of one or more Directors by Members prior to such transfer of control. Directors elected by Declarant may not be removed by Members other than Declarant. Each Director shall serve on the Board of Directors until the next Annual Meeting, and until his successor is duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws.

SECTION 4.2 Nomination and Election of Directors. Until such time as Declarant transfers control of the Association to the owners as provided in Article 5 of the Declaration, Declarant may, in Declarant's sole discretion, elect and remove Directors at any time. When the Members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

(1) Nominations shall be made by Members at each annual meeting of Members. Nominations may also be made by a Member's submitting a nomination in writing to the Secretary of the Association prior to the date of the annual meeting of Members. Thereafter, all nominations shall be submitted to a nominating committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members. The nominating committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of Members to serve until the close of that annual meeting.

(2) The Directors who shall serve on the Board of Directors shall be elected by a majority of votes cast at the annual meeting of Members, provided a quorum of the Members entitled to vote is present, either in person or by proxy. One vote per Unit may be cast with respect to each vacancy on the Board of Directors. The nominees receiving the largest number of votes shall be elected Directors. There shall be no cumulative voting.

SECTION 4.3 Organizational Meeting. Within ten (10) days after each annual election of the Board of Directors, the newly elected Directors shall meet for the purpose of organization, the election of officers, and the conduct of other business that may be transacted by the Board of Directors. The organizational meeting shall be held on such date and at such time and place as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided all Directors are present at the meeting at which they were elected. In the event all Directors are not present, notice of the organizational meeting shall be given as provided in Section 4.9 of this Article IV.

SECTION 4.4 Resignations. Any Director may resign from his service on the Board of Directors at any time by giving written notice of such resignation to the Board of Directors. Such

resignation shall take effect upon receipt thereof by the President or Secretary of the Association or at any later time as may be specified in the notice.

SECTION 4.5 Removal. Any Director may be removed from his service on the Board of Directors for any nonfeasance, malfeasance, misfeasance or conduct detrimental to the best interests of the Association, by the affirmative vote of a majority of the Members at a special meeting of Members called for that purpose, and a successor Director shall, at such meeting, be elected to fill the vacancy thus created. In the event the Members fail to elect a successor Director, then the Board of Directors may fill the vacancy as provided in Section 4.6 of this Article IV. Notwithstanding anything contained herein to the contrary, until a majority of the Directors are elected by the Members other than the Declarant, neither the first Directors of the Association nor any Directors replacing them, nor any other Directors named by the Declarant, shall be subject to removal by Members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without a meeting.

SECTION 4.6 Vacancies. In the event the office of any Director becomes vacant by reason of death, resignation, disqualification or otherwise, or in the event, a majority of the Members fail to replace a removed Director, a majority of the remaining Directors, although less than a quorum, shall choose a successor Director to fill such vacancy. Any successor Director shall serve on the Board of Directors for the balance of the unexpired term of the office he was chosen to fill. The Board of Directors may elect successor Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

SECTION 4.7 Regular Meetings. The Board of Directors shall, at each organizational meeting, establish a schedule of regular meetings to be held during the period of time between such organizational meeting and the next annual meeting of Members. All meetings of the Board of Directors other than those established as regular meetings shall be special meetings.

SECTION 4.8 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any Director.

SECTION 4.9 Notice of Meetings. Except as otherwise provided in these Bylaws, or in the event of an emergency, notice of the date, time and place of meetings of the Board of Directors, or adjournments thereof, shall be given to each Director by personal delivery or by ordinary mail at a Director's usual place of business or residence, not less than seven (7) days prior to the date of such meeting. If mailed, such notice shall be deemed delivered when deposited in a mail receptacle maintained by the United States Postal Service. The notice for any special meeting of the Board of Directors shall state the purpose of such special meeting; provided, however, that if all Directors are present at any special meeting, notice of a specific purpose shall be deemed waived and any business may be transacted by the Board of Directors at such special meeting. Except as otherwise provided in Chapter 720 of the Florida statutes, meetings of the Board of Directors shall be open to all owners and notice of such meeting shall be posted conspicuously on the Property at least forty-eight (4-8) hours in advance for the attention of the Members, except in the event of an emergency, provided that Owners shall not be permitted to participate in, and need not be recognized at, any such meeting. Notwithstanding anything contained herein to the contrary, an Assessment may not be levied at a meeting of the Board of Directors unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments.

SECTION 4.10 Waiver of Notice. A director may waive notice of any meeting of the Board of Directors for which notice is required to be given pursuant to the terms and provisions of these Bylaws by signing a written Waiver of Notice before, during or after any such meeting of the Board of Directors. Attendance by any Director at any regular or special meeting of the Board of Directors shall be deemed to constitute that Director's waiver of notice of such meeting.

SECTION 4.11 Chairman. The President shall preside as Chairman at all regular and special meetings of the Board of Directors. In the President's absence, the Directors present at any such meeting shall choose a Chairman. to preside at the meeting.

SECTION 4.12 Quorum. A quorum of the Board of Directors shall consist of a majority of the total number of Directors serving on the Board of Directors. In the event less than a quorum is present at any meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting from time to time until a quorum is present. Any business which might, have been transacted at any meeting of the Board of Directors as originally called may be transacted at any adjourned meeting thereof.

SECTION 4.13 Voting. Each Director is entitled to cast one vote on any matters of business properly before the Board of Directors at any regular or special meeting of the Board of Directors. Each and every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that secret ballots may be used in the election of officers.

SECTION 4.14 Action Without Meeting. The Board of Directors may act without a meeting if a consent in writing setting forth the action so taken is signed by all of the Directors and is filed with the minutes of the meetings of the Board of Directors. Such consent shall have the same effect as a unanimous vote of the Board of Directors and a resolution thereof.

SECTION 4.15 Telephone Meeting. Any Director may participate in any meeting of the Board of Directors by means of conference telephone or any similar means of communication by which all Directors participating can hear each other at the same time. Such participation by any Director shall constitute that Director's presence in person at any meeting.

SECTION 4.16 Minutes of Meetings. The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director to record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. A vote or abstention from voting on each matter voted upon for each Director present at a meeting of the Board of Directors must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be made available to any Director, officer or Member of the Association at the office of the Association during reasonable times and upon reasonable notice by the person requesting to inspect them.

SECTION 4.17 Compensation and Expenses. No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the

Association may reimburse any Director for actual expenses incurred in the performance of his duties, and contract with a Director for the rendition of unusual or exceptional services to the Association and compensate him in an amount that is appropriate in light of the value of such services.

SECTION 4.18 Powers and Duties. The Board of Directors shall have all powers and duties reasonably necessary to administer, manage, operate, preserve and maintain the Association and the Property as set forth in the Articles, Declaration and Bylaws and granted by law to directors. Such powers shall include, but not be limited to the following:

- (1) Operating and maintaining the common Area;
- (2) Determining the expenses required for the operation of the Association;
- (3) Levying Assessments on, and collecting them from, Owners;
- (4) Levying fines on, and collecting them from, Owners;
- (5) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Area;
- (6) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and the Common Area (as defined in the "Declaration");
- (7) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore;
- (8) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee;
- (9) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee;
- (10) Selling, leasing, renting, mortgaging or otherwise dealing with units acquired, and subleasing Units leased, by the Association, or its designee;
- (11) organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property;
- (12) Obtaining and reviewing insurance for the Common Area;
- (13) Making repairs, additions and improvements to, or alterations of the Common Area, and repairs to and restoration of the Common Area, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

(14) Enforcing obligations of the Owners and taking such other actions as shall be deemed necessary and proper for the sound management of the Association;

(15) Levying fines against appropriate Owners for violations of the rules and regulations established by the Association to govern the conduct of such Owners;

(16) Purchasing or leasing Units for use by resident superintendents and other similar persons;

(17) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Area, or the acquisition of property, and granting mortgages on, and/or security interests in, property owned by the Association; provided, however, that the consent of the Owners of at least a majority of the Units represented at a meeting at which a quorum is present in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of One Hundred Thousand Dollars (\$100,000.00); provided, however, that the Association shall take no action authorized in this paragraph without the prior written consent of Declarant so long as the Declarant owns at least one Unit.

(18) Contracting for the management and maintenance of the Property and authorizing a management agent (who may be an affiliate of Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Area, with such funds as shall be made available by the Association for such purposes.

The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, Articles and these Bylaws, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association;

(19) At its discretion, authorizing Owners or other persons to use portions of the Common Area, for private parties and gatherings and imposing reasonable charges for such private use;

(20) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in The Florida Not-For-Profit Corporation Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit;

(21) Suspending the right of any Owner to use the Common Area and as long as such Owner is delinquent in the payment of Assessments or is otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulation;

(22) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Units;

(23) Granting easements on or through the Common Area or any portion thereof; and

(24) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

ARTICLE V

OFFICERS

SECTION 5.1 Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by a majority vote of the Board of Directors at the organizational meeting of the Board of Directors.

SECTION 5.2 Appointive Officers. The Board of Directors may appoint Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers as the Board of Directors deems necessary to administer the business and affairs of the Association.

SECTION 5.3 Term and Qualifications of Officers. The President of the Association shall be elected from among the Directors serving on the Board of Directors. Officers other than the President shall be elected from among the Members. Each officer of the Association shall serve as an officer until his successor has been duly elected and qualified, or until he resigns, is disqualified or is removed from office as provided in these Bylaws. Officers are not required to be Owners or residents of the Units.

SECTION 5.4 Resignations. Any officer of the Association may resign from office at any time by giving written notice to the Board of Directors. Such resignation shall take effect upon receipt thereof by the Chairman of the Board of Directors or at any later time specified in the written notice; provided, however, that in the event of the President's resignation, such resignation shall take effect upon receipt thereof by any other Director.

SECTION 5.5 Removal. Any officer may be removed for or without cause from office at any time by the Board of Directors. Any officer who is to be removed from office shall be entitled to at least five (5) days, prior written notice of the meeting of the Board of Directors at which such removal shall be considered by the Board of Directors, and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

SECTION 5.6 Vacancies. In the event any office of the Association becomes vacant by reason of an officer's death, resignation, removal, disqualification or otherwise, the Board of Directors may elect an officer to fill such vacancy at any regular meeting of the Board of Directors or at a special meeting of the Board of Directors called for that purpose. Any officer so elected shall serve as an officer of the Association for the unexpired portion of the term of office he was elected to fill.

SECTION 5.7 President. The President of the Association shall be elected from among the members of the Board of Directors and shall continue to serve as a Director throughout his service as President of the Association. The President shall preside as Chairman at all meetings of Members and of the Board of Directors. The President shall be responsible for general supervision over the business and affairs of the Association, shall administer the enforcement of all resolutions, orders and policies of the Board of Directors, and shall perform such other duties and functions as may be delegated to him or required of him by the Board of Directors. The President shall sign, in the name of the Association, any and all contracts, mortgages, notes, deeds, leases and other written instruments authorized by the Board of Directors or Members as required by the Declaration, Articles or these Bylaws.

SECTION 5.8 Vice President. Unless otherwise provided in these Bylaws, the Vice President shall exercise all of the powers and perform all of the duties of the President in the event of the President's absence or inability or refusal to act. The Vice President shall also generally assist the President in the supervision of the business and affairs of the Association, and shall exercise such other powers and perform such other duties as may be delegated to him by the President or required of him by the Board of Directors.

SECTION 5.9 Secretary. The Secretary of the Association shall attend all annual and special meetings of the Members, and shall record the minutes of all such meetings. The Secretary shall be responsible for the preparation and maintenance of a ledger for the purpose of listing the assignees of parking spaces and the transfers thereof in accordance with the provisions of Article 11 of the Declaration; for the preparation and maintenance of a ledger containing the names and addresses of all Members; and for the preparation and maintenance of a ledger containing the names and addresses of all Members who have been designated to vote on behalf of any unit in accordance with the terms and provisions of Article III of these Bylaws. The Secretary shall, issue and distribute notices of all meetings of the Board of Directors and all meetings of Members when such notices are required by these Bylaws or the Declaration, and when requested by the Board of Directors or the President. The Secretary shall have charge and custody of the books and records of the Association, except those kept by the Treasurer. The Secretary shall have charge and custody of the corporate seal of the Association and shall, when duly authorized and directed by the President or by the Board of Directors, affix the seal to any and all instruments requiring it. The Secretary shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.

SECTION 5.10 Treasurer. The Treasurer shall have charge and custody of the Association's funds, securities and evidences of indebtedness and shall keep complete and accurate accounts of all receipts and disbursements by him on behalf of the Association. The Treasurer shall deposit all of the Association's funds in the depository and to the credit of the Association. The Treasurer shall disburse the funds of the Association as the Board of Directors may authorize in accordance with the terms and provisions of the Articles, Declaration and these Bylaws and shall make proper vouchers for each disbursement. The Treasurer shall be responsible for the preparation and maintenance of an assessments ledger, and for the issuance of certificates regarding the status of assessments with regard to any Unit, in accordance with Article 7 of the Declaration. The Treasurer shall account to the Board of Directors and the President whenever they may so require with respect to the transactions handled by the Treasurer on behalf of the Association and the

financial condition of the Association. The Treasurer shall perform such other duties as may be delegated to him by the President or as may be required of him by the Board of Directors.

SECTION 5.11 Other Officers. In the event the Board of Directors appoints other officers to serve the Association, such officers shall perform such duties and have such authority as may be determined by the Board of Directors. Any Assistant Vice President, Assistant Secretary or Assistant Treasurer shall perform the duties of the Vice President, Secretary and Treasurer, respectively, when such officers are absent or when they are not able or refuse to act.

SECTION 5.12 Compensation and Expenses. Officers shall not receive any compensation for their service as officers of the Association. The Board of Directors may, in its discretion, reimburse any officer for actual expenses incurred in the performance of that officer's duties, and contract with and compensate an officer for the rendition of unusual or exceptional services to the Association in an amount appropriate in light of the value of such services. The fact that any Director is an officer shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation.

ARTICLE VI

EXECUTIVE AND ADVISORY COMMITTEES

SECTION 6.1 Designation of Executive and Advisory Committees. The Board of Directors may, in its discretion, designate one or more executive or advisory committees for the purpose of effecting any of the business and affairs of the Association as may be authorized and delegated by the Board of Directors, or for the purpose of conducting studies and making reports to, and for consideration by, the Board of Directors with regard to any particular business matter or affair of the Association. Any such executive or advisory committee shall have a chairman and two or more committee members, who must be appointed by the Board of Directors, who need not be Members of the Association, and who may be Directors.

SECTION 6.2 Standing Committees. The standing committees of the Association shall be the Architectural Review Board and such other committees as the Board of Directors may establish to serve the best interests of the Association. The Architectural Review Board shall have the powers, duties and functions set forth in the Declaration.

SECTION 6.3 Committee Rules and Regulations. Each committee may adopt rules and regulations for its own government; provided, however, that such rules and regulations are not inconsistent with the terms of the resolution of the Board of Directors designating the committee, with these Bylaws or with the terms and provisions of the Articles and Declaration.

SECTION 6.4 Compensation and Expenses. The persons serving on any executive or advisory committee shall not receive any compensation for their services as committee members. The Board of Directors may, in its discretion, reimburse any such person for actual expenses incurred in the performance of his duties, and contract with and compensate any such person for the rendition of unusual or exceptional services to the Association in an amount that is appropriate in light of the value of the services. The fact that any Director is an officer of the Association or a member of any

executive or advisory committee shall not preclude that Director from voting in favor of such contract and compensation or from receiving such compensation. The Board of Directors may, in its discretion, authorize such committees to expend a specific amount of funds for a specific purpose, to the extent such funds and purpose are deemed necessary by the Board of Directors to enable the committee to fulfill its duties to the Association and to the Board of Directors. The Board of Directors may reimburse, in whole or in part, any committee for funds expended by the committee, when such funds were necessary for the committee's exercise of its authorized duties.

SECTION 6.5 Notice of Meetings. Notice of all committee meetings must be given in the same manner as that provided for meetings of the Board of Directors as set forth in Section 4.9 hereof.

ARTICLE VII

FINANCE

SECTION 7.1 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

SECTION 7.2 Depositories. The depository of the Association shall be any such bank or savings and loan association as the Board of Directors shall from time to time designate. All funds, securities and evidences of indebtedness shall be deposited with such depository in the name of the Association. Withdrawal of funds from any such, depository shall be only on checks signed by officers or other persons authorized by the Board of Directors to be signatories with respect to any such account and upon resolution of the Board of Directors.

SECTION 7.3 Assessments, Application of Payments and Commingling of Funds. The Board of Directors shall prepare an Annual Operating Budget and shall establish annual and special assessments in accordance with the terms and provisions of the Declaration. The obligation for the payment of all assessments shall be governed by the terms and provisions of the Declaration. All Assessments collected by the Association may be kept in one or more accounts as shall be determined by the Board of Directors. The making and collection of Assessments shall be administered according to the terms and provisions of the Articles, the Declaration or these Bylaws in such manner and amounts as the Board of Directors shall determine. All Assessments by the Association shall be secured by a continuing lien upon the Unit against which the Assessment is made. Any Assessments that are not paid when due shall be delinquent. In addition to those remedies granted in the Declaration, in the event of nonpayment of Assessments when due, the Association may bring an action at law against the Owner who is personally obligated to pay the Assessment, and/or foreclose the lien on the Unit against which the Assessment was made. The owner shall be liable for all interest, costs, late charges and reasonable attorneys' fees incurred by the Association in connection with collection, all of which shall be added to the amount of such Assessment. No owner may waive or otherwise avoid liability for Assessments provided for herein by non-use of the Common Area or by abandonment of his Unit.

SECTION 7.4 Financial Reports. The Association shall, within sixty (60) days after the close of the fiscal year, prepare an annual financial report in accordance with the requirements of

Chapter 720 of the Florida Statutes. Within ten (10) days after the completion of such a financial report, the Association shall provide each member with a copy of the annual financial report or with written notice that a copy of the financial report is available upon request at no charge to the member.

ARTICLE VIII

AMENDMENTS

SECTION 8.1 Amendment. These Bylaws may be amended by a vote of not less than a majority of the Members entitled to vote in person or by proxy at any annual or special meeting of Members at which a quorum is present; provided, however, that a full statement of the proposed amendment is set forth in the notice of such meeting; that so long as Declarant owns at least one Unit, Declarant's written consent to any amendment must first be obtained; and that no amendment shall conflict with the terms and provisions of the- Articles or Declaration. Notwithstanding anything to the contrary contained in these Bylaws, no amendment shall affect or impair the rights of any Institutional Mortgagee that owns and holds a mortgage on any portion of the Property, without the prior written consent of such Institutional Mortgagee. So long as Declarant is in control of the Association, the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") has the right to veto amendments to these Bylaws.

ARTICLE IX

DISSOLUTION

SECTION 9.1 Dissolution. The Association may be dissolved by a vote of eighty percent (80%) of the Members entitled to vote at any regular or special meeting; provided, however, that the proposed dissolution is specifically set forth in the notice of any such meeting, and that so long as Declarant owns at least one Unit, Declarant's prior written consent to the dissolution of the Association must be obtained. Prior to the dissolution of the Association, the responsibility for the operation and maintenance of the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if said conveyance or dedication is not accepted, then said facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE X

RULES AND REGULATIONS

SECTION 10.1 Rules and Regulations. Declarant may, until Declarant transfers control of the Association to the Owners, establish rules and regulations for the use and occupancy of the Property in accordance with the terms and provisions of the Declaration.

ARTICLE XI
OFFICIAL RECORDS

SECTION 11.1 Maintenance. The Association shall maintain those official records required to be maintained by the Association by Chapter 720 of the Florida statutes in accordance with the requirements set forth therein.

SECTION 11.2 Inspection. The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may adopt and amend rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the Association's actual costs of providing copies of the official records, including, without limitation, the costs of copying.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1 Captions and Headings. The captions and headings pertaining to the articles and sections of these Bylaws are solely for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these Bylaws.

SECTION 12.2 Severability. In the event any of the terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these Bylaws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these Bylaws.

SECTION 12.3 Number and Gender. Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

SECTION 12.4 Conflicting Provisions. In the event there is any conflict between the Articles and these Bylaws, the terms and provisions of the Articles shall control, and in the event there is any conflict between the Declaration and these Bylaws, the terms and provisions of the Declaration shall control.

SECTION 12.5 Governing Law. The terms and provisions contained in these Bylaws shall be construed in accordance with and governed by the laws of the State Of Florida.

IN WITNESS WHEREOF, the undersigned Directors of WESTSHORE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC., have executed these Bylaws this _____ day of
_____, 2004.

JEFF CRAFT, DIRECTOR

JAMES F. LANDERS, DIRECTOR

ALAN HUDSON, DIRECTOR