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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HARBOUR LANDINGS ESTATES

ACCEPTED IN OPEN SESSION MAR 24 1998  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARBOUR LANDINGS ESTATES (the "Declaration") is made on March 6, 1998 by Krizmanich Manatee Holdings, Inc., a Florida corporation (the "Developer") and joined in by HARBOUR LANDINGS ESTATES ASSOCIATION, INC. (the "Association").

WITNESSETH:

WHEREAS, Developer is the owner of certain lots within Harbour Landings Estates, a subdivision in Manatee County, Florida, described in Article 2, and desires to develop a planned residential development; and

WHEREAS, Developer deems it desirable to make provision for the preservation of values and amenities in Harbour Landings Estates, and to create an entity for the administration and enforcement of this Declaration; and

WHEREAS, Developer has caused the Association to be incorporated under the laws of Florida as a non-profit corporation for such purpose;

WHEREAS, the Developer, as present owner of the property described herein, desires to subject the property owned by it to this Declaration.

NOW, THEREFORE, Developer declares that the real property described herein is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, restrictions, conditions, easements, charges and liens:

Article 1. Name: The name by which this planned residential development shall be known and identified is: HARBOUR LANDINGS ESTATES, hereinafter sometimes called the "Development".

Article 2. The Property.

2.01 Existing Property. The existing property subject to this Declaration is comprised of:

(a) Fee Lands. Those lands described on Exhibit A, attached hereto as a part hereof, other than those lands described and depicted as easements.

(b) Holdings. A listing of the additional holdings of Harbour Landings Estates is attached hereto as Exhibit "B".

(c) Basin Easement. A perpetual non-exclusive waterway easement for navigation, ingress and egress by boat, over and across the property described on Exhibit A and designated as the "Basin Easement", to the extent same is not included in the lands described in Section 2.01(a). It is acknowledged that Harbour Landings Estates lot owners will participate in cross-easements with other associations to be

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formed within the overall Harbour Landings Estates property and such a sharing of the boat basin may result in a sharing of the maintenance costs concerning the boat basin.

(d) Boat Slips and Docks. Boat slips and docks within the development are subject to this Declaration.

(e) Master Association. Based on the anticipated development of the adjoining Harbour Landings property, there may be a master association and Harbour Landings Estates and its constituents are to be members in the master association.

(f) Conservation Easement. The Developer and the Association have granted a Conservation Easement to Manatee County, Florida, a copy of which is attached as Exhibit "C". Manatee County, Florida also has a right of entry to the property, a copy of which is attached as Exhibit "D".

2.02 Reservation. The fee lands described in Section 2.01 are subject to all easements of record, including but not limited to those reflected on Exhibit A, as well as those easements provided or reserved herein. That part of the fee lands described in Section 2.01(a) reflected on the plat as lying outside the seawall bordering the upland portion of the development is part of the Harbour Basin as defined herein, and is submitted subject to ingress and egress by boat and for maneuvering of boats over all parts thereof not improved with docks, piers or pilings.

The Basin Easement described in Section 2.01(b) is submitted subject to the reserved rights of others having an interest to use such for navigation, ingress and egress by boat and for boat maneuvering, as well as the right of others to improve the Basin Easement by the construction or reconstruction of docks, piers, pilings and boat slips, which improvements shall be for the exclusive use of others, and not by the owners of lots in Harbour Landings Estates. As referenced in 2.01(b), Harbour Landings Estates will participate in cross-easements with other associations to be formed within the overall Harbour Landings Estates property and that such a sharing of the boat basin may result in a sharing of the maintenance costs concerning the boat basin.

The reservation hereunder is in favor of the Developer, its successors and assigns, and the owners of lands underlying the Basin Easement and property adjacent thereto, their successors and assigns.

2.03 Appurtenance. The easement described in Section 2.01(b) shall be appurtenant to the fee lands described in Section 2.01. The easements reserved in Section 2.01(b) shall be appurtenant to lands adjacent thereto or to lands to which nonexclusive easement rights therein may be granted.



2.04 Other Appurtenances. Such other easements, use rights, licenses and servitudes as may now or later be provided as part of the development shall also be subject to this Declaration.

2.05 Designation. All lands, easements and appurtenances, and the rights herein described, shall be subject to this Declaration.

Article 3. Definitions: The terms used in this Declaration, its Amendments and Exhibits, shall have the following meanings, unless the context of such term shall otherwise require. All references to recordation of documents, instruments, drawings, plats and other similar materials shall, unless otherwise specifically stated, refer to recordation in the Manatee County, Florida Public Records.

3.01 Architectural Review: "Architectural Review" means the administrative process whereby a proposed improvement, landscaping, maintenance, repair, rebuilding, replacement, reconstruction, alteration or modification of a lot, including improvements thereon, are considered and approved/disapproved.

3.02 Architectural Review Board: "Architectural Review Board" means the committee of the Association that carries out the administrative process of Architectural Review of items subject to Architectural Review. The Architectural Review Board may sometimes be referred to as the "ARB."

3.03 Assessment: "Assessment" means a charge against a particular owner and his lot, made by the Association in accordance with this Declaration and secured by a lien against that lot. The following meaning shall be given to the following types of assessments:

(a) "Regular Assessment": The recurring periodic assessment for each lot's share of the budgeted common expense as reflected on the budget annually adopted.

(b) "Supplementary Assessment": Assessments in addition to the Regular Assessments necessary to pay common expenses, including without limitation, amounts covering non-recurring items of common expense, or amounts necessary to supplement Regular Assessments in order to defray common expenses of the budget.

(c) "Improvement Assessment": A charge against an owner or his lot representing the share of the cost to the Association for the alteration or improvement of the Association Property which may be approved in accordance with this Declaration from time to time. Improvement Assessments may also include costs of repair and reconstruction as provided in Article 13, or the cost of betterments not part of a Regular or Supplementary Assessment but approved in accordance with the Bylaws.

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(d) "Special Assessment": Any assessment other than the Regular Assessment.

3.04 Association: "Association" means HARBOUR LANDINGS ESTATES ASSOCIATION, INC., a non-profit corporation, and its successors and/or assigns.

3.05 Association Property: "Association Property" shall: (a) mean and refer to all real property and interests owned or granted to the Association, including easements, licenses and other servitudes, together with improvements located thereon or therein; and (b) include any personal property acquired by the Association if said property is designated for the improvement, maintenance, repair or replacement of the Association Property. All Association Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of Harbour Landings and their guests, subject to the provisions of this Declaration.

3.06 Board: "Board" means the Board of Directors of the Association.

3.07 Boat Slip: "Boat Slip" means a boat mooring area in that part of the Harbour Basin, bounded on one side by a Dock and, in some instances, on the opposite side by pilings placed in the water.

3.08 By-Laws: "By-Laws" means the By-Laws of the Association. A copy of the initial By-Laws are attached to this Declaration as Exhibit "E".

3.09 Common Expenses: "Common Expenses" shall mean and refer to the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of the Association Property, and all other areas of HARBOUR LANDINGS ESTATES which are required by this Declaration to be maintained by the Association.

(b) Obligations incurred by the Association in excess of revenues because assessments have not been paid.

(c) Maintenance of any landscaping, irrigation, lighting and signage located within the Association Property, the lake, wetlands and drainage ponds, drainage facilities and drainage easements or ditches adjoining or running through HARBOUR LANDINGS ESTATES, notwithstanding that all or part of the above may be located upon or within a lot. All maintenance shall conform with all requirements specified by Manatee County and/or the Florida Department of Environmental Protection.

(d) Expenses of administration and management of the Association.

(e) The cost of any insurance covering the Association Property or obtained by the Association.

(f) Reasonable reserves as deemed appropriate by the Board.

(g) Any amount paid by the Association for the discharge of any lien or encumbrance levied against the Association Property.

(h) All real estate taxes, assessments, personal property taxes or governmental levies or charges of any kind which are assessed or imposed upon the Association Property and all utility charges, including deposits, incurred in connection with the Association Property or the carrying out of other Association obligations hereunder, specifically including but not necessarily limited to electrical service charges to maintain signage lighting within HARBOUR LANDINGS ESTATES.

(i) The costs associated with Association compliance with the Integrated Pest Management Plan approved by Manatee County.

(j) The cost of any other item or items designated as a Common Expense, or reasonably or necessarily incurred by the Association in connection with the Association Property, this Declaration, the Articles of Incorporation of the Association or By-Laws and in furtherance of the purposes of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration.

3.10 Common Surplus: "Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues over the common expenses.

3.11 Declaration: "Declaration shall mean and refer to this document, together with all amendments and supplementary declarations. The term "Covenants" shall have the same meaning as "Declaration."

3.12 Dock: "Dock" means a pier of wood or other material extended into that part of the Harbour Basin forming a part of the Association property, bordered on one or both sides by one or more Boat Slips. A Dock is part of the Association property.

3.13 Harbour Basin: "Harbour Basin" means the boat basin, adjacent to the upland part of Harbour Landings, within the property described in Article 2, as depicted on Exhibit "A".

3.14 Improvements or Structures: "Improvements or Structures" shall mean and include dwellings, outbuildings, parking areas, driveways or sidewalks, storage areas, fences, walks, poles, signs, automatic irrigation systems, swimming pools, and all other structures of any kind located above or below the ground level of any lot or

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any replacements, additions, repairs or alterations thereto of any kind whatsoever.

3.15 Lot: "Lot" means a discrete lot or building parcel described in Article 2 of this Declaration which is either initially subject to this Declaration or hereafter made subject to this Declaration and is reflected on the recorded subdivision plat of Harbour Landings.

"Lot" shall not include any platted land that is Association Property except as set forth in this Declaration. Where one or more platted Lots may be reconfigured pursuant to this Declaration, the term "Lot" shall refer to the reconfigured parcel.

3.16 Permitted Improvements: "Permitted Improvements" means those dwellings, structures, decorative or functional installations and facilities and landscaping to a lot approved by the ARB after Architectural Review and, during the period of time that the Developer controls the Association, approved by the Developer.

3.17 Special Charges: "Special Charges" means any charge, other than an Assessment, against a particular owner and his lot, made by the Association pursuant to this Declaration and secured by a lien against such lot. Without limiting the items to which the term Special Charges may apply, the following meanings shall be given to the following specific types of Special Charges:

(a) "Compliance Charge" shall mean a Special Charge against a particular owner and his lot, directly attributable to the owner of his lot, to reimburse the Association for costs in bringing the owner of his lot into compliance with the provisions of this Declaration, the Articles of Incorporation of the Association, By-Laws or rules and regulations of the Association, or any other charge designated as a Compliance Charge in this Declaration, the Articles of Incorporation of the Association or By-Laws.

(b) "Service Charge" shall mean a Special Charge against a particular owner and his lot for any service, material or combination thereof which may be obtained by the Association for the use and benefit of such owner or his lot on behalf of such owner accepting or subscribing to such material or service.

(c) "Repair Charge" shall mean a Special Charge against a particular owner or his lot, attributable to that lot, for the cost of repair or reconstruction of a Permitted Improvement to the lot pursuant to this Declaration.

3.18 Lot Owner: "Lot Owner" or "Owner of Lot" or "Owner" means the owner of a Lot. An owner is the single or multiple owner of the fee simple interest in the Lot. All qualified prospective Lot Owners will be provided with a Notice To Prospective Buyer, a copy of which is attached as Exhibit "F".

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**3.19 Utility Services:** "Utility Services" shall include, but not be limited to, electrical power, gas, water, garbage storage and collection, sewage and trash collection and disposal, cable or common lot antenna systems, drainage storm water management systems and telephone and all other public service and convenience facilities.

**Article 4. Easements:** The following easements are established and reserved over, across, under and through the Association property, lots and boat slips each to be a covenant running with the land of the Association property, and in favor of the Association, individual or collective lot owners, the Developer, governments having jurisdiction, suppliers of utility services, the public, third parties and owners and occupants of adjacent lands or lands in the vicinity of Harbour Landings, as the context may require:

**4.01 Ingress and Egress:** Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the roads, drives, streets, driveways, walks and paths shown on any exhibit hereto or any Amendment thereto as same may be initially located or as they may be built or relocated in the future, for all reasonable and usual purposes for which such roads, drives, streets, driveways, walks and paths are commonly used, and to provide ingress and egress from each lot and all and singular the Association property. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Association Property or lots not designated as the parking area.

**4.02 Utilities:** Easements as may be required, desirable or necessary for the furnishing of utility services to any one or more lots, the Association property, the Harbour Basin and adjacent lands not forming a part of the Association property. Such easements shall include, but not be limited to, such easements as may be shown on exhibits to this Declaration and Amendments hereto.

An easement in gross is hereby granted in all Association property and those parts of the lots subject to utility easements for utility services in favor of governments having jurisdiction, suppliers of utility services and owners and occupants of adjacent lands. Such easements shall include the right of suppliers of utility services to enter upon the Association Property or the lots at reasonable times to inspect, repair, maintain and replace utility services, including the periodic reading of metering devices.

**4.03 Encroachments:** If a lot encroaches on any Association property, or on any other lot by reason of original construction or by the non-purposeful or non-negligent act of the lot owner, then an easement appurtenant to such Association property, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

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**4.04 Maintenance:** Such easements as may be reasonably necessary or desirable are provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of Permitted Improvements, Association property, utility services, the Harbour Basin and improvements and utility services thereto, and for implementation of any of the maintenance or repair obligations of the Association or lot owners. Copies of the initial Maintenance and Fiscal Programs are attached as Exhibits "G" and "H".

**4.05 Structural Support:** Each lot owner shall have easements in other lots and Association property, including easements for structural support, stability and integrity of the Permitted Improvements, including but not limited to, easements for lateral and subjacent support. No lot owners shall do, cause or permit to be done any act in and about his lot and the building or buildings located thereon which shall impair the structural stability and integrity of any other lot, other Permitted Improvements, or the Association property, or otherwise violate the provisions of this article or this Declaration.

**4.06 Developer:** Until such time as Developer has sold all of the lots contained within the Harbour Landings, easements, including but not limited to ingress and egress, are reserved and shall exist through and over the lots and Association Property as may be required, convenient or desired by the Developer for the completion of the development of the Association property and the sale of the lots.

Likewise, such easements are also reserved to the Developer, its successors or assigns, for the development of adjacent lands not part of the Association Property. Neither the lot owners nor the Association shall interfere in any way with such completion and sale. Developer reserves unto itself, its successors and assigns, the right to grant easements over any of the Association property to be used for or in connection with any development on any of the adjacent lands and for the purpose of the completion and maintenance of the Harbour Basin, such easements to be for the purpose of utilities, drainage and ingress and egress.

**4.07 Plant Life:** Easements shall exist for the continued existence, growth, maintenance, repair and replacements of trees, mangroves and other natural plant life, including the canopy and root system, throughout the Association Property, whether such plant life is located in whole or in part within the Association Property, or lots. No tree or other plant life primarily located within a given lot may be removed without the consent of the ARB, unless such tree or plant life is diseased or dead.

**4.08 Relocation and Reservation:** The Board, on behalf of the Association and on behalf of all lot owners (each of whom hereby appoints the Board as his attorney-in-fact for this purpose) shall have the right to grant additional access, utility service or other easements, or to relocate existing easements or facilities, in any portions of the Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Association, or for the general health or

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welfare of the lot owners, or for the purposes of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the lots for their intended purposes.

The Board, on behalf of the Association and all lot owners (as such owners' attorney-in-fact) shall also have the right to transfer title to utility related equipment, facilities or materials to any public utility company or governmental agency if same is assuming the obligation to maintain such equipment, facilities or material. Bills of sale may be granted for items of personal property owned by the Association. Furthermore, the Board shall have the authority to take any other action on behalf of itself and all lot owners, as their attorney-in-fact, to satisfy the reasonable requirements of any such transferee.

All easements reserved under this article shall be deemed expressly reserved and excepted from each and every conveyance, mortgage, lease or other transfer of a lot, or any interest therein, by Developer, even though such specific reservation and exception is not mentioned therein. Developer may elect to assign the easements and reservation rights hereunder, or include the same in additional developments.

4.09 Conservation Easement. Certain lots are subject to a Conservation Easement to be recorded in the Public Records of Manatee County, Florida. A copy of the Conservation Easement is attached as Exhibit "B".

4.10 Non-Docking Easement. Certain lots are subject to a Non-Docking Easement which is specifically referenced on the Harbour Landings Estates Plat.

4.11 Wetland Mitigation System. The developer has signed an agreement for guaranteeing performance of a wetland mitigation system. Upon the expiration of that agreement's five year period, the developer or the homeowners association as the developer's successor in interest, shall be responsible for wetland mitigation system data collection and reporting.

Article 5. Survey, Plot Plan and Graphic Description: There is attached hereto and made a part hereof as Exhibit "H", a survey, plat, plot plan and graphic description, herein called the "plat", showing the lots, Association property, and, in some instances, their location and approximate dimensions which, together with this Declaration, is in sufficient detail to identify the lots and Association property. Such exhibit is or shall be certified as required by the Developer. Certification shall not imply that Permitted Improvements have been constructed. If at any time the actual physical location or any lot, building, Association property or other improvement or easement, facility or installation does not completely coincide with the location, dimensions, configuration, size or relative location of the lot, building, improvement, easement, facility or installation as reflected on Exhibit D, or amendments thereto, then the actual physical location thereof shall control, and any such variance shall not

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be deemed inconsistent with this Declaration and shall be deemed to fall within the easement provisions of Article 4.

**Article 6. Manner Of Sharing Common Expenses:** Each lot and lot owner shall bear a proportionate share of the common expenses and all regular, supplementary and improvement assessments applicable to each lot. The proportionate share shall be equal to a fraction; the numerator of which is one (1) and the denominator of which is the total number of lots subject to this Declaration. However, as referenced in Article 2, it is anticipated that there will be other associations to be formed in the Harbour Landings Estates property which will share in the use and access of the boat basin. The costs associated with the boat basin will be shared between the associations.

**Article 7. Boat Slips:** Each Boat Slip in the Harbour Basin shall be the property of the owner of the lot to which it is assigned by Developer. Developer may charge a premium for Premium Boat Slips. Boat Slips may be reassigned only as provided herein. Developer may elect to assign extra boat slips (if any exist) to the Association for use by guest boats, temporary mooring and other purposes approved by the Board.

**Article 8. Maintenance, Alterations and Improvements:** Responsibility for the maintenance of the Association Property and restrictions upon its alteration and improvements shall be as provided herein:

**8.01 Association property:** The maintenance, repair and replacement of the Association property shall be the responsibility of the Association, and the expense connected therewith shall be a common expense, except as herein otherwise provided. A lot owner shall be responsible for the maintenance, repair and replacement of any driveway located on his lot, other than any repair, replacement or maintenance thereof that is the responsibility of the Association or another lot owner under Section 8.04.

**8.02 Lots:** The maintenance, repair and replacement of the lots, and Permitted Improvements thereto, shall be the responsibility of the lot owner, at his sole expense, except as provided in Section 8.03. The responsibility of the lot owner shall include, but not be limited to all services, structures, fixtures, equipment, installations, devices, appliances and internal utility services forming a part of the lot or located within the lot boundaries, except as provided in Section 8.03.

**8.03 Maintenance of Lots by Association:** The Association shall provide lawn maintenance for the lawns of each lot as a common expense. Such lawn maintenance shall only include mowing and fertilizing of lawns. The Association shall not be responsible for replacing diseased or dead portions of the lawn, nor shall the Association be responsible for the maintenance of landscape plant materials, plant beds, mulch, planters or portions of any lawn contained within a substantially enclosed courtyard or similar area. Landscape plans that provide extraordinary amounts of trimming and edging may be disapproved, or if approved may be

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conditioned upon the lot owner agreeing to pay a Service Charge to defray the additional cost of lawn maintenance necessitated by such plant material or landscape design. The Association shall also maintain, repair and replace, as a common expense, all parts of any sea wall, sea wall ties, anchors and related installations. The Association shall also be responsible for the maintenance of all lakes, ponds, swales and retention areas, whether within a lot or not.

Only those lots which either are on the boat basin containing a sea wall and/or which have a boat slip assigned to them, shall be required to share in the maintenance expense for the boat basin and sea wall.

**8.04 Incidental Damage and Utility Services:** Any damage to any lot caused by or a result of, the carrying out of the maintenance responsibilities of the Association, or the negligence thereof, shall be repaired promptly by the Association as a common expense. Any damage to any part of the Association property or any lot caused by or the result of any intentional or negligent act of a lot owner, his family, agents, contractors, invitees, guests or licensees, or by such lot owner in carrying out his maintenance responsibilities shall be repaired promptly at the expense of such lot owner. All costs of such repairs, if carried out at the expense of the Association, shall be charged to the particular lot owner and his lot as a Compliance Charge and may be collected and enforced as a Special Charge. Until so collected, such costs shall be treated as a common expense. Lot owners shall be responsible for maintenance, repair and replacement of all internal utility services, wherever located, and the Association shall be responsible for the maintenance, repair and replacement of all external utility services, wherever located. Nothing contained herein shall diminish any maintenance obligation of any supplier of a utility service.

**8.05 Failure to Maintain:** The Association and its agents may enter any lot upon reasonable notice and during reasonable hours to inspect such lot. If the Association, after using reasonable efforts to gain access to a lot, is unable to do so, it shall be entitled to use reasonable means to enter upon the lot. Reasonable means shall include forced entry. If a lot owner has failed to maintain or repair his lot as required hereby, after notice the Association may perform such maintenance and make such repairs that the lot owner has failed to perform and make. All costs of such maintenance and repairs shall be charged to the particular lot owner and his lot as a Compliance Charge and be collected and enforced as a Special Charge. Until so collected, such costs shall be treated as a common expense.

**8.06 Alterations and Improvement:**

(a) **To Association property:** After the completion of the improvements included in the Association property which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no substantial alteration or further improvement in the Association property without the approval in writing of the owners

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of not less than 75% of the lot owners. Any such alteration or improvement which is approved by such requisite majority of owners as provided herein shall not interfere with the rights of any lot owner, absent his specific consent. The total cost of any such alteration or improvement so approved shall be assessed against and paid by the lot owners as an Improvement Assessment, as set forth under Article 6. Nothing contained in the section shall be deemed to require such written consent for maintenance, repair or replacement of existing Association facilities and improvements, nor shall the provisions hereof extend to betterments, as provided in the By-Laws. Likewise, the extension of utilities by a lot owner to a Dock to which Developer has not extended utilities shall not be deemed an improvement under this subsection, but shall be governed by Section 8.06(b). All lot owners shall be liable for the common expense of maintenance of the Association property as so altered or improved, whether or not they approved of the alteration or improvement.

(b) To the Lots: Except as otherwise reserved by Developer, no lot owner shall make, cause or permit any alteration or improvement to his lot except for Permitted Improvements in compliance with this Declaration that have received written approval from the ARB. Without limiting the generality of the foregoing, no lot shall be altered or improved by the installation or construction of any structure, building, paved area, wall, fence, excavation, fill, planting, landscaping, screening or the removal of any plant life except through written approval of the ARB, which written approval is to be given by Developer and the ARB during the time that Developer controls the Association, and thereafter by the ARB.

Once Permitted Improvements to a lot are approved, there shall be no addition, alteration, modification or change to any such Permitted Improvements, existing or proposed, without further written approval of the ARB; however, a lot owner may make alterations and improvements to the interior of Permitted Improvement structures located upon his lot, so long as such alterations or improvements do not impair the structural integrity of the structure; are not visible from the exterior of such structure; do not change the nature of the structure or its use; do not materially alter the floor plan of the structure or the nature, purposes and uses of the rooms and areas therein; and otherwise comply with the provisions of this Declaration. For all proposed improvements or alterations for which an owner is not required to receive ARB approval, the lot owner may make such alteration or improvement at his sole expense, provided that all work shall be done solely in accordance with such approval and without disturbing the rights of other lot owners or the Association, and provided further that all alterations or improvements shall be in compliance with all existing and applicable governmental codes and regulations, and do not cause any increase in any insurance premium to be paid by the Association.

Article 9. Assessments and Special Charges: The Association shall have the authority to make, collect and enforce Assessments as are provided for by applicable law, this Declaration or the By-Laws, and Special Charges as provided by this Declaration:

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9.01 Common Expenses: Each lot owner shall be liable for a share of the common expenses, as provided in Article 6. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and shall establish Regular Assessments against lot owners to meet such estimate. Should the Board determine at any time that the Regular Assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board shall have authority to levy and collect Supplementary Assessments to meet such needs and obligations of the Association.

9.02 Compliance Charges: The Board, may from time to time levy Compliance Charges against the lots. Such Compliance Charges shall be levied by the Board against an owner and his lot to reimburse the Association for costs incurred in bringing an owner or his lot into compliance with applicable law, this Declaration, or for any other charges designated as a Compliance Charge in this Declaration, the Articles, By-Laws or rules of the Association. Compliance Charges are a form of Special Charge.

9.03 Improvement Assessments: The Association, through its Board, may from time to time levy Improvement Assessments against owners and their lots for alterations or improvements to the Association property as provided in Article 8 or for the costs of repair and reconstruction as provided in Article 13, or for betterments not part of a Regular or Supplementary Assessment, approved in accordance with the By-Laws.

9.04 Service Charges: If the Association undertakes to provide materials or services which benefit individual owners or their lots, but which can be accepted or not by the owner, such as contracting in bulk for repairs, services, materials or maintenance, cable television service in excess of basic service or other similar services, materials or procedures, then the amount paid or incurred by the Association on behalf of the owner accepting or subscribing to such material or service shall be a Service Charge against such owner and his lot. An owner will be deemed to have agreed to such Service Charge by subscribing, requesting or accepting such material or service. Service Charges shall be levied by the Board, and are a form of Special Charge.

9.05 Reserves: As part of its authority to make assessments, the Association, through its Board, may establish reasonable contingency reserves for the protection of the association property including but not limited to reserves for replacements and repair, operating reserves to cover deficiencies in collection and otherwise and reserves for betterments.

9.06 Payment of Assessments and Special Charges: Regular Assessments for common expenses shall be established annually, and be due and payable quarterly in advance on the first day of January, April, July and October of each year. All Supplementary Improvement, and other Special Assessments, as well as all Special Charges, shall be payable in such installments and at such times as may be fixed by

the Board at the time of the establishment of such assessment or Special Charge. All assessments and Special Charges and installments thereof, paid on or before ten days after the day on which shall become due shall not bear interest, but all sums not so paid within such ten day period shall bear interest from the date originally due until paid at the rate of 18% per annum. All payments on account shall be applied first to interest, second to the assessment payments first due, and last to Special Charges due. If any assessment or Special Charge or installment thereof remains unpaid thirty days after the same shall become due, the Board may declare the entire remaining amount of such annual Regular Assessment, Supplementary or other Assessment, or Special Charge, as the case may be, due and payable in full as to the delinquent lot owner.

9.07 Uniformity: Each lot owner and his lot shall be liable for a share of Regular, Supplementary, Improvement and other Special Assessments in the proportions provided in Article 6. Special Charges will not necessarily be uniform in amount nor levied in proportion to the share of common expense provided in Article 6 because of their nature, but they shall be handled and processed in a uniform and non-discriminatory manner, and all lots and owners similarly situated shall be treated in a uniform manner.

9.08 Lien for Assessments and Special Charges: The Association shall have a lien against each lot for any unpaid assessments, with respect thereto, or against the lot owner thereof, and for interest thereon. Likewise, the Association shall have a lien against each lot for any unpaid Special Charges with respect thereto, or against the lot owner thereof, and for interest thereon, in the same manner as liens for assessments. Such liens shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or Special Charge or enforcement of such lien. Said liens shall be effective from and after the time of recording a claim of lien stating the description of the lot, the name of the record owner thereof, the amount due and the date when due, in the Public Records of Manatee County, Florida, and said lien shall continue in effect until all sums secured thereby shall have been fully paid, subject to applicable limitations on enforcement provided by the applicable law. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association.

Upon full payment, the party making payment shall be entitled to a record satisfaction of such lien. Liens for assessments or Special Charges may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also bring an action to recover a money judgment for unpaid assessments or Special Charges without waiving any claim of lien. If a Mortgagee shall obtain title to a lot as a result of a foreclosure of a first mortgage in which the Association has been properly named as a defendant junior lien holder, or as a result of a conveyance in lieu of foreclosure of such first mortgage then such mortgagee shall not be liable for assessments or Special Charges pertaining to such lot which became due prior to the acquisition of title by said

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mortgagee, except for such assessments and Special Charges as are secured by a claim of lien recorded prior to the recording of such mortgage. Such unpaid share of common expenses or Special Charges shall be deemed to be common expense collectible from all lot owners including the person or institution acquiring title to such lot through such foreclosure or a conveyance in lieu of such foreclosure, its successors and assigns.

Nothing contained herein shall relieve a lot owner from responsibility for assessments and Special Charges for the period of time he owned such lot, and same may be collected by suit for damages. A mortgagee acquiring title to a lot as a result of a foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such lot, be excused from the payment of the share of expenses, assessments and Special Charges attributable to such lot, whether or not such lot be occupied.

The Association shall provide an insurance policy for Association board members which shall cover and be used to indemnify the board members from any judicial proceedings brought against them as a result of the board members' exercise of their discretion in the normal course of business.

**9.09 Developer's Obligation to Pay Assessments:** Except as provided in this Declaration, no lot owner may be excused from the payment of his proportionate share of the common expenses and other assessments, unless all lot owners are likewise excused from such payment. However, the Developer or its successors in interest as Developer shall be excused from the payment of its share of common expenses for those lots owned by it during the period of time that it shall guarantee that the Regular and Supplementary Assessments for common expenses of the Association (imposed upon lot owners other than the Developer) shall not increase over a stated amount per month per lot, and obligates itself to pay any amount of common expenses incurred during that period and not produced by Regular and Supplementary Assessments at guaranteed levels from other lot owners. Developer's guarantee shall be applicable to Regular and Supplementary Assessments, but shall not apply to Improvement Assessments or Special Charges levied against lot owners for liabilities or obligations such lot owner has failed to meet and for which a Compliance Charge may be levied, or for betterments or improvements approved by such lot owners other than Developer for which an Improvement Assessment is made, or for services or materials for which a lot owner has subscribed and for which a Service Charge is levied or for any other Special Charge. Nothing contained herein shall relieve the Developer from liability for Improvement Assessments or Special Charges to which Developer has consented, or resulting from Developer's subscription for services or materials constituting a Service Charge.

**9.10 Capital Contribution:** Each original purchaser of a lot from Developer shall be required to pay a one time capital contribution to the Association equal to two months Regular Assessment. Such amount shall be held by the Association and not

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expended for Common Expenses prior to expiration of the time that Developer is excused from payment of assessments under Section 9.09.

**9.11 Certificate of Unpaid Assessments and Special Charges:** Any lot owner or mortgagee has the right to require from the Association a certificate showing the amount of unpaid assessments and Special Charges against each lot. The Association shall provide such certificate within fifteen (15) business days after the request therefor. The Association shall, as part of its review procedure for the transfer of lots pursuant to Article 14, include such certificate when issuing any approval. The Association may condition approval of the transfer of a lot upon the payment of any delinquent assessments and Special Charges with respect to such lot. Failure of the Association to supply such a certificate within fifteen (15) days after written request therefor made in connection with the sale, mortgaging or other transfer of a lot shall estop the Association from collecting from the purchaser or mortgagee any delinquent assessments and Special Charges that would have been reflected on such certificate, except for those secured by a lien or record. Such estoppel shall not, however, prevent the Association from collecting any such delinquent assessments or Special Charges from an owner responsible for the payment thereof.

**Article 10. Association:** The operation of the Development shall be by Harbour Landings Association, Inc., a corporation not-for-profit under the laws of Florida, herein called the Association. A copy of the By-Laws of the Association is attached hereto as Exhibit "E".

**10.01 Membership In Association:** Each lot owner shall be a member of the Association, and no one who is not a lot owner shall be a member of the Association. Each lot owner agrees that he shall accept membership in the Association and agrees to be bound by this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a lot, and may not be transferred separate and apart from a transfer of ownership of the lot. Membership shall likewise automatically terminate upon a sale or transfer of the lot, whether voluntary or involuntary.

**10.02 Voting Rights:** Each lot owner (not necessarily each slip owner) is entitled to one vote in the Association. Voting rights and qualifications of voters are more fully set forth in the Articles of Incorporation and By-Laws of the Association.

**10.03 Authority:** The Association shall have all of the powers and authority reasonably necessary to effectuate the provisions and intent of this Declaration.

**10.04 Limitation Upon Liability of Association:** Notwithstanding the duty of the Association to maintain and repair parts of the Association property, the Association shall not be liable to lot owners for injury or damage, other than the cost of maintenance and repair, caused by latent conditions

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of the property to be maintained and repaired by the Association, or caused by the elements or other lot owners or persons.

**ARTICLE 11. Rights of Developer:** Notwithstanding the general provisions of this Declaration, the Developer and its successors or assigns as such Developer, has reserved and retained certain rights and privileges, and is exempt from certain

provisions otherwise generally applicable, better to enable it to develop the lots and Association property. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer, but shall not be deemed exclusive.

**11.01 Construction and Maintenance:** The Developer, its designees, contractors, successors and assigns, shall have the right in its and their sole discretion from time to time to enter the Association Property and lots and to take all actions necessary or convenient for the purpose of completing construction and development of the lots and Association property, and all parts thereof, and to carry out necessary repair, maintenance and replacement that may be the responsibility of the Developer or of the Association, provided that such activity is conducted in a reasonable manner at reasonable times and does not prevent or unreasonably interfere, in the opinion of the Developer, its successors or assigns, with the use or enjoyment of the lot owners of the lots and/or Association Property.

**11.02 Use and Sale of Lots:** Developer shall have the authority to sell, lease or rent lots to any persons approved by it, without approval of the Association to such transfer. Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices and models any lots and Association property the use of which has been reserved by the Developer by contract, lease or otherwise. Developer shall have the right to transact on Association Property any business necessary to consummate the development of the lots and Association property and sale of lots, including the right to have signs and employees in Developer offices and use the Association property to show the lots and Association Property. The sales office, signs and all other items pertaining to sales shall not be considered Association property and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it owns lots in this Association which are offered for sale. Developer may also locate temporary structures or improvements on lots or the Association property for construction, administrative or sales offices.

**11.03 Amendments to Declaration:** Developer reserves the right to amend this Declaration, the Articles or By-Laws, to correct scrivener's errors in such documents or errors in the exhibits or to amend exhibits hereto to conform to post construction surveys of the Association property and lots, such amendments to be made without the necessity of joinder therein by any lot owners, the Association or the holder of any mortgage or other lien on any part of the Association Property.

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Until such time as Developer has transferred complete control of the Association to the members, Developer may amend this Declaration, the Articles and the By-Laws in any manner not expressly prohibited herein or by applicable law without approval of the Association, any lot owners or any mortgagee or other lien holder, provided that such amendment does not, in the reasonable opinion of the Developer: (a) materially adversely affect substantial property rights of lot owners or any mortgagee or other lien holder; or (b) materially adversely affect substantial property rights of lot owners who do not consent in writing. Execution and recording of any amendment by Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of lot owners who did not join in or consent to such execution, and any such amendment shall be effective unless subsequently rescinded.

No such amendment shall change the fractional share by which the owners of other lots share the common expense and own the Association property except with the consent of all affected lot owners of record and all record owners of mortgages or liens thereon. Amendments that contain exhibits revised to conform to post construction surveys need not contain the joinder of the owners of affected lots and liens thereon if such post construction, or "as-built" surveys only reflect a non-substantial adjustment in the location, configuration or size of one or more buildings or the location, configuration or size of one or more lots, with concomitant alteration of Association property.

Any ownership interest, mortgage or other interest in any lot shall attach to such lot as same may be relocated, reconfigured or resized by amendment pursuant hereto without the necessity of any modification or correction of such mortgage or other instrument creating such interest, and the mortgage, ownership or other interest shall attach solely to the lot and/or Association property as so relocated, reconfigured or resized without the necessity for any conveyance or release of any interest as to those portions of the lots and Association Property as previously located, configured or sized.

**11.04 Right of Dedication:** Developer, its successors and assigns, reserves the right to dedicate to the public any easement, boulevard, road, street, drive or rights-of-way shown on Exhibit D, as it may be amended, within the development within a period of five (5) years from the date of recordation of this Declaration. Such dedication rights shall be paramount to the rights of the Association, the lot owners and the owners of any mortgage or other lien on any part of the Association Property, and Developer, its successor and assigns, may execute such instruments as may be necessary or desirable to effect such dedication without the joinder or consent of the Association, any lot owner or any such mortgagee or lien holders. Such dedication may involve acceptance by a governmental body and an agreement to maintain, or may be an offer of dedication with no agreement of any government having jurisdiction to maintain such dedicated property.

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11.05 Right to Add Recreational Facilities: Developer reserves the right to expand or add recreational facilities to this Development without the consent of any lot owner or the Association, provided that any such facilities so added shall not result in an initial increase in the common expense per month per lot by more than \$25.00.

11.06 Other Reservations: Developer reserves any other rights, privileges and exemptions provided it by the terms of this Declaration, the Articles or By-Laws of the Association or applicable law.

11.07 Non-Amendment: This article shall not be amended without the written consent of the Developer, so long as Developer holds any lots for sale, nor shall Section 11.04 be amended without such consent until five (5) years after the date of recordation of this Declaration.

ARTICLE 12. Insurance: Insurance, other than title insurance, which shall be carried upon the Association Property and the property of the lot owners shall be governed by the following provisions:

12.01 Authority to Purchase: The Board shall have the authority and the responsibility to insure the Association property. The insurance shall insure the interest of the Association and all lot owners and their mortgagees, as their interest may appear. The named insured shall be the Association individually, and as agent for the lot owners without naming them, and as agent for their mortgagees. All premiums and charges for insurance which the Association is authorized or directed to acquire pursuant to this Declaration shall be deemed a common expense.

12.02 Responsibility of Lot Owners: Each lot owner shall be responsible for casualty insurance, at his own expense, covering his lot and the Permitted Improvements to his lot and covering his personal property and living expenses. Each lot owner shall also be responsible for carrying such liability insurance covering his own lot at his own expense as he may determine.

12.03 Coverage: The Association shall obtain and pay for, as a common expense, casualty insurance upon all buildings, structures and other insurable improvements forming a part of the Association Property in an amount equal to the insurable replacement value thereof as shall be determined annually by the Board. The Association shall also insure tangible personal property owned by it. Coverage shall afford protection against fire and windstorm with extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings and improvements and property similar in construction, location and use as those covered by the Association, including but not limited to, vandalism, and malicious mischief and where the Association Property lies within an area identified as one having special flood hazards, flood disaster insurance in such amounts and

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coverages as may be customary and available through federally sponsored flood insurance programs.

In addition, the Association shall obtain and pay for, as a common expense, public liability insurance coverage for the Association property of the Association, in such amounts and in such coverage as may from time to time be determined by the Board. Such policy or policies shall have cross liability endorsements to cover liabilities of the lot owners as a group to a lot owner. The Association shall also carry worker's compensation insurance in an amount sufficient to meet the requirements of Florida law, and such other insurance in such other amounts as the Board shall from time to time determine to be desirable.

The Association shall provide an insurance policy for Association board members which shall cover and be used to indemnify the board members from any judicial proceedings brought against them as a result of the board members' exercise of their discretion in the normal course of business.

**12.04 Association as Agent:** The Association is irrevocably appointed agent for each lot owner and for each owner of a mortgage or other lien upon a lot and for each lot owner of any other interest in the Association Property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims. The Association may adjust claims against it covered by insurance policies purchased by the Association; provided, however, that no liability claims in which there is liability asserted against any one or more lot owners shall be settled to the detriment of such owner without the consent of such lot owner or owners.

**12.05 Mortgagees:** So long as any Institutional Mortgagee shall hold a first mortgage upon a lot in the Development, the Primary Institutional First Mortgagee shall have the right upon written request, to approve the insurer on all insurance policies covering the Association Property in which such mortgagee has an interest, which approval shall not be unreasonably withheld, but shall be withheld only upon good, sufficient and substantial reasons. The Association shall submit to any Institutional First Mortgagee, upon request, proof of the payment of the annual premiums on all such insurance policies purchased by the Association. The Association shall also provide mortgagee endorsements when requested.

If the Association fails to obtain, pay for and keep in force any insurance required to be maintained by it hereunder, the Primary First Institutional Mortgagee shall have the right to obtain any pay for such policies and shall thereupon be subrogated to the assessment and lien rights of the Association for the premiums so paid. This section shall be construed as a covenant for the benefit of, and may be enforced by, any Institutional Mortgagee. Any mortgagee to any mortgage which, in accordance with the provisions of the mortgage, shall have the right to demand insurance proceeds in the event of a casualty loss to the property encumbered by said

mortgage, waives the right to such proceeds to the extent such proceeds are from policies required to be obtained by the Association hereunder.

**12.06 Payment of Proceeds:** Proceeds of insurance carried by the Association pursuant to this Article shall be payable to the Association.

**12.07 Disbursement of Proceeds** Insurance proceeds received by the Association shall be used to defray the cost of repairing, rebuilding and reconstructing the damaged portions of the Association covered by such insurance. Any proceeds remaining after defraying such costs shall either be distributed to the lot owners and their mortgagees as their interest may appear, or used for improvements or betterments to the Association approved as otherwise provided, as may be determined by the Board. It shall be sufficient for any such surplus to be paid jointly to such lot owner and his mortgagee. In making any disbursement hereunder to lot owners and their mortgagees, the Association may, in the absence of written notice to the contrary, rely upon its records to identify owners and mortgagees. The provisions of this section shall be for the benefit of any mortgagee of a lot and may be enforced by such mortgagee.

**ARTICLE 13. Reconstruction or Repair:** If any part of the Association Property shall be damaged by casualty, it shall be repaired or reconstructed in accordance with this Article, unless it is determined in the manner elsewhere provided that such reconstruction shall not take place.

**13.01 Reconstruction of Association property:** If the damage is to Association property, including improvements thereto, then same shall be reconstructed or repaired by the Association. Prior to commencement of such repair or reconstruction, the Board shall obtain reliable and detailed estimates of the cost to repair or reconstruct. The funds for the payment of costs of such repair and reconstruction shall consist of the proceeds of insurance, if any, and funds collected by the Association from Improvement Assessments against the lots and lot owners. All such assessments shall be made by the Board and shall be in amounts necessary to effect the proper repair and reconstruction of such portions of the Association Property so damaged. If an Improvement Assessment is made pursuant hereto and subsequently additional funds are necessary to defray the required costs of repair and reconstruction, additional Improvement Assessments may be made under authority of this section, all such Improvement Assessments to be levied by the Board without necessity of owner approval as generally required for Improvement Assessments. Construction funds shall be disbursed upon the order of the Board.

All such repair and reconstruction shall be to restore the improvements so damaged to substantially the same design and condition as they were in prior to the casualty; provided however, that with approval of the requisite number of lot owners required for approval of alterations under Article 8 the Association may determine not to reconstruct or to construct Association property improvements different in location,

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nature or purpose from those damaged. In such event, the proceeds of insurance may be used for such construction if approved in the manner provided for alterations to the Association property under Article 8.

13.02 Damage to Lots: If Permitted Improvements to a lot shall be substantially damaged or destroyed, the following provisions shall be applicable.

(a) Liability for Assessments: Notwithstanding damage or destruction of improvements to a lot, the lot owner shall remain liable to the Association for all assessments and Special Charges in connection with such lot. Such liability shall continue unabated, even though such lot is not fit for occupancy or habitation or even though Permitted Improvements are not reconstructed or repaired. In addition to liability for Regular and Supplementary Assessments, such lot shall be liable for all applicable Improvement and Special Assessments, and Special Charges.

(b) Removal of Debris: As soon as practicable after damage or destruction, the lot owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the proposed replacement structure. All dangerous conditions casualty be removed immediately. All debris shall be removed from the lot no later than 30 days after the date upon which the casualty occurred.

(c) Determination not to Rebuild: A lot owner shall, within 90 days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such lot owner's intention not to rebuild or reconstruct. Such lot owner shall initiate Architectural Review for such rebuilding or reconstructing within 90 days after such notification, and shall commence rebuilding or reconstruction within 60 days after final approval and prosecute same to completion. If for any reason the lot owner does not notify, initiate Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established by this section, then he shall be deemed to have elected not to rebuild and the Association shall have the rights and duties hereinafter set out. A lot owner may at any time notify the Association in writing of his election not to rebuild or reconstruct.

(d) Clearing of Lot: If a lot owner elects not to rebuild or reconstruct the improvements to this lot, or is deemed to have so elected under the provisions of this article, then such lot owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured, and landscaping. The lot owner shall cause to be removed all parts of the Permitted Improvements then remaining, including the slab and foundation. The lot owner shall provide fill and install sod so that the lot shall thereupon give the appearance of a landscaped lot without structures located thereon. Such clearance and restoration of the lot shall be completed not later than 30 days after the date upon which the lot owner elects or is deemed to have elected not to rebuild the improvements to the lots.

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(e) Repair: If the damage to the Permitted Improvements is such that the improvements may be repaired, without rebuilding or reconstruction, then the lot owner shall be obligated to repair within the times and subject to the same notification procedures as provided in Subsection (c) of this section, unless the lot owner shall elect to demolish the remaining portions of the improvements and either reconstruct other Permitted Improvements or elect not to reconstruct. If a lot owner who is obligated to repair a damaged structure does not notify, initiate Architectural Review, commence or diligently pursue repair within the time limits established by Subsection (c), then he shall be in violation of this subsection and the Association shall have the rights and duties hereinafter specified.

(f) Association Rights and Responsibilities: If a lot owner shall fail to comply with any of the provisions of this article, whether concerning the removal of debris, clearing of the lot or repair of a damaged building or otherwise, then the Association may perform such acts as are the responsibility of the lot owner, and the cost of same shall be treated initially as a common expense, but charged against the lot owner and his lot as a Compliance Charge, collectible and enforceable by lien and otherwise as generally provided for Special Charges.

The Association shall have all reasonable easements and licenses for the carrying out of its responsibilities under this subsection. All such easements shall be temporary and of a duration only as required to complete the necessary responsibilities. Before entering upon a lot to effect repair, removal of debris or clearing, the Board shall first provide the lot owner not less than 10 days written notice of its intention to do so. If the lot owner does not notify the Association within such 10 day period that he will carry out his responsibilities hereunder, then the Board may proceed with such clearing, debris removal or repairing, as may be applicable. Nothing contained herein shall require the Board to give such notice in the event of an emergency, or if the Board has reasonable grounds to believe that prompt action is reasonably necessary to insure the health, safety and welfare of lot owners and/or residents of lots, and the security and safety of the improvements to the lot.

(g) Architectural Review: All repair, rebuilding and reconstruction under this Article shall be subject to the requirement of the lot owner obtaining prior approval of his plans and specifications after Architectural Review.

(h) Extension of Time: Upon written application of a lot owner, any of the time periods set forth in this Article may be extended by the Board upon a showing of reasonable grounds therefor; provided, however, that the aggregate extension of time permitted hereby shall not exceed 90 days.

(i) Subsequent Improvements: If a lot owner elects not to rebuild or reconstruct, or is deemed to have so elected, then at any time after the removal of the debris and clearing of the lot, and the payment of any assessments and Special

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Charges due with respect to the lot, the owner of the lot may construct Permitted Improvements to the lot, with prior approval after Architectural Review, in the same manner as for the original construction of Permitted Improvements.

**ARTICLE 14. Transfer of Lots:** In order to maintain a community of congenial residents and protect the value of the lots and Association Property, and in order to assure insofar as possible the financial ability of each lot owner to pay assessments against his lot, the transfer of lots by any owner other than the Developer shall be subject to the following restrictions:

**14.01 Restrictions on Transfer and Acquisition:** No lot owner or other person may either transfer or acquire title to or any interest in any lot, or having so acquired such interest, continue to hold such ownership of any such interest, except with approval of the Association in accordance with the provisions of this Article. Without limitation, the provisions of this Article shall apply to any transfer of a lot or any interest therein, whether made by sale, lease for any period of time, gift, devise, inheritance, transfer to or from a trustee, mortgage, transfer by enforcement of lien or other involuntary transfer by operation of law, or any other voluntary or involuntary transfer of any such interest. Transfer contemplated hereby shall include, but not be limited to, the transfer and creation of remainder or other future interests, creation of life estates, distribution by trustees, creation of joint or common ownership interests, with or without survivorship rights, and any other transfer or transaction or act by which title to or any interest in a lot either is transferred or may be subject to automatic transfer upon the occurrence or non-occurrence of an event yet to transpire.

**14.02 Procedure for Association Review:** It will only be necessary for the Association to approve any transfer of title which concerns: (a) the "time sharing" of a lot or a structure on a lot; (b) the leasing of a lot or a structure on a lot for a period of time which is less than one (1) year; and/or (c) the transfer, whether via lease or deed, of a lot or structure on a lot to an occupant which is comprised of greater than a family unit. The procedures for review and approval or disapproval by the Association of any transfer subject to this Article shall be as provided in this Section:

(a) **Notice to the Association:** If a lot owner desires to transfer property as referenced above, the owner must give notice to the Association of such an intention to transfer and the notice shall be accompanied by a copy of the executed proposed transfer document.

(b) **Certificate of Approval:** If the Association approves of such a transfer or transaction, it shall provide the owner with a certificate of approval in recordable form within thirty (30) days from submission of the review request to the Association.

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(c) Failure of Association to Act: If the Association does not either approve or disapprove of a transfer within the thirty (30) day period, the Association shall be deemed to have approved of such transaction and shall, upon written request therefor, issue an appropriate certificate of approval.

14.03 Disapproval by Association: If the Association shall timely disapprove a transfer of ownership of a lot, or an interest therein, the Association shall notify the applicant and the lot owner, if different from the applicant, of the disapproval within the time period allowed for approval and disapproval. In addition, the Association shall follow the following procedures:

If the proposed transaction is a sale, and if the notice of sale given by the lot owner so demanded, then within fifteen days after receipt of such notice and all other information reasonably requested by the Association, the Association shall deliver or deposit in the mails, by certified or registered mail, return receipt requested, addressed to the lot owner, an agreement to purchase by a purchaser approved by the Association, other than the Association itself, who will purchase and to whom the lot owner must sell the lot or interest therein upon the following terms:

(i) The price to be paid shall be stated in the disapproved contract to sell, and the notice shall be accompanied by a deposit check in the amount of the deposit reflected in such contract. All other terms shall be the same as those provided for in the disapproved contract, except that the closing date shall be not less than thirty days after the delivery or mailing of said agreement to purchase.

(ii) The lot owner may, at his option, within ten days after receipt of such agreement from the Association, elect not to proceed with the sale of the lot either to the purchaser proposed by such owner, or the purchaser proposed by the Association.

(iii) If the Association shall fail to provide a purchaser upon the demand of the lot owner in the manner provided, or if a purchaser provided by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish the certificate of approval as herein elsewhere provided for such transactions.

14.04 Corporate or Partnership Owners: Inasmuch as a lot may be used only for residential purposes and a corporation or partnership cannot occupy a lot for such purpose, if a lot owner or proposed owner of a lot or any interest therein is a corporation or partnership, the approval of ownership by the corporation or partnership may be conditioned upon a requirement of disclosure of the identity of the principal owners of the entity, those persons who will occupy the lot on a regular basis and the class, category or group of persons who will be entitled to occupy the lot pursuant to such ownership.

14.05. Approval Standards: The Association shall administer its approval and disapproval authority under this Article in a fair, equitable and uniform manner. In making its determination, the Association shall consider the apparent ability of the proposed owner to meet the financial obligations of lot ownership and membership in the Association; the probable willingness and likelihood that each person will abide by the provisions of this Declaration and all applicable rules and regulations pertaining to the lot; and such other factors as may be relevant to the maintenance and operation of the Development in a harmonious manner.

14.06 Exceptions: The provisions of this Article shall not apply to a transfer to or purchase by an Institutional Mortgagee, whether the mortgage be a first mortgage or not, acquiring its title as a result of owning a mortgage upon a lot, whether such title is acquired through foreclosure proceedings or by deed in lieu of foreclosure. Similarly, the provisions of this Article shall not apply to a transfer to or purchase by the Developer, or a transfer, sale or lease by, or mortgaged to, the Developer. Further, approval shall not be required by the Association of a purchaser who acquires title to a lot at a duly advertised public sale, with open bidding, which is conducted pursuant to law, including but not limited to execution sales, foreclosure sales, judicial sales and tax sales.

14.07 Separation of Lot Prohibited: Any sale or transfer of a lot or interest therein shall include all of the appurtenances thereto, whether so stated or not, and no appurtenance may be severed from a lot and sold, transferred or otherwise dealt with separate and apart from the lot to which it is appurtenant. No lot may be partitioned or further subdivided.

14.08 Unapproved Transactions: Any devise, conveyance, or other transfer which is not authorized or approved pursuant to the terms of this Declaration shall be voidable, unless subsequently approved by the Association. Anything herein to the contrary notwithstanding, any transfer requiring Association approval under this Article shall, in the absence of record evidence of disapproval by the Association, be conclusively deemed approved two (2) months after the date of recordation of the instrument effecting such transfer.

14.09 Fees for Review: The Association may charge a preset fee in connection with the review for purposes of approval or disapproval pursuant to this Article.

14.10 Association Action: All duties in authority of the Association under this Article shall be carried out by the Board, subject to the right of the Board to delegate such authorities and the responsibilities to committees of the Association appointed by the Board.

ARTICLE 15. Purchase of Lots by Association: The Association shall have the power to purchase lots, subject to the following provisions and limitations:

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15.01 Authority: The Association may, upon determination by its Board without approval of the membership, purchase a lot at any public sale resulting from a foreclosure of the Association's lien for delinquent assessments, where the bid of the Association does not exceed the amount found due the Association, or may purchase the lot in lieu of foreclosure of such lien if the consideration therefor does not exceed the amount of such lien. When authorized by affirmative vote of owners of not less than 75% of the lots, the Association may bid upon and purchase a lot as a result of a sale of the lot pursuant to the foreclosure of a lien upon the lot for unpaid taxes; the lien of any mortgage; the lien for unpaid assessments other than those due the Association; or any other judgment lien or lien attaching to the lot by operation of law.

15.02 Common Expense: All costs incurred by the Association in exercising any of its authority under this Article shall be deemed a common expense and collected by Regular or Special Assessment.

ARTICLE 16. Protective Covenants: In accordance with this Declaration, the use of the Association Property and lots shall be in accordance with the following protective covenants and use restrictions.

16.01 Use of Lots: Each lot shall be used and occupied for single-family, private residential purposes only, except as otherwise expressly provided herein. No more than one (1) residential structure shall be located on any one lot. Each residential structure shall be a detached single-family dwelling with a garage attached or forming an integral part of the structure. Other than the seawall and sidewalk, no impervious surfaces shall be placed within the first 15' of the 30' waterfront setback, as measured from the face of the seawall. Each garage shall be constructed and maintained so as to be suitable for the storage of two (2) or more automobiles. Garage doors shall normally remain closed. No garage shall be permanently enclosed or converted to other use without the substitution of another garage as part of the approved structure on the lot in compliance with this Declaration.

16.02 Association Property: The Association property shall be only for the purposes for which it is intended, being specifically the use and enjoyment of the lot owners and occupants, their guests and invitees, and for the furnishing of utility services, ingress and egress and recreational facilities for the enjoyment of the lot owners, consistent with the provisions of this Declaration.

16.03 Commercial Use: Subject to the Developer's reservation of rights, no part of the lots or Association Property shall be used or caused to be used or allowed or authorized in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that the Board shall have the right to provide or authorize such services on the Association property as it deems appropriate for the enjoyment of the Association property and for the benefit of the lot owners.

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16.04 Nuisances: No nuisance shall be allowed upon the lots and/or Association property, nor shall any practice or use be allowed which is a source of annoyance to the residents or which interferes with the peaceful possession and proper use of the lots and Association Property by its residents. No lot owner shall permit or cause any use of his lot or of the Association property which shall increase the rate or premium of insurance upon any portion of the Association Property. Further, no immoral, improper, offensive or unlawful use shall be made of the Association Property or of any part thereof and all valid laws, zoning ordinances and regulations of Governmental bodies having jurisdiction thereof shall be observed by all lot owners and by the Association. No lot owner, tenant or guest shall leave any debris or other items of tangible personal property lying about any lot or Association Property, including but not limited to such items as tools, equipment, toys, machinery or any other item which is not properly attached to or forming a part of the Association Property.

16.05 Signs: No sign or billboard of any kind, including but not limited to, "For Rent" or "For Sale" signs, shall be displayed to the public view on any portion of the lots or Association Property, except such signs as may be used by Developer or its sales agents in connection with the development of the lots and/or Association and such as may be installed by the Association for the common benefit of the lot owners, or as may be allowed by uniform rules and regulations. Each lot may, however, have one sign or plate providing the name of the occupants of the lot and the address of the lot, or either, of such size, design, construction and location as may be approved by the ARB.

16.06 Other Structures: Other than the approved residential dwelling lots in accordance with the provisions of this Declaration, no other building of any nature, whether a shed, shack, tent, barn, storage area or other building however designated shall be permitted upon the lots. The provisions hereof shall apply to such structures, whether temporary or permanent in nature. Provided, however, that a temporary storage or outbuilding for materials and supplies may be used in connection with and during the construction, repair or reconstruction of a dwelling, provided that it shall be removed from the lot upon completion of such construction.

16.07 Animals: The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any lot or upon the Association property, except that the keeping of orderly domestic pets such as dogs, cats and other generally recognized household pets is permitted, provided they are reasonable in number. All pets shall be subject to the rules and regulations adopted by the Board. No such pets may be kept or maintained for commercial purposes or for breeding. Any such pet causing, creating or contributing to a nuisance or unreasonable disturbance of annoyance or noise shall be permanently removed from the Association property upon ten (10) days written notice from the Board to the owner or other person responsible for such pet and the owner of the lot in which such person resides, if the owner is not also the person responsible for such

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pet. Such pets shall not be permitted upon the Association property unless accompanied by the person responsible for such pet. The Board may adopt rules requiring such pets either be carried or leashed.

Any lot owner or other resident who keeps or maintains any pet upon any portion of the Association property shall be deemed to have indemnified and agreed to hold the Association, each lot owner and the Developer free and harmless from any loss, claim or liability of any kind or character of whatever arising by the keeping or maintaining of such pet within the Association. Lot owners and residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up such excrement promptly shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. All pets shall be registered and inoculated as required by law. The Board may establish reasonable fees and require for registration of pets, not to exceed the reasonable costs incurred by the Association resulting from the presence of such pets and the administration of this Section.

**16.08 Laundry:** No clothes, sheets, blankets, towels or other articles shall be hung from clothes lines, clothes racks or over fences or otherwise exposed on any part of the lots or Association property where same are visible from outside a dwelling structure that is a Permitted Improvement.

**16.09 Vehicles:** No open-bed truck, commercial truck, tractor, service vehicle, trailer, camper, motor home, boat, boat trailer, canoe, motorcycle, motorscooter, go-cart or other novelty vehicle, recreational vehicle or similar equipment shall be permitted to remain upon any part of the Association Property, or any lot, other than for temporary parking, unless parked within an enclosed garage. Temporary parking shall mean the occasional parking of such vehicles belonging to or being used by owners or their guests for loading or unloading purposes only, or the occasional parking of such vehicles while being used in the furnishing of services or materials to lot owners or the Association. No vehicle shall at any time be parked other than in garages, on driveways, and designated parking spaces or for occasional transient parking on the interior private roads of the Association.

Except for emergency repairs, no owner or resident of any lot shall repair or restore any vehicle, boat or trailer upon any portion of the Association property except for such work as may be wholly performed within an enclosed garage without creating any unreasonable annoyance to other lot owners, residents, including sound, dust or odors. No lot shall have more than two permitted vehicles parked on a driveway for other than occasional temporary parking.

**16.10 Miscellaneous Restrictions:** No machine or apparatus or any sort shall be used or maintained in any lot which causes interference with television or radio reception in other lots. All trash, rubbish and garbage must be placed with appropriate containers for the material being stored, and be stored, located and disposed of in

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compliance with rules set from time to time by the Board. No lot owner may store or permit to be accumulated upon his lot any materials visible from other lots or the Association property. No owner, tenant, occupant or guest shall do anything that will alter any swale, grade, lake, pond or other drainage or storm water management system feature of the Association Property generally, and shall do nothing within and upon his own lot that will cause the impounding of storm waters on any other lot or common element, nor increase storm water runoff from his lot so as to create drainage problems on other lots or Association property. No lot owner, occupant, tenant or guest shall throw any debris in any lake, pool, pond, stream or the Harbour Basin or otherwise litter the Association Property.

16.11 Guests: Guests of owners or occupants of lots shall comply with all of the provisions of this Article 16 and reasonable rules and regulations adopted by the Board. Any guest who persistently violates such restrictions, rules or regulations may, at the direction of the Board, be required to leave the Association Property and the owner of such lot being occupied or visited by such guest shall be responsible for any damage to the Association property or other lots committed by such guest, and shall see to it that such guest complies with such restrictions, rules and regulations.

16.12 Regulations: Reasonable uniform regulations concerning and limiting the use of the Association Property may be made and amended from time to time by the Board, as provided by its Articles of Incorporation and By-Laws, and such regulations may include regulations in implementation of this Article as well as others. Copies of such regulations and amendments thereto shall be furnished by the Board to all lot owners.

16.13 Maintenance of Lots: Each lot owner shall maintain or cause to be maintained the exterior of all Permitted Improvements in a good, clean, neat, attractive and high quality manner, including but not limited to periodic cleaning, painting, staining and repairing of exterior surfaces of the buildings, maintenance of landscaping, walks and drives.

16.14 Fences: No fence shall be permitted upon any lot other than such decorative or privacy fences or walls that may be attached to or form an integral part of a dwelling structure, and be approved by the ARB. Nothing contained in this Section shall be deemed to prohibit the screening or caging of a pool or patio area approved by the ARB.

16.15 Docks, Boat Slips and Dockside Areas.

(a) Maintenance of Docks, Boat Slips and Dockside Areas: Each Owner shall be responsible for keeping his boat, boat slip, dock and dockside area in a clean, neat and attractive condition, and in accordance with the rules of the Association. Lot owners shall not cause or permit debris or other matter that may be unsightly or create an unsafe condition to accumulate on the dock or in the dockside area. No lot owner

shall cause or permit trash to be thrown into the Harbour Basin or other waterways adjoining the Harbour Basin, nor shall any lot owner cause or permit the flushing or dumping of sewage or sewage holding tanks into the Harbour Basin.

(b) Use of Boat Slips: Boat slips shall be used for the mooring of pleasure boats only, which boats must be seaworthy and maintained in a neat and attractive condition. Each boat shall be securely moored. Each boat slip shall be for the mooring of but a single boat. Boats moored in boat slips shall not be use as live-aboard boats; provided, however, that this provision shall not be construed to prohibit occasional overnight stays on boats in boat slips, subject to such rules and regulations as may be established by the Association.

(c) Boat Repairs: Boat slips shall not be used for the repair or maintenance of boats moored therein by commercial marine repair personnel, except for emergency repairs. Emergency repairs shall be those reasonably required to prevent damage to the boat or to allow the boat to move under its own power or under tow to a commercial marine repair facility. This provision shall not prevent boat owners from performing minor routine maintenance and repairs, provided same are conducted in a quiet and orderly fashion, and at such times as not to unreasonably annoy other residents or lot owners within the Harbour Basin Community. The Association may promulgate reasonable rules and regulations regarding the hours during which such routine maintenance and repairs may be conducted.

(d) Noise: Nothing shall be done in and about a boat moored in a boat slip or a dock which causes or creates a noise of unreasonable duration or intensity so as to annoy the other residents or lot owners or unreasonably interfere with their use of the Harbour Basin.

(e) Guest Boats: Guest boats may be moored in boat slips in accordance with regulations adopted by the Association.

(f) Registration: The Board may require each Owner to register with it the name, type and length of each boat owned or used by such Owner. Likewise, the Board may require registration of all guest boats, indicating the type, length and name of such guest boat, its captain and his address, and the name of the Owner sponsoring such guest boat.

(g) Regulations: As otherwise provided herein, the Board may from time to time adopt and promulgate reasonable rules and regulations pertaining to matters relating to the usage of docks and boat slips, maintenance of the dockside area, registration of boats, hours for maintenance and other matters provided for herein. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners. The Board shall have primary authority to adopt regulations pursuant hereto, provided that the Board may not adopt regulations inconsistent with,

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or otherwise modify or amend, regulations adopted by the lot owners.

(h) Enforcement: The provisions of this Article, and rules and regulations promulgated pursuant hereto, may be enforced by the Association as generally provided for the enforcement of this Declaration. In addition to the imposition of fines, after notice and hearing, the Board may enter such orders as may be reasonably necessary in order to implement the provisions of this Article and rules and regulations adopted by the Board, including but not limited to, orders suspending or modifying the right of an Owner to use his boat slip, establishing conditions upon such usage and prohibiting or requiring certain activities in order to bring the usage of a boat slip, dock and dockside area into compliance herewith. Upon failure of the Owner to comply with such orders, the Association may maintain a suit for injunction, damages and such other relief as may be appropriate. It is not the intent hereby to grant the Association authority to establish minimum boat sizes, value or type. It is, however, deemed necessary to grant broad authority to the Association in order to assure to the Owners that at all times the Harbour Basin will serve to preserve and enhance the value of the Association Property and provide an attractive visual amenity to the lot owners and their guests.

(i) Initial Assignment of Boat Slip: As otherwise provided, upon acquisition from Developer of a Lot, the Owner shall have assigned to him and his lot the exclusive right of use and enjoyment of a designated boat slip. Standard boat slips shall accommodate boats up to a maximum length of 30 feet. Premium boat slips shall be those that either accommodate boats of a greater length, or have additional value because of the location within the Harbour Basin. A boat slip may not be severed from the lot to which it is appurtenant except in accordance herewith.

(j) Leasing of Boat Slips: No owner may lease his boat slip.

(k) Lifts: It is intended that all boats moored within the Harbour Basin shall be moored in assigned boat slips. Lifts may only be installed and maintained with approval of the Board and in accordance with the terms of this Declaration. No boats shall be lifted higher than two (2) feet about the high tide mark, as measured from the keel of the boat to the water. All such lifts shall be maintained solely at the expense of the lot owner, and shall be maintained in a good, attractive and working condition at all times. No davits shall be allowed.

(l) Utilities: Developer will provide water and limited service electric power to the docks. For those docks having limited service electricity extended by the Developer or the Association, the Association will provide either a separate meter for each boat slip, in which case each lot owner will be responsible for and pay the metered electric charges to the boat slip, either through the Supplier or to the Association as a Service Charge, or if no such meters are provided, then each lot owner desiring to use such electric power shall subscribe for and pay to the association as a Service Charge the cost of such electric service availability, to be

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established from time to time by the Board. The Board may establish different rate categories, taking into consideration the length and type of boat and such other relevant factors as the Board may determine.

16.16 Proviso: Anything herein contained to the contrary notwithstanding, until such time as the Developer has closed the sale of all lots and completed all improvements, neither the lot owners nor the Association, nor the use restrictions of this Declaration, shall interfere with the completion of the contemplated improvements and the sale of the lots by the Developer and such agents as the Developer may appoint. Developer may make such use of the unsold lots and Association property as may facilitate such completion and sale as elsewhere provided, and may continue to use portions of the Association Property in accordance with the reservations contained in Section 11.02.

ARTICLE 17. Architectural Review: No building, fence, wall, improvement, landscaping or other improvements, structures or facilities of any kind shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials and color in relation to the surrounding structures and the Association Property generally by the ARB. Architectural Review shall follow the process and be applicable as provided in this Article, and where otherwise provided in this Declaration.

17.01 Architectural Review Board: For the purposes of carrying out the architectural review process, there is hereby established and Architectural Review Board (the "ARB"). The ARB shall consist of not less than three (3) nor more than seven (7) members, and shall initially consist of three (3) persons. Each member of the ARB shall be appointed by the Board. A member of the ARB may also be a member of the Board, and if the Board determines it may sit as the ARB. Members of the ARB shall serve for terms established by the Board. Until the Developer transfers control of the Association to the lot owners, Developer shall serve as the ARB. Composition of the ARB, procedures for selection of its chairman and other matters internal to the operation of the ARB shall be as provided by the By-Laws.

17.02 Architectural Standards: The ARB may, from time to time, adopt and promulgate Architectural Standards for the lots and Association Property. The Architectural Standards may not be contrary to the provisions of this Declaration or the By-Laws, and shall be consistent with the then existing architectural, structural, aesthetic and environmental concept and original development of the Association. All Architectural Standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All Architectural Standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

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**17.03 When Architectural Review Required:** Architectural Review shall be required in each of the following circumstances:

(a) **Original Construction:** When a lot owner proposes to construct a single family dwelling with related ancillary improvements to his lot. All builders of residences must be approved by the ARB.

(b) **Alteration:** When any alteration or improvement to a lot is proposed by a lot owner after completion of original construction, or when the owner proposes any alteration of existing approved plans and specifications before completion thereof.

(c) **Maintenance:** Whenever any lot owner proposes to maintain or repair a lot in any manner that will result in the application or use of materials of a significantly different type, shape, color or quality than those originally used in the Permitted Improvements.

(d) **Reconstruction:** whenever the Permitted Improvements to a lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and the lot owner proposes to reconstruct, repair or replace the damaged or destroyed improvements.

(e) **Other Circumstances:** Whenever otherwise provided for by the Declaration, By-Laws or rules or regulations adopted pursuant thereto.

**17.04 Matters Included:** Without limitation, approval of the ARB shall be required whenever it is proposed to construct, alter, reconstruct or change any building, paved area, wall, fence, swimming pool, enclosure, landscaping, sod or other planting. No siding of any nature shall be allowed to be used in the construction of a residence or building in Harbour Landings Estates. Exclusive of facias, soffits and trim, all exterior finishes are to be stucco, stucco-like material, brick, stone, or tile. Roofs shall be concrete or clay tile only; no asphalt, fiberglass or metal roofs shall be allowed.

**17.05 Procedure:** Whenever a lot owner proposes any Permitted Improvements for which Architectural Review is required, there shall be submitted to the ARB a written application for approval and at least one complete set of plans and specifications for the proposed construction and landscaping. Such plans and specifications shall include, as appropriate, the following:

(a) A site plan for the lot showing the location, shape and dimensions of all proposed structures, pavement and landscaping to be installed and plant material to be removed.



(b) Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.

(c) Specification of all materials to be used, including description of type, color and nature.

(d) Specification of all plant and other material proposed for landscaping, by plant type and approximate size, including any proposals for mulch, borders, ground cover and irrigation.

(e) Samples of materials and proposed colors for external application.

(f) Such other additional and supplementary information and materials as the ARB may reasonably require.

The ARB may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, description, plans for specifications provide information of reasonably sufficient detail for the ARB to review. The ARB shall review and evaluate all submissions and shall, within thirty (30) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARB shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural standards where applicable. The ARB shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARB may issue conditional approval, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. Failure of the ARB to approve or disapprove within thirty (30) days after receipt of all such material shall be deemed approval.

No work shall proceed except in strict compliance with this Declaration and the approval by the ARB, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARB approval shall be commenced and completed without architectural review and approval by the ARB, or in variance with approved plans and specifications, and the ARB does not indicate disapproval thereof for a period of sixty (60) days after completion of such improvements, then such improvements shall be deemed to have been approved by the ARB. Provided, however, that if during such period after completion of the ARB does indicated its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the ARB. Nothing shall prevent an owner from making application to the ARB for

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approval of improvements already commenced or completed, but during the period of such application the owner shall not perform any more work until the ARB has acted. The ARB shall expedite such application, but shall not have any increased obligation to approve merely because an owner has already commenced or completed improvements in violation of this Declaration.

**17.06 Conditional Landscape Approval:** Because the Association will maintain lawns, but not landscaping, as a common expense, the ARB may grant conditional approval of landscape plans which, because of their design, nature or location, will make the mowing and trimming of lawns more time consuming. Such approval shall be conditioned upon the agreement of the lot owner to pay an additional Service Charge to defray the additional cost to the Association as a result of such proposed landscape plan. Nothing shall require a lot owner to accept such condition, and the lot owner may alter the proposed landscape plan to one that will not necessitate such Service Charge. If, however, a lot owner accepts such condition, he shall agree in writing that he and his lot shall be responsible for such Service Charge, and such agreement shall be recorded among the Public Records of Manatee County, Florida. The Service Charge shall be in a reasonable amount determined from time to time by the Board, but in no event shall it exceed an amount equal to fifty percent (50%) of a lot owner's normal share of the common expense incurred by the Association in carrying out its obligation to maintain lawns hereunder.

**17.07 Routine Procedures:** Where the ARB has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, a lot owner may comply with such standards without formal approval.

**17.08 Appeal:** Unless the Board is serving as the ARB, any person aggrieved by a decision of the ARB may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than ten (10) days after the date on which the decision of the ARB is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the ARB. Failure of the Board to act within such thirty (30) day period shall be deemed a decision in favor of the party appealing as to the point appeal. For the purposes of this Section, an aggrieved party may be the applicant or any three or more lot owners.

**17.09 Rules and Regulations; Fees:** The ARB may adopt reasonable rules and regulations for the conduct of its proceedings. The Board may establish reasonable fees for architectural review.

**17.10 Records:** The ARB shall maintain records and minutes of all its proceedings.

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**ARTICLE 18. Permitted Improvement Restrictions and Architectural Standards:**  
The following shall constitute minimum mandatory, prohibitory and directory architectural, improvement, construction and installation standards hereunder:

**18.01 Lawns:** Not later than thirty (30) days after the completion of Permitted Improvement structures to a lot, the lot owner shall cause the lawn thereof to be sodded with high quality sod of a species approved by the ARB. No lawn shall be seeded, or covered with gravel, stone or any material other than grass of an approved variety.

**18.02 Obligation to Install Trees.** Each lot owner shall, as a part of the original construction of Permitted Improvements, be required to plant two shade trees. Trees planted pursuant to this section shall have a minimum size of 10' in height and a trunk diameter breast height of 2" and a spread of at least 4', whichever is greater. Palm trees shall be a minimum height of 15' in size at planting. Understory trees shall be a minimum of 6' in height and have a 1" diameter breast height at planting. Existing trees and native species that require minimal water and maintenance are preferred. Further, street trees that exist at this time on individual lots may not be removed by the homeowners and shall be preserved and maintained in accordance with the maintenance provisions contained herein.

**18.03 Masts and Antennae:** No mast or antenna, or other similar structure, for the transmitting or receiving of radio or television signals shall be erected, permitted or maintained upon the exterior of any building or elsewhere within the Association Property except as may be approved in writing after architectural review. Provided, however, that one or more master antennae may be erected by the Developer or the Association. Dish antennas may be permitted only in accordance with uniform rules adopted by a two-thirds (2/3) majority of all lot owners in the Association.

**18.04 Vegetation:** No lot owner shall remove live trees or other plant life located upon and within any lot except with approval of the ARB. In no event shall any lot owner remove or cause to be removed any vegetation upon any part of the Association property except under specific authority of the Board. approval of plans after architectural review shall constitute approval for removal of trees and other vegetation from that part of a lot's surface on which the improvements are to be located, and the removal of such other vegetation as is specifically noted on the site plan for removal, unless the approval shall otherwise provide.

**18.05 Residential Size:** Except for a residential structure which is limited because of a specific lot configuration, no residential structure containing fewer than 2500 square feet of air conditioned living area, exclusive of garages, screened-in-porches or open porches, terraces or patios shall be approved or constructed on any lot.

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18.06 Building Lines: The dwelling structure building lines (setbacks) shall be those as prescribed in the final site plan. Any variation from these must first be approved by the ARB and then by appropriate governmental agencies. Further, any proposed pool patio and/or retaining wall which is to extend into the 30' lot setback area must first be approved by the ARB and then by appropriate governmental agencies.

18.07 Utilities: All public or private transmission and service wiring, lines or piping for utilities, including but not limited to, water, sewer, electricity, telephone, gas and television signals, shall be buried and located underground from the point of disconnection or attachment to the external utility service therefor to the building structure, in a manner acceptable to the supplier of the utility, in compliance with applicable governmental codes and as approved after architectural review.

18.08 Driveways: As part of the Permitted Improvements to each lot, each dwelling structure shall have a driveway. All driveways shall be constructed of concrete and the configuration and dimensions of each driveway shall be as approved by the ARB.

18.09 Mailboxes: All mail boxes shall be of uniform design. The Developer will provide choices for mail box purchases. Mail box location will be in accordance with the landscape plan as filed with the final site plan.

18.10 Completion of Structures: Construction of all structures and improvements approved by the ARB must be: (a) commenced within 12 months after the lot owner's purchase of a lot; and (b) substantially completed in accordance with the approved plans and specifications within (12) months after commencement of construction, except that the Board may grant extensions for good cause shown, including those in which the owner has made good faith diligent efforts to complete such construction or the completion is impossible or the result of matters beyond the control of the owner, such as strikes, casualty losses, national emergency or acts of God.

18.11 Environmental Preservations: No owner of property within Harbour Landings Estates may construct or maintain any building re: residential structure, or undertake or perform any filling in the wetlands or wetland buffer areas, unless approval is received from the appropriate regulatory agency. It shall be the responsibility of each owner within Harbour Landings Estates at the time of construction of a building, residence or structure to comply with the approved stormwater management system plans on file with Manatee County and the Florida Department of Environmental Protection.

ARTICLE 19. Compliance, Default and Enforcement: Each lot owner and the Association shall be governed by and shall comply with the terms, provisions, restrictions and limitations of this Declaration, the Articles of Incorporation, By-Laws

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and rules and regulations adopted pursuant thereto, and with said documents and regulations as they may be amended from time to time. Each lot owner and the Association shall likewise comply with the applicable provisions of Florida law. A failure or default in compliance therewith shall entitle the Association or other lot owners to enforce the provisions of such documents in the manner provided in this Article, which provisions shall be in addition to other remedies provided in this Declaration and pursuant to applicable law.

**19.01 Enforcement:** The provisions of this Declaration, the By-Laws and rules and regulations of the Association duly adopted may be enforced by the Board or any lot owner by such remedies as may be provided by such other remedies and means as are provided by the laws of Florida, including but not limited to actions for damages or for injunctive relief, or both, or actions for declaratory judgments. In addition, the Board may impose reasonable fines for non-compliance and default, as set forth from time to time in the By-Laws.

**19.02 Negligence or Intentional Acts:** A lot owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary as a result of his intentional acts or of his neglect or carelessness, or by that of any member of his family, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy or abandonment of a lot or of the Association property.

**19.03 Costs and Attorney's Fees:** In any proceeding or action arising because of an alleged failure of a lot owner or the Association to comply with the terms of this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant thereto, and the documents and regulations as they may be from time to time amended, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be awarded by the court; provided, however, that a court of competent jurisdiction, in its sound discretion may refuse to award attorney's fees to the prevailing party if it finds that the proceeding was not maintained in good faith or was brought in connection with a minor technical violation with an intention to harass.

**19.04 Administrative Remedy:** Anything contained herein to the contrary notwithstanding, no lot owner shall be authorized hereby to maintain any action in a court of competent jurisdiction against any other lot owner for an alleged violation or non-observance of the provisions of this Declaration, the By-Laws and rules and regulations of the Association adopted pursuant thereto, as they may exist from time to time, and the applicable provisions of Florida law, unless such lot owner shall first have filed in writing with the Board a request for the Association to enforce such alleged breach of violation, and the Association shall have failed to enforce such alleged violation. If the Board takes no action within 20 days after receipt of such application, then the Association shall be deemed to have failed to act and such lot

owner may proceed as otherwise authorized. If within such time the Association, by majority vote of its Board, declines to take any steps to enforce such alleged violation, then no such action for enforcement shall be maintained unless brought by not fewer than three lot owners. The provisions of this Section shall not apply to circumstances in which immediate injunctive relief is necessary to give effect to the provisions of such documents. The purpose of this provision is to secure substantial meaningful compliance while minimizing the possibility of harassment of any one or more lot owners by another lot owner for alleged minor technical violations, and the provisions hereof shall be construed to give effect to this intent.

**19.05 Non-Waiver of Rights:** The failure of the Association, Board, ARB or any lot owner, or of the Developer, to enforce any covenant, restriction or other provision of applicable law, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

**ARTICLE 20. Amendments:** Subject to other provisions of this Declaration relative to Amendment, including but not limited to the authority of the Developer to amend, which provisions are excepted from the terms of this Article, this Declaration and the By-Laws of the Association may be amended in the following manner:

**20.01 Notice:** Notice of a proposed amendment and the subject matter thereof shall be included in the notice of any meeting at which such proposed amendment is considered.

**20.02 Resolution:** An amendment may be proposed either by the Board or by the owners of 10% or more of the total number of lots in the Association. An amendment shall be adopted by the affirmative approval of a resolution adopting such amendment, except as elsewhere provided, in the following manner:

(a) The affirmative approval of not less than 75% of the entire membership of the Board, and by the owners of not less than two-thirds of the lots; or

(b) If lot owners other than the Developer are entitled to elect a majority of the members of the Board, by the affirmative approval of the owners of not less than 80% of the total number of lots in the Association.

**20.03 Consideration and Voting:** Upon proposal of an amendment as provided in this Declaration, the President, or in the event of his refusal or failure to act, the Board or any member thereof shall call a meeting of the Association members to be held not sooner than fifteen days nor later than sixty days thereafter for the purpose of considering such proposed amendment. Directors and members not present at the meeting considering the proposed amendment may express their approval or

disapproval in writing, provided that such writing must be delivered to the Secretary prior to the commencement of such meeting.

20.04 Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the lot owners of record in the manner required for the execution of a deed.

20.05 Proviso: Provided, however, that no amendment shall discriminate against any lot owner, nor against any lot, or class or group of lot owners or lots, unless the lot owners so affected and their mortgagees, if any, shall unanimously consent in writing; and no amendment shall alter any lot, except as herein specifically provided; nor reduce the share of the common expenses, unless the owner of the lots concerned and all record owners of mortgages on such lots shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended. No amendment may make any change in the nature of the improvements and residential character of this Association unless all the lot owners of record and all of the owners of record of all mortgagees upon lots in the Association shall join in the execution of the amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer.

20.06 Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted and in what manner the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required for a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Manatee County, Florida.

ARTICLE 21. Termination: The Declaration may be terminated in any manner provided by applicable law or pursuant to this Article:

21.01 Agreement: The Declaration may be terminated at any time by the agreement in writing of all of the owners of record of the lots and Association Property and by all of the record owners of mortgages upon the lots therein.

21.02 Effect of Termination: Upon termination of the Declaration, the Association Property shall be owned in common by the lot owners in equal shares as tenants-in-common. Any interest in a lot owned by one other than a lot owner, as that term is defined herein, shall not be impaired by such termination, but shall be transferred to the undivided share in the Association Property attributable to the lot originally encumbered by the lien in its same priority.

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21.03 Non-Amendment: This Article shall not be amended without the unanimous written consent of each member of the Board of Directors and the written consent of eighty-five (85%) of all lot owners and the owners or record of all Institutional Mortgages upon the lots in the Association.

ARTICLE 22. Additional Rights of Institutional Mortgagees: In addition to any rights provided elsewhere in this Declaration, any Institutional Mortgagee who makes a request in writing to the Association for the items provided in this Article shall have the following rights:

22.01 Annual Financial Statements: Annual financial statements will be furnished to lot owners on request and at a nominal charge by the Association.

22.02 Notice of Meetings: Lot owners will be given written notice by the Association of the call of a meeting of the lot owners to be held for the purpose of considering any proposed amendment to this Declaration or the By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

22.03 Notice of Default: Lot owners will be given written notice of any default an owner of any lot encumbered by a mortgage held by such an Institutional Mortgagee in the performance of such lot owners obligations under the Declaration, Articles, By-Laws or regulations and which is not cured within 30 days.

22.04 Insurance Endorsements: Insurance endorsements are to be given covering the Association property, limited Association property and the lots, if applicable. Any such endorsement shall require that such Institutional Mortgagee be given notice of cancellation of such policy.

22.05 Examination of Books and Records: Upon reasonable notice, lot owners may examine the books and records of the association during normal business hours.

ARTICLE 23. Notices: Whenever a notice is provided for in this Declaration, the By-Laws, or under applicable law, such notice shall be in writing and shall be addressed to the Association at the mailing address of the Association, or at such other address as may hereafter be provided. Notice to a lot owner shall be sent to the mailing address of such lot owner as reflected on the records of the Association. The Association or Board may designate a different address or addresses for notices to them respectively, giving written notice of such change of address to all lot owners at such time. Any lot owner may designate a different address or addresses for notice to him by giving written notice of his change of address to the Association. Notices as addressed provided herein shall be deemed delivered when mailed by United States mail, postage prepaid.

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Whenever specifically provided herein, or whenever a time period or obligation shall commence to run from receipt of a notice, such notice shall be mailed registered or certified with return receipt requested, or delivered in person with either a written acknowledgment of receipt therefor or an affidavit of delivery by the person requiring same.

**ARTICLE 24. Covenants:** The provisions of this Declaration and the By-Laws and the rights, obligations and easements established thereby, shall be deemed to be covenants and equitable servitudes running with the land so long as the land remains subject to this Declaration and shall enure to the benefit of and be binding upon each and every of the lot owners, their respective heirs, personal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees and all others claiming by, through, under or against them. by the recording or acceptance of a deed conveying a lot or any interest therein or any ownership interest in or lien against the property whatsoever, the persons to whom such lot or interest is conveyed or transferred shall be deemed to have accepted and agreed to be bound by, and subject to all of the provisions of applicable law, this Declaration and the By-Laws and the rules and regulations adopted pursuant thereto, as such documents may be amended from time to time.

**ARTICLE 25. Miscellaneous Provisions:**

**25.01 Exemption From Liability:** No owner of a lot may exempt himself from liability for assessments against such lot by waiver of the use and enjoyment of any of the Association property or by the abandonment of his lot.

**25.02 Taxation:** The owner of each lot shall pay all taxes, including ad valorem taxes, associated with the Property Appraiser of Manatee County, or associated with such other future legally authorized governmental officer or authority having jurisdiction over such matters. Each lot owner shall be solely responsible for all taxes and special governmental assessments that are separately assessed against his lot.

**25.03 Severability:** If any of the provisions of this Declaration or of the Articles of Incorporation or By-Laws of the Association or rules or regulations adopted pursuant thereto, or any amendments thereto, or of applicable law, shall be held invalid, in whole or in part, by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions of such documents.

**25.04 Interpretation:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration and the By-Laws shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a Homeowners' Association. This Declaration, the Articles of Incorporation and By-Laws, the exhibits hereto, amendments hereto, and

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regulations adopted shall be construed under the laws of Florida.

25.05 Captions: The captions used throughout this Declaration are for convenience only and have no significance in the interpretation of the body of this Declaration.

25.06 Reference to this Document: This document may be referred to as the Declaration. References to the book and page in which the subdivision plat may be recorded shall be deemed, where appropriate, to refer to this Declaration.

Signed, sealed and delivered  
in the presence of:

KRIZMANICH MANATEE HOLDINGS, INC.

Dorothy Dillenkoffe  
Witness

By: Michael Krizmanich Pres  
Michael Krizmanich, as President

DOROTHY DILLENKOFFER  
Printed Name of Witness

George E. Everhart  
Witness

George E. Everhart  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March 1997 by MICHAEL KRIZMANICH, as President of KRIZMANICH MANATEE HOLDINGS, INC., who is personally known to me or who has produced Personally Known to me as identification.

Dorothy Dillenkoffe  
Notary Public

My Commission Expires:

DOROTHY DILLENKOFFER  
Printed Name of Notary Public

SEMINOLE FINANCE  
5801 ULMERTON ROAD, SUITE 203  
CLEARWATER, FL 34620

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HARBOUR LANDINGS *ESTATES*  
~~CONDOMINIUM~~

DESCRIPTION:

FROM A CONCRETE MONUMENT FOUND AT THE N.W. CORNER OF GUTHRIE STREET AND SECOND AVENUE, AS INDICATED ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA: RUN N 64°00'45" W ALONG THE NORTH LINE OF SAID GUTHRIE STREET, A DISTANCE OF 180.00 FEET; AND N 25°52'13" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 25°52'13" E, A DISTANCE OF 730 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF PALMA SOLA BAY; THENCE MEANDER NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 285 FEET MORE OR LESS TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SECOND AVENUE (128TH STREET WEST); THENCE N 25°52'13" E ALONG SAID PROLONGATION, A DISTANCE OF 180 FEET MORE OR LESS TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 19°40'31" E, AT A DISTANCE OF 1525.62 FEET, SAID POINT ALSO BEING ON THE MANATEE COUNTY BULKHEAD LINE; THENCE ALONG SAID BULKHEAD LINE THE FOLLOWING TWO COURSES, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'31", A DISTANCE OF 347.71 FEET TO THE P.T. OF SAID CURVE; AND S 83°23'00" E, A DISTANCE OF 1495.19 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF BLOCK 17 OF SAID AMENDED PLAT OF CORTEZ; THENCE S 25°52'13" W, A DISTANCE OF 1016.06 FEET TO THE N.E. CORNER OF SAID BLOCK 17; THENCE S 64°00'45" E, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF THE VACATED RIGHT OF WAY ADJACENT TO SAID BLOCK 17; THENCE S 25°52'13" W, AND PARALLEL TO THE EAST LINE OF SAID BLOCK 17, A DISTANCE OF 1057.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 42ND AVENUE WEST, SAID POINT ALSO BEING A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 29°40'09" E, AT A DISTANCE OF 166.32 FEET; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'35", A DISTANCE OF 119.33 FEET TO THE P.T. OF SAID CURVE; AND N 19°13'16" W, A DISTANCE OF 107.73 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 152.50 FEET; AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°43'16", A DISTANCE OF 28.54 FEET TO THE P.R.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 232.50 FEET; AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°39'30", A DISTANCE OF 136.58 FEET TO THE P.C.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 327.50 FEET; AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°30'30", A DISTANCE OF 414.45 FEET TO THE P.T. OF SAID CURVE; AND S 65°20'00" W, A DISTANCE OF 40.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 142.50 FEET; AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'32", A DISTANCE OF 44.00 FEET TO THE P.T. OF SAID CURVE; AND S 83°01'32" W, A DISTANCE OF 118.53 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 72.50 FEET; AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°08'28", A DISTANCE OF 41.94 FEET TO THE P.T. OF SAID CURVE; AND N 63°50'00" W, A DISTANCE OF 16.21 FEET; THENCE N 26°10'00" E, A DISTANCE OF 71.01 FEET; THENCE N 19°36'28" E, A DISTANCE OF 460.46 FEET; THENCE N 53°34'15" W, A DISTANCE OF 577.95 FEET; THENCE N 71°56'13" W, A DISTANCE OF 163.65 FEET; THENCE N 64°07'47" W, A DISTANCE OF 330.00 FEET; TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 34 AND 35, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 61.16 ACRES, MORE OR LESS

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**HARBOUR LANDINGS ESTATES, A SUBDIVISION**  
**LISTING OF HOLDINGS**

The following is a complete listing of all common open space and improvements of the Harbour Landings Estates Association, Inc., a non-profit Florida corporation. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described and depicted on the plat as "Tracts A, B, C, D, and E".

1.     TRACT "A"   Consists of a Private Road Right-of-way.
2.     TRACT "B"   Consists of the Recreation Area, Lift Station and Irrigation Well.
3.     TRACT "C"   Consists of a Stormwater Treatment Pond and a 20' Public Drainage Easement.
4.     TRACT "D"   Consists of an Existing Water Way (Boat Basin), 20' Public Drainage Easement, 5' Non-Docking Easement, Existing Seawall, 6' Pedestrian Easement, and Island Conservation Easement.
5.     TRACT "E"   Consists of a Conservation Easement, 4' Wood Walkway, 5' Docking Easement, and Observation Deck.

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## CONSERVATION EASEMENT

In consideration of the premises and mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, KRIZMANICH MANATEE HOLDINGS, INC., a Florida corporation, whose address is 5801 Ulmerton Road, Suite 203, Clearwater, Florida 34620 ("Grantor"), as owner of the property described on attached ~~Exhibit "A"~~, and on behalf of itself and its successors, heirs and assigns, grants and gives to MANATEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 ("Grantee"), a Conservation Easement pursuant to Section 704.06, Florida Statutes (1995) over the above-described property of the Grantor.

Specifically, unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without the prior consent of Grantee:

- \* Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- \* Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- \* Dumping or placing of soil or other material as landfill or dumping or placing trash waste, unsightly or offensive materials.
- \* Removal, mowing or trimming of trees, shrubs or other vegetation.
- \* Application of herbicides, pesticides or fertilizers.
- \* Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- \* Surface use except for purposes that permit the land or water areas to remain in its natural state.
- \* Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

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Dated this 18th day of November, 1997 in Clearwater, Florida.

Witnesses:

Krizmanich Manatee Holdings, Inc., a Florida Corporation

By: Michael Krizmanich

Michael Krizmanich, President

Patricia Santos  
Type name: Patricia Santos

George Everhart  
Type name: George Everhart

Dorothy Dillenkoffer  
Type name: Dorothy Dillenkoffer

James Cascio  
Type name: James Cascio

**NOTARY ACKNOWLEDGEMENT**

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this 19th day of November, 1997, by Michael Krizmanich, President, on behalf of Krizmanich Manatee Holdings, Inc., a Florida Corporation who is (XX) personally known to me or ( ) has produced identification

NOTARY SEAL:



Dorothy Dillenkoffer  
Print name of Notary  
Dorothy Dillenkoffer

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HARBOUR LANDINGS *ESTATES*  
CONDOMINIUM

DESCRIPTION:

FROM A CONCRETE MONUMENT FOUND AT THE N.W. CORNER OF GUTHRIE STREET AND SECOND AVENUE, AS INDICATED ON THE AMENDED PLAT OF CORTEZ ADDITION TO CORTEZ, RECORDED IN PLAT BOOK 2, PAGE 59, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA: RUN N 64°00'45" W ALONG THE NORTH LINE OF SAID GUTHRIE STREET, A DISTANCE OF 180.00 FEET; AND N 25°52'13" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 25°52'13" E, A DISTANCE OF 730 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF PALMA SOLA BAY; THENCE MEANDER NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 285 FEET MORE OR LESS TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SECOND AVENUE (128TH STREET WEST); THENCE N 25°52'13" E ALONG SAID PROLONGATION, A DISTANCE OF 180 FEET MORE OR LESS TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 19°40'31" E, AT A DISTANCE OF 1525.62 FEET, SAID POINT ALSO BEING ON THE MANATEE COUNTY BULKHEAD LINE; THENCE ALONG SAID BULKHEAD LINE THE FOLLOWING TWO COURSES, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'31", A DISTANCE OF 347.71 FEET TO THE P.T. OF SAID CURVE; AND S 83°23'00" E, A DISTANCE OF 1495.19 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF BLOCK 17 OF SAID AMENDED PLAT OF CORTEZ; THENCE S 25°52'13" W, A DISTANCE OF 1016.06 FEET TO THE N.E. CORNER OF SAID BLOCK 17; THENCE S 64°00'45" E, A DISTANCE OF 25.00 FEET TO THE CENTERLINE OF THE VACATED RIGHT OF WAY ADJACENT TO SAID BLOCK 17; THENCE S 25°52'13" W, AND PARALLEL TO THE EAST LINE OF SAID BLOCK 17, A DISTANCE OF 1057.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 42ND AVENUE WEST, SAID POINT ALSO BEING A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 29°40'09" E, AT A DISTANCE OF 166.32 FEET; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES; NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'35", A DISTANCE OF 119.33 FEET TO THE P.T. OF SAID CURVE; AND N 19°13'16" W, A DISTANCE OF 107.73 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 152.50 FEET; AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°43'16", A DISTANCE OF 28.54 FEET TO THE P.R.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 232.50 FEET; AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°39'30", A DISTANCE OF 136.58 FEET TO THE P.C.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 327.50 FEET; AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°30'30", A DISTANCE OF 414.45 FEET TO THE P.T. OF SAID CURVE; AND S 65°20'00" W, A DISTANCE OF 40.00 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 142.50 FEET; AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°41'32", A DISTANCE OF 44.00 FEET TO THE P.T. OF SAID CURVE; AND S 83°01'32" W, A DISTANCE OF 118.53 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 72.50 FEET; AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°08'28", A DISTANCE OF 41.94 FEET TO THE P.T. OF SAID CURVE; AND N 63°50'00" W, A DISTANCE OF 16.21 FEET; THENCE N 26°10'00" E, A DISTANCE OF 71.01 FEET; THENCE N 19°36'28" E, A DISTANCE OF 460.46 FEET; THENCE N 53°34'15" W, A DISTANCE OF 577.95 FEET; THENCE N 71°56'13" W, A DISTANCE OF 163.65 FEET; THENCE N 64°07'47" W, A DISTANCE OF 330.00 FEET; TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 34 AND 35, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AND SECTION 3, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 61.16 ACRES, MORE OR LESS

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**RIGHT OF ENTRY AND COMPLIANCE WITH  
MANATEE COUNTY LAND DEVELOPMENT CODE**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990, by the Board of County Commissioners of Manatee County, Florida, requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Harbour Landings Estates Declaration of Covenants, Conditions and Restrictions:

- I. **Right Of Entry By County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas as may be necessary to perform those duties.
- II. **Ownership Of The Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance Of Common Areas.** No lands in the Common Areas shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance And Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed proratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.
- V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

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