CANCELLATION AND AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TARPON WOODS SECOND ADDITION (AS AMENDED)

RECITALS

1. CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida corporation, hereinafter referred to as "CROSSWICKS", is the fee simple owner of all the following-described property, situate, lying and being in the County of Pinellas, State of Florida, more particularly described as follows:

Lots 1 through 54, inclusive, according to the plat of TARPON WOODS SECOND ADDITION, as recorded in Plat Book 77, Pages 68 and 69 of the Public Records of Pinellas County, Florida. A portion of said property has been re-platted as Lots One (1) through Eighty (80) inclusive, and Tracts A and B, according to the TARPON WOODS SECOND ADDITION REPLAT filed October 31, 1979 in Plat book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

2. TARPON WOODS GOLF AND TENNIS CLUB, INC., the then fee simple owner of the above described property recorded among the public records of Pinellas County, Florida, in O.R. Book 4700, Pages 1997 through 2002, inclusive, on the 26th day of May 1978, Covenants, Restrictions and Conditions and the same were amended any instrument filed June 19, 1978, in O.R. Book 4711, Pages 545 and 546 of the Public Records of Pinellas County, Florida, and;

3. CROSSWICKS desires to amend the existing covenants, conditions and restrictions of TARPON WOODS SECOND ADDITION AS AMENDED. This amendment shall be effective on the date it is filed in the Public Records of Pinellas County, Florida and such action is taken in compliance with paragraph twenty-three (23) of the existing covenants, conditions and restrictions concerning the property described herein.

NOW, THEREFORE, CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation, authorized to do business in the State of Florida, the owner in fee simple of all of the following-described property, situate, lying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 54, inclusive, according to the plat of TARPON WOODS SECOND ADDITION, as recorded in Plat Book 77, Pages 68 and 69 of the Public Records of Pinellas County, Florida; a portion of which is now known as Lots One (1) through Eighty (80) inclusive, and Tracts A and B, according to the TARPON WOODS SECOND ADDITION, REPLAT filed October 31, 1979 in Plat Book 81 Pages 2 and 3 of the Public Records of Pinellas County, Florida.

hereby amends the Covenants, Restrictions and Conditions, recorded in O.R. Book 4700 Pages 1997 through 2002, as amended by instrument filed June 19, 1978 in O.R. Book 4711, pages 545 and 546 of the Public Records of Pinellas County, Florida, to delete each and every provision of the existing covenants, conditions and restrictions and substitute therefor the following Declaration of Covenants, Conditions, Restrictions and Easements for Lots 1 through 80 inclusive, TARPON

WOODS SECOND ADDITION REPLAT: filed October 31, 1979 in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS

Concerning Lots One (1) through Eighty (80) inclusive, of TARPON WOODS SECOND ADDITION REPLAT (A Subdivision of Pinellas County, Florida) as recorded October 31, 1979 in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

MADE THIS 12th day of December, 1979, by CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns.

WHEREAS, CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation, is the owner of the real property described above, and

WHEREAS, CROSSWICKS CONSTRUCTION COMPANY, INC., desires to enhance and protect the value and attractiveness of the subdivision and its individual lots,

NOW, THEREFORE, CROSSWICKS CONSTRUCTION COMPANY, INC., declares that the real property described above and each part thereof shall be held and conveyed only subject to the covenants, conditions, restrictions and easements set forth in this Declaration. The matters contained herein shall constitute covenants running with the land and shall bind all parties claiming any right, title or interest in or to any part of the subdivision.

ARTICLE I.

DEFINITIONS

The following words, for purposes of this Declaration, shall have the indicated meanings:

A. "Association" means the corporate entity responsible for ownership and maintenance of common areas and facilities and other areas as indicated in this Declaration.

B. "Common Expense" means all expenses and assessments properly incurred by the Association for the common areas and facilities and other proper activities of the Association. These expenses include:

1. Expenses of administration and the expenses of maintenance, management, operation, repair or replacement incurred by the Association in carrying out its duties to the membership.

2. Expenses declared as common expenses by this Declaration or the Board of Directors of the Association pursuant to its By-Laws.

3. Any valid charge against the Association or property owned by it.

C. “Developer” shall mean CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation, its successors and assigns provided the terms “successors and assigns" shall not include those purchasers, in the ordinary course of business, of individual lots from CROSSWICKS CONSTRUCTION COMPANY, INC.

D. “Lot” shall mean any residential lot as shown on the recorded subdivision map.

E. “Owner” shall mean the record owner of fee simple title to any lot which is a part of the subdivision, and which is also included in this Declaration.

F. “Utilities” shall mean electricity, gas, water, garbage, sewer and community cable TV system. (Amended 10/31/1986 OR Book 6350/998)

G. “Subdivision" Means lots 1-80 of THE MEADOWS OF TARPON WOODS being Tarpon Woods Second Addition Re-Plat and that property designated as the “Future Development Parcel" as shown on Tarpon Woods Second Addition, Replat, recorded in Plat Book 81, Pages 2 and 3 also known as Lots 38, 39, 40 and 41 of Tarpon Woods Second Addition as recorded in Plat Book 77, Pages 68 and 69, less and except that portion of Lot 38 platted as Tarpon Woods Second Addition, Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida. (Amended 11/15/1991 OR Book 7733/1767)

ARTICLE II.

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Every person or entity who is a record owner of the fee simple interest in any lot within the subdivision, and which is subject to this Declaration, shall be a member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Voting rights are as set forth in the By-Laws of the Association. Copies of the Association’s Articles of Incorporation and By-Laws are attached hereto as Exhibits B and C respectively.

ARTICLE III.

DEVELOPMENT PLAN

A. GENERAL. The subdivision is being developed in seven (7) phases. The initial phase comprises 22 lots (Lots 59- through 80) as shown in the plat. It is the Developer’s intention to add the succeeding phases in accordance with the schedule attached hereto as Exhibit A. Although the schedule at Exhibit A represents the Developer’s estimate of the latest completion date of each phase and the Developer presently intends to complete development of all phases, the Developer shall not be required to complete any phase, or to complete the development of this subdivision.

B. RECREATION FACILITIES. As development progresses by phase, the Developer shall convey the recreational area to the Association by Warranty Deed as indicated in Exhibit A to this Declaration. The Association shall accept title and hold the same for the benefit of all then existing and future owners of lots within the subdivision which are subject to this Declaration. Exhibit A indicates all recreational and other common facilities which may be conveyed to the Association in accordance with the Developer's planned phase development. The Developer may, in its discretion, convey additional recreational or other facilities to be used in common by lot owners. In the event, however, the Developer is unable to complete a particular phase of the development then recreational and other common facilities intended to be added with that phase, may, in the Developer's discretion, not be added.

C. OWNERSHIP OF COMMON FACILITIES AND RECREATIONAL AREAS. The corporate association, upon acceptance of the deed to any common facility or recreational areas, shall be the sole owner of the property described therein. The Association shall not, except upon approval of all lot owners, convey any portion of the common areas or facilities, but shall hold title to the same in trust for the benefit of all lot owners forever.

D. EXPENSES RELATED TO THE COMMON FACILITIES AND RECREATIONAL AREAS. All costs, including maintenance, repair, upkeep, insurance and taxes related to the common facilities and recreational areas are declared to be common expenses and shall be apportioned equally among lot owners.

E. AMENDMENT TO PLANS. The Developer reserves the right to change the design and size of the residences to be constructed, to alter the common boundaries and party walls between residences, and to alter the dimensions of any lot so long as the Developer owns the lots or residences affected. Developer may reapportion, as between the altered lots or residences, the shares of expenses for common facilities and areas to be borne by those units.

ARTICLE IV.

EASEMENTS

A. EASEMENTS GRANTED BY THE DEVELOPER. The Developer hereby grants to the Association its members and their heirs, successors and assigns, an easement for ingress and egress over the streets, walks, paths, driveways and other rights-of-ways serving the subdivision as may be necessary for reasonable access to the public ways.

B. EASEMENTS RESERVED BY THE DEVELOPER.

1. Utility easements are reserved by the Developer on, over and through the subdivision common areas and individual lots as may be required by Developer or by the Association to serve the subdivision and the individual lots with utility services (including a Community Cable Television System) and drainage. (Amended 10/31/1986 OR Book 6350/998)

2. Easements for ingress and egress are reserved to Developer and its prospective purchasers for pedestrian traffic over, through and across sidewalks, walkways, streets and common areas, and for vehicular traffic and off street parking over, through and across such portions of the common areas as may be intended for vehicular traffic and parking.

3. Developer reserves to itself such easements for ingress and egress on, over and through the common areas and other subdivision property as may be required for construction of common facilities and individual residences. Developer further reserves to itself the right to store construction equipment and materials on the subdivision property in such amounts and for such periods as may be required to complete construction of the improvements to this subdivision and to maintain a construction office and construction equipment on the premises.

4. Easement of unintentional and non-negligent encroachments. If a structure shall encroach upon any common area, or upon any lot, by reason of original construction, or by the unintentional or non-negligent act of any lot owner, or the agents of such owner or owners, then an easement appurtenant to such encroaching construction, to the extent of such encroachment, shall exist as long as such encroachment shall actually exist. In the event that any portion of any common area shall encroach upon any individual lot by reason of original construction, or by the unintentional or non-negligent act of the Association or its agents, then an easement appurtenant to such common areas shall exist to the extent of the encroachment for so long as such encroachment shall exist.

5. The Association shall have an easement through all lots and residences as may be necessary to fulfill its obligations of repair and maintenance as described at Article VI hereof.

C. EASEMENTS RESERVED IN COMMON AREAS FOR USE BY FUTURE PHASES. The Developer reserves to itself easements in gross over, under and through any of the common areas to:

1. Provide use of the common areas and facilities by owners of lots in future phases to the same extent as if the common areas were within the subsequently constructed phases.

2. Provide owners of lots in subsequently constructed phases ingress and egress to their lots and to the common areas and facilities.

3. Permit Developer or its successors to provide utility services and drainage to adjacent or contiguous property owned by the Developer whether or not that contiguous property is part of the subdivision.

ARTICLE V.

MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

A. OBLIGATION AND LIEN FOR ASSESSMENTS. Each owner of any lot within this subdivision, by acceptance of a deed therefor, and whether

or not it shall be so expressed in such deed, covenants and agrees to pay to the Association such annual assessments or charges the Association may from time to time levy, and such special assessments for capital improvements as may, from time to time, be established by the Association. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such lot at the time the assessment became due. Any institutional mortgagee holding a first mortgage of record, any purchaser who obtains title to a lot through foreclosure of a first mortgage and sale of the lot, or any institutional first mortgagee who receives title by deed in lieu of foreclosure, shall not be liable for assessments against the lot which became due prior to acquisition of title. The unpaid share of common expenses or assessments shall be deemed a common expense of the association and shall be collectible from all owners of all lots within the subdivision.

B. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the subdivision.

C. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. The Association may, through its Board of Directors, levy any special assessment for capital improvement as it deems is in the best interests of the owners of the subdivision, provided, however, that such assessment shall be consented to by two thirds of the vote of each class of the Association membership. Written notice of any meeting of the membership at which consent for a special assessment will be sought shall be provided to the owners of each unit, not less than 30 nor more than 60 days prior to the date of the meeting. The notice shall contain:

1. An explanation of the purpose of the special assessment.

2. The amount of the total assessment and the proportionate amount of the total which will be the obligation of the lot.

3. An estimate of the additional expense which will be incurred by the Association for maintenance of the proposed improvement on an annual basis, showing both the total annual maintenance cost and the portion of that total for which the lot will be obligated.

4. Proxy forms which the unit owners may use to nominate another member of the Association, or its management, to cast their vote at the meeting.

D. RATE OF ASSESSMENT. Annual and special assessments established by the Association shall be charged to each lot owner in equal amounts. Annually, and within 45 days of the close of the Association's fiscal year, the Association shall determine the next year's budget and assessments. Each lot owner shall be provided a copy of the next year's budget, which shall include the amount of each lot's monthly and annual assessment. Should the budget adopted by the Board of Directors require assessment against owners exceeding 115% of the

assessments for the preceding year, the Board, upon written application of 10% of the owners to the Board, shall call a special meeting of the owners within 30 days, upon not less than 10 days nor more than 60 days written notice to each owner. At the special meeting, the owners shall consider, and upon a majority vote, shall adopt a budget.

E. SUBORDINATION OF LIEN. The lien for assessments provided herein is subordinate to the lien of any institutional first mortgage; any mortgage owned or insured by the Federal Housing Administration (FHA); and any mortgage owned or insured by the Veterans Administration (VA).

ARTICLE VI.

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for maintenance of the subdivision property, the lots, and improvements therein, and restrictions upon the alteration and improvement thereof, is as follows:

A. By the Association. The Association shall, at the Association's Expense:" (Amended 10/31/1986 OR Book 6350/998)

1. (Deleted 2/18/2019 OR Book 20433/40)

2. Contract for routine maintenance of all lawns and shrubbery, including those on individually owned lands, Routine maintenance is defined and limited to mowing, fertilization, and weed and insect control." (Amended 10/31/1986 OR Book 6350/998) (Amended 2/18/2019 OR Book 20433/40)

3. The Association may permit owners to contract for painting and/or other exterior additions or alterations upon written application and approval by the Association." (Amended 10/31/1986 OR Book 6350/998) (Amended 2/18/2019 OR Book 20433/40)

4. Maintain, repair and replace the recreational and other common areas and improvements thereto. (Amended 10/31/1986 OR Book 6350/999)

5. Replace cable TV converter boxes and remote control units should they be lost or damaged. All other maintenance of the cable system is provided by the cable company. (Amended 10/31/1986 OR Book 6350/999)

6. Maintain the lake to the extent of its primary purpose as a drainage easement. The Association shall limit its annual expenditure to an amount to be determined by the Association as being properly and equitably assessable to all the lot owners in the subdivision. (Amended 10/31/1986 OR Book 6350/999)

B. By the lot owner. The lot owner shall: (Amended 10/31/1986 OR Book 6350/999)

1. Maintain, repair and replace, at his/her expense, all portions of his/her lot, which includes the exterior of the house. Repair of shrubs, trees, lawns and sprinkler systems is the responsibility of

the lot owner. In order to maintain the highest aesthetic quality of the Community and to facilitate lawn maintenance provided by the Association, lawn replacement shall be with St. Augustine type grass. Should the lot owner fail to repair or replace damaged lawns, shrubs or trees, the Association had the right but not the obligation to arrange for such repair, replacement or removal as it deems appropriate and assess the lot owner for all charges. The lot owner shall comply within 60 days from date of notice by the Association. (Amended 10/31/1986 OR Book 6350/999) (Amended 2/18/2019 OR Book 20433/40)

2. Not paint or otherwise decorate or change the appearance of any portion of the exterior of the residential building without the prior written approval of the Board of Directors of the Association. (Amended 10/31/1986 OR Book 6350/999)

3. Promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

4. Not construct any structure in the lake or upon his property without the prior written approval of the Association and not plant or remove any bush, shrub, tree or other vegetation that will substantially change the original landscaping without prior written approval of the Association. (Amended 10/31/1986 OR Book 6350/999)

C. Alterations and improvements. Except as reserved to the Developer, neither a lot owner nor the Association shall alter any portion of a building, including lawns and shrubbery, which are to be maintained by the Association, or remove any portion thereof, or to make any additions thereto, or do anything that would jeopardize the safety or soundness of the residential building or impair any easement without first obtaining approval in writing from owners of all lots on which such work is to be done and the approval of the Board of Directors of the Association." (Amended 10/31/1986 OR Book 6350/1000)

ARTICLE VII.

INSURANCE

A. COMMON AREAS OWNED BY THE ASSOCIATION

1. Authority to Purchase. All insurance policies upon the common areas shall be purchased by the Association, and the named insured shall be the Association.

2. Coverage. All buildings and improvements, including swimming pool and the like within the subdivision, except those portions which are to be owned in fee simple by the individual lot owners, shall be insured in such amounts as are determined annually by the Board of Directors of the Association. Coverage shall afford protection against loss or damage by fire and other hazards covered by a standard coverage endorsement and such other risks as from time to time shall be customarily covered with respect to improvements on the land, including, but not limited to, vandalism and malicious mischief. The Association shall also purchase: (Amended 10/31/1986 OR Book 6350/1000)

a. Public liability insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association.

b. Workmen's compensation as may be required to meet the requirements of law.

c. Such other insurance as the Board of Directors of the Association shall deem appropriate."

B. LOT OWNERS' PROPERTY

Lot owners may be required by the Board of Directors of the Association to carry fire and casualty insurance upon the improvements on their property in an amount sufficient to meet the re-building requirements of this Declaration or furnish proof of self-insurance capacity in a manner acceptable to the Board.

ARTICLE VIII.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. COMMON AREAS - In the event the damaged improvement is on a common area, the damaged improvement shall be reconstructed or repaired.

B. ESTIMATES OF COSTS - Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain estimates of the costs to rebuild or repair.

C. ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs therefor are insufficient, assessments shall be made equally against all lot owners in sufficient amounts pay the costs or repair or reconstruction.

D. LOT OWNERS PROPERTY- If any part of the lot owner's property be damaged by casualty, the lot owner shall be required to reconstruct the property to the extent possible, in the manner in which it existed prior to the casualty, with reconstruction plans subject to the prior approval of the Board of Directors of the Association. Should the lot owner fail to present plans for reconstruction and repair to the Board of Directors for approval within 60 days of the casualty, and commence reconstruction or repair within 30 days after the Board has approved the plan, the Board may authorize reconstruction and the costs therefor shall become a lien against the lot owner's property, which shall be enforceable as an assessment lien.

ARTICLE IX.

USE RESTRICTIONS

The subdivision shall be occupied only by its lot owners and used only as follows: (Amended 2/20/2007 OR Book 15644/2007)

A. Each lot shall be used as a residence by its lot owners for a single family and for no other purpose. Leasing and rental of lots is prohibited. The foregoing shall not be deemed to prohibit occupancy of the lot by the mother, father, sister, brother or child in the absence of the lot owner. Any occupancy of a lot by a person providing consideration directly or indirectly to the owner of that lot while the owner of the lot resides elsewhere shall be deemed a lease or rental of that lot. (Amended 2/20/2007 OR Book 15644/2007)

B. No business of any kind shall be conducted in any residence, with the exception of the business of the Developer and its transferees in developing and selling all the lots of the subdivision.

C. No obnoxious or offensive activity shall be carried on, in or about any property.

D. No sign of any kind shall be displayed to public view on a lot, residence or in the recreation area without the prior written consent of the Association, except customary name and address signs.

E. Nothing shall be done or kept on a lot or on the recreation areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or on the recreation areas, which would result in the cancellation of insurance on any residence or on any part of the recreation areas, or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on the recreation areas. Dogs, cats and other household pets may be kept on lots and units, subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes.

G. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on any common area except in sanitary containers located in appropriate areas as may be defined by the Association.

H. Prior to the start of any construction for or upon any residence on any lot, and before application is made to the authorities for the building permit, the construction plans and specifications must be reviewed and approved in writing by the Board of Directors of the Meadows of Tarpon Woods Homeowners Association. The Board of Directors shall have fifteen (15) days to review the plans and specifications. If the Board of Directors shall fail to reject an application for construction within fifteen (15) days of receipt of a complete set of plans, said application shall be deemed accepted. No residence

shall be approved by the Board of Directors unless the total width of the proposed garage door(s) is 16 feet or larger and each approved residence shall include a concrete driveway of not less than 16 feet in width. The Board of Directors may publish from time to time such other and further guidelines for new construction as may be necessary to protect the values of the properties within the subdivision, and which are consistent with the theme, quality, style, and aesthetics of the subdivision as a whole and as to any specific lot in relation to its size, location and adjacent construction. Any subsequent change from the original approved plans that would alter the size or outward appearance of the residence must also be approved in writing by the Board of Directors before the changes are initiated.

No out-building, basement, tent, shack, garage, shed, trailer or temporary building of any kind shall be used as a residence either temporarily or permanently. All residences shall have a garage and no garage shall be altered or reconstructed to the extent that it would render it unsuitable for garaging vehicles. (Amended 10/31/1986 OR Book 6350/1000).(Amended 11/15/1991 OR Book 7733/1767-1768)

I. No boats, trailers, recreational vehicles, pickup trucks, or other private or commercial trucks shall be parked or stored on the property, except temporary parking for no more than four (4) hours.

J. Nothing shall be altered in, constructed on, or removed from the recreational areas or other common areas, except upon the written consent of the Association.

K. The Developer or his transferees shall undertake the work of developing all lots included within the subdivision. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing that is contained in this Declaration shall be understood or construed to:

1. Prevent Developer or its transferees or its employees, contractors, or sub-contractors from doing on any part or parts of the subdivision owned or controlled by the Developer, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

2. Prevent Developer or its transferees or its employees, contractors, or sub-contractors from constructing and maintaining on any part or parts of the subdivision owned or controlled by the Developer, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community and the disposition of lots by sale, lease or otherwise.

3. Prevent Developer its transferees or its employees, contractors, or sub-contractors from conducting on any part of the subdivision property owned or controlled by the Developer, the business of completing such work of establishing the subdivision as a residential community and the disposition of lots by sale, lease or otherwise.

4. Prevent Developer its transferees or its employees, contractors, or sub-contractors from maintaining such signs on any of the

lots or residences owned by the Developer, as the Developer may deem necessary in connection with the sale, lease or other disposition of lots in the subdivision.

ARTICLE X.

PARTY WALLS

A. GENERAL RULES OF LAW TO APPLY. Each wall built as a part of the original construction of the homes within the subdivision and placed so as to provide the dividing line between the residences in each residential structure, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or admissions shall apply.

B. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

C. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it. If any other owner thereafter makes use of the wall, that owner shall contribute to the costs of restoration in proportion to its use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

D. WEATHERPROOFING. Notwithstanding any other provisions in this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

E. RIGHT TO CONTRIBUTION TO RUN WITH THE LAND. The right of any owner to contribution from any other owner under this Article, shall run with the land and shall pass to the owner’s successors in title.

ARTICLE XI.

ENFORCEMENT

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

B. SEVERABILITY. The invalidity of any of these covenants or restrictions shall not in any way affect any other provisions which shall remain in force and effect.

C. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless terminated earlier upon the vote of 75% of the owners. This Declaration may be amended upon the affirmative vote of the owners of 75% or more of the lots. (Amended 2/20/2007 OR Book 15644/2007

IN WITNESS WHEREOF, the undersigned has executed this instrument this 6th day of December 1979.

ATTEST /s/ Robert Crisp (SEAL) Secretary STATE OF FLORIDA) COUNTY OF PINELLAS)	CROSSWICKS CONSTRUCTION COMPANY, INC. BY: /s/ Richard N. Colhoun Its President

I HEREBY CERTIFY that on this 6th day of December, 1979, before me personally appeared RICHARD N. COLHOUN and ROBERT CRISP respectively, as President and Secretary of CROSSWICKS CONSTRUCTION COMPANY, INC., a corporation under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instruments is the act and deed of said corporation.

Witness my hand and signature and official seal at Clearwater, Florida, in the County of Pinellas and State of Florida, the day and year last aforesaid.

My Commission Expires:	/s/ C. Allen Kynes, Jr. Notary Public
February 19, 1980	State of Florida at Large

EXHIBIT A

PHASED DEVELOPMENT SCHEDULE

A. GENERAL

The subdivision is being developed in seven (7) phases. See Article III A of the Declaration.

B. The lots included in each phase and the estimated latest date of completion of each phase are as follows:

Phase 1	Lots 59-80	September 2, 1980
Phase 2	Lots 42-51	October 2, 1980
Phase 3	Lots 1-10	January 1, 1981
Phase 4	Lots 11-20	April 1, 1981
Phase 5	Lots 52-58	July 1, 1981
Phase 6	Lots 21-28	November 1, 1981
Phase 7	Lots 29-41	February 1, 1982

C. RECREATIONAL FACILITIES

The recreational area is legally described as Tract A of TARPON WOODS SECOND ADDITION REPLAT. A swimming pool may be constructed in that recreational area during Phase II. Tract A of the subdivision may be conveyed to the Association upon completion of Phase II.

D. FUTURE DEVELOPMENT PARCEL.

That area indicated on the plat as the "Future Development Parcel" may be improved by the Developer either during or after completion of the phases indicated above. Developer expressly reserves the right to further subdivide the Future Development Parcel and to amend the subdivision plat in whatever manner may be required to effect that further subdivision without joinder of any other lot owner. If the Future Development Parcel is developed, Developer may amend this Declaration to add those lots to the subdivision in the same fashion as the phases enumerated above are to be added. Developer shall not, however, be required to add the Parcel to the subdivision or to submit it to the provisions of this Declaration.