

AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CROSS POINTE

WHEREAS, the Master Declaration of Covenants and Restrictions for Cross Pointe (“Declaration”) was originally executed and recorded on November 19, 1990 at Official Records Book 7430, at Page 1 of the Public Records of Pinellas County, Florida; and

WHEREAS, such Declaration has previously been amended by amendments recorded at Official Records Book 7600, Page 873; Official Records Book 8145, Page 1759; Official Records Book 8349, Page 989; Official Records Book 9630, Page 444; Official Records Book 14348, Page 2321; and Official Records Book 14906, Page 1931, all of the Public Records of Pinellas County, Florida; and

WHEREAS, such Declaration was further Amended and Restated in its entirety and recorded at Official Records Book 15798, Page 2594, Public Records of Pinellas County, Florida; and

WHEREAS, the plat for Cross Pointe was recorded at Plat Book 106, Pages 49-54 of the Public Records of Pinellas County, Florida; and

WHEREAS, the Declaration for Cross Pointe encumbers the Lands described on the attached Exhibit “A” and any and all improvements on such Lands, which is further defined as "Cross Pointe"; and

WHEREAS, the Association and its members have the authority and have decided to amend and restate the Declaration in its entirety as set forth herein, with the Amended and Restated Declaration to supersede and replace the original Declaration and any prior amendments;

NOW THEREFORE, the Master Declaration of Covenants and Restrictions for Cross Pointe is amended and restated in its entirety as stated herein and does hereby restrict the use, as hereinafter provided, of all the Lands and improvements included on the property described in the Plat (hereinafter sometimes referred to as the "Land" or “Lands”) and does hereby impose upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts, shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed and/or the provisions of any previously recorded Declaration, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Cross Pointe" shall mean and refer to the Land described in the Plat and any and all improvements to the Land.

(b) "Plat" shall mean and refer to that certain Plat of Cross Pointe, according to the Plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 106, Pages 49-54, together with any supplements or any amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, if any.

(e) "Land" shall mean and refer to all of the Lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Lot" shall mean and refer to the plot of Land as shown on the Plat, and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat, and it may include any portion of the Access Way as the Access Way is shown and described on the Plat, as well as any portion of the Common Parcels as the Common Parcels are shown and described on the Plat.

(g) "Access Ways" shall mean and refer to Parcels A and B as shown on the Plat.

(h) "Common Parcels" shall mean and refer to the Common Parcels as shown on the Plat which are referred to thereon and designated as Common Parcels Numbers 1 through 2, inclusive.

(i) "Association" shall mean and refer to Cross Pointe Homeowners Association of Pinellas, Inc., a Florida corporation, not for profit, together with its successors, legal representatives, and assigns.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot or Building Plot.

(k) "Sewage System" shall mean and refer to the central sanitary sewage collection and disposal system serving or to serve the Land.

(l) "Member" shall mean and refer to all record owners of Lots within Cross Pointe, unless the context specifically requires otherwise, such as the language in Section 7.01 of this Declaration.

(m) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles and By-Laws.

(n) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(o) "Articles" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time. The current Articles of Incorporation of the Association are attached hereto as Exhibit "B".

(p) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time. The current By-Laws of the Association are attached hereto as Exhibit "C".

(q) "Building Plot" shall mean and refer to all or parts of a Lot, Lots, or Parcels and may consist of one or more contiguous Lots, all or part of one Lot or Parcel, all of one Lot and part of a contiguous Lot, Lots, or Parcels, or any other combined lot of contiguous parts of Lots which will form an integral unit of Land suitable for use as a residential building site, provided such Plot extends from any Access Way to an existing rear or back property line as shown on the Plat. However, a Building Plot shall have an area of not less than 9600 square feet. No residence shall be erected upon or allowed to occupy any Building Plot having less than such minimum area unless the Building Plot consists of or includes an entire Lot as shown on the Plat. The term "Building Plot" may, when the context requires, be used interchangeable with the term "Lot."

(r) "Interior Side Line" shall mean and refer to a Lot or Building Plot side line which is not contiguous to one or more Access Ways.

(s) "Front Building Restriction Lines" shall mean and refer to the building restriction lines referred to in building setbacks restrictions, Note 1 of the Plat which parallel and are closest in point of distance to the abutting Access Way or Ways.

(t) "Rear Building Restriction Lines" shall mean and refer to the building restriction lines which are furthest in point of distance to the abutting Access Way or Ways.

(u) "Detached Outbuilding" shall mean and refer to any garage, quarters for domestic servants, laundry, tool or work shop, hothouse, greenhouse, guest house, children's playhouse, summerhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure of any kind which extends more than four feet above the normal surface of the ground and which is detached from the single family residence located or to be located on the Land.

(v) "Improved Building Plot" shall mean and refer to a Lot on which construction of a residential building has been substantially completed on January 1st of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed, regardless of whether the building is actually occupied or not. Actual occupancy of all or any part of any such residential building on or before the applicable January 1st date shall be deemed to constitute irrefutably conclusive evidence that the residential building is substantially completed.

(w) "Natural Area" shall mean and refer to the Natural Area and the Conservation and Drainage Easements as delineated on the Plat and referred to in Note Number 2 thereon.

(x) "Grading Plan" shall mean and refer to the grading plan for the Land, as prepared by EMK Consultants of Florida, Inc. of Tampa, Florida, as such may be amended from time to time.

(y) "Community Association" shall mean and refer to East Lake Woodlands Community Association, Inc., a Florida nonprofit corporation; together with its successors, legal representatives, and assigns.

(z) "Local Drainage Systems" shall mean and refer to the local surface water drainage systems located within, inter alia, the easements, which are those facilities which collect and convey storm water run-off from the Land into the Natural Area and/or Major Drainage Systems.

(aa) "Major Drainage Systems" shall mean and refer to the surface water drainage systems located within the Natural Area which are those facilities which convey storm water run-off from property other than the Land solely and not solely conveyed by the Local Drainage Systems.

(bb) "Community Facilities" shall mean and refer to the various community type facilities referred to in Section 7.01, infra, and which are maintained by the Community Association.

(cc) "Accessory Structure" shall mean and refer to pool deck, patio, or similar structure which is not part of the main single-family residence.

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Building Plots shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any Lot or other Building Plot other than a single family private residence. No buildings or other improvements, at any time situate on any Lot or other Building Plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are expressly permitted elsewhere in these Covenants. No building or other improvements situate on any Lot or Building Plot shall be rented or leased separately from the rental or lease of the entire Lot or Building Plot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation. No duplex residence, or apartment house shall be erected or allowed to remain on any Lot or Building Plot and no building or other improvement on any Lot or Building Plot at any time shall be converted into a duplex residence or apartment house. All garages shall be used for the purposes for which they are intended and garages shall not be converted to apartments, sleeping quarters, or any other unintended use without the prior written consent of the Board. Any nonconforming homes with garage alterations which have been made prior to the effective date of this amendment will be required to register those nonconforming homes with the Association within 45 days of the date of recording this amendment, and these alterations will be allowed to continue in existence.

Section 2.02 - Access Ways. The Access Ways are and shall remain privately owned and the sole and exclusive property of the Association and its members, subject to ingress and egress rights which have been granted to all members and their guests, invitees and persons providing services to the property.

Section 2.03 - Traffic Control. The Association shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the Access Ways, including the right to prohibit use of the Access Ways by traffic which, in the sole opinion of the Association, would or might result in damage to the Access Ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of the Access Ways, or the Common Parcels. The Association shall have the authority to prohibit motorcycles, motor scooters, mopeds, go-carts, motorized skateboards, unlicensed (street ready) golf carts, and similar vehicles and/or to implement rules and regulations regulating their use on the Access Ways, with the exception that motorized wheelchairs or similar handicap assistance devices shall be permissible on the sidewalks when utilized by persons requiring the use of same.

Section 2.04 - View Obstructions. The Association shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Association, obstruct the vision of a motorist upon any of the Access Ways.

Section 2.05 - Termination of Access Ways. In the event of and to the extent that the Access Ways or easements over, under, through and across the Access Ways for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Section 2.02 shall be of no further force or effect thereafter.

Section. 2.06 - One Story Minimum Square Footage. No one story residence shall be erected or allowed to remain on any Building Plot unless the ground floor square foot area of the residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed a minimum square footage of 2,000 square feet.

Section 2.07 - Multi-Story Minimum Square Footage. No one and one-half story residence, no split-level residence, and no two-story residence shall be erected or allowed to remain on any Building Plot unless the total floor area of all floors and levels of such residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed a minimum square footage of 2,200 square foot.

Section 2.08 – Utility Yards. The Board of Directors and/or Architectural Control Committee may require that a utility yard be formed. Such utility yard shall be walled or fenced and the entrance thereto shall be screened, using materials and with a height and of a design approved in writing by the Board or the Architectural Control Committee (to the extent the ACC has been established to give final approvals), in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view up to the height of such wall or fence. The following buildings, structures, and objects may be erected and maintained and allowed to remain on the Building Plot, only if the same are located wholly

within the main residence or wholly within such a utility yard not exceeding the height of the wall or fence: pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil, gas, charcoal, and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants' quarters, garbage and trash cans and receptacles, detached garages, above ground exterior air conditioning and heating equipment and other mechanical equipment, swimming pool pumps, filters and associated equipment, together with any other structures or objects determined by the Board of Directors, in its sole discretion, to be of an unsightly nature or appearance. In lieu of requiring a wall or fence, the Board of Directors or Architectural Control Committee, as appropriate, may allow an owner to plant hedges or shrubbery or install lattice or screening of some sort so long as same sufficiently conceals the structure or object.

Section 2.09 - Detached Outbuildings Prohibited. Except as provided in Section 2.11, infra, no Detached Outbuildings shall be erected or allowed to remain on any part of any Building Plot.

Section 2.10 - Building Restriction Lines.

(a) There are Front Building Restriction Lines and Side Building Restriction Lines referred to in Building Setback Restrictions, Note Number 1 of the Plat which affect each Lot. Finally, there are Rear Building Restriction Lines which affect each Lot and which are not reflected on the Plat; and which shall be deemed to be ten feet from the rear or back line of the Building Plot or twenty-five (25) feet from the rear or back line of the Building Plot if it abuts a road or access right of way. The setback requirements and other restrictions on use due to designated conservation areas, are those which are currently set forth in the documents, or whatever is required by Pinellas County at the time of any alteration or improvement, whichever provides for a greater setback distance, or limitation on the use of any property.

(b) No building, Detached Outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (except walks, drives, and parking areas, the location and design of which have been previously approved the Association), nor any part of any of the same, shall be erected, placed, or allowed in the area of any Building Plot lying between the Front Building Restriction Line and the Access Way or Ways on which the Building Plot abuts, except that with the prior written consent of the Association, and subject to the conditions and requirements of any such consent, a hedge may be erected, placed and allowed in such area.

(c) No building, Detached Outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure, or any part of any of the same, shall be erected, placed or allowed in the area of any Building Plot or on the Land lying between the Rear Building Restriction Line and the rear or back line of the Building Plot (or, in accordance with Building Setback Restrictions Note Number 2 of the Plat, the nearest boundary of the Natural Area or Golf Course, if applicable), except that a hedge, fence or wall which extends not more than four feet above the surface of the ground and which conforms with and does not violate any provision hereof may be erected, placed, or allowed in the area between the Rear Building Restriction Line and the rear or back Line of the Building Plot (or, in accordance with Building Setback Restrictions, Note Number 2 of the Plat, the nearest boundary of the Natural Area or Golf Course, if applicable) and any structure other than a hedge, fence or wall which extends not more than four feet above the

surface of the ground and which conforms with and does not violate other provisions hereof may be erected, placed, and allowed in any portion of said area which is located more than five feet from a side or rear line of the Building Plot, provided, however, that no such hedge, fence, wall or improvement shall be erected, placed or allowed without the prior written consent of the Association.

(d) No part of any building, Detached Outbuilding, utility yard, hedge, fence, wall, or any type or kind of permanent structure (except drives and walks) which is located in the area of any Building Plot on the Land bounded by the Front and Rear Building Restriction Lines and the Interior Side Lines or Line of the Building Plot shall be erected, placed, or allowed nearer than 7.5 feet to any Interior Side Line of the Building Plot, except that a hedge, fence, or wall which do not extend more than six feet above the normal surface of the ground and which conform with and do not violate any provisions hereof may be erected, placed, and allowed nearer than 7.5 feet to any Interior Side Line of the Building Plot, provided, however, that no such hedge, fence, or wall shall be erected, placed or allowed without the prior written consent of the Association.

(e) Notwithstanding any other provisions of these Covenants:

(1) No utility yard, fence, wall or any type or kind of permanent structure shall be erected, allowed, or placed within any of the areas designated on the Plat as easements. Any hedge, shrub, tree or other planting placed within any of the areas designated on the Plat as easements shall forthwith be removed by the Building Plot owner if and when such owner is required or requested so to do by the Association.

(2) Any utility yard, fence, wall, hedge, shrub, tree, or other planting or other structure or improvements erected or placed within any of the easement areas reserved or given in these Covenants, but not designated as easements on the Plat, if any, shall forthwith be removed by the Building Plot owner if and when such owner is required or requested to do so by the Association.

(3) In no event shall any building, Detached Outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent or temporary structure or improvements of any type be erected, placed, or allowed within the Natural Area which shall and must remain in its present, natural state, as is referred to in Note Number 2 of the Plat.

(4) In no event shall any utility yard, fence, wall, hedge, or any other structure be erected upon any Lot bordering upon any portion of the East Lake Woodlands Country Club Golf Course, or on a lake or conservation area, except as expressly approved in writing by both the Board of Directors of the Association and the owner(s) of each of the adjacent Lots. The Board of Directors shall not approve of any such utility yard, fence, wall, hedge, or any other structure if it determines that this may obstruct the view of any adjacent owner as to the golf course, lake or conservation area without the adjacent owner consenting in writing.

Section 2.11 - Architectural Approval. For the purpose of further insuring the development of the Land as a residential area of the highest quality and standards, and in order that all improvements on each Building Plot shall present an attractive and pleasing appearance

from all sides and from all points of view, the Association reserves the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each Building Plot, including but not limited to Landscaping, in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any Building Plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Building Plot, approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Association shall require, including, if so required, plans for the grading and Landscaping of the Building Plot, showing any changes proposed to be made in the elevation or surface contours of the Land, have been submitted to and approved in writing by the Association and until a copy of all such plans and specifications, as finally approved in writing by the Association, have been deposited permanently with the Association. The Board of Directors may adopt and amend architectural guidelines from time to time to provide guidance for approvals. The Association shall have the absolute and exclusive right (without the incurring of any liability for such) to refuse to approve any such application or building plans and specifications and lot-grading and Landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, as well as the factors set forth below. In no event shall sidewalks or driveways be painted.

(a) In this connection, the Association shall have the right to require that the outside of fences or walls be appropriately landscaped. In passing upon such applications, building plans and specifications, and lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the Building Plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, compliance with the Grading Plan, and the effect and appearance of such construction as viewed from neighboring properties.

(b) For new construction, such building plans and specifications shall be for the specific use of the property owner submitting the same, and shall consist of not less than the following: Grading plans, foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the Building Plot, with all applicable building restriction lines shown thereon. In addition, there shall be submitted to the Association for approval such samples of building materials proposed to be used as the Association shall specify and require.

(c) For alterations to existing construction the Association shall require such details in connection with a request as are needed in order to make an informed decision regarding such request, and to insure that the work will be performed as intended. All changes to the exterior appearance of the Building Plot must be approved in writing, in advance of the work being done, including but not limited to shutters or awnings, and other alterations identified above.

(d) In the event that the Association fails to approve or disapprove such building plans and specifications within 45 days after the same have been submitted to it as required above, the approval of the Association shall be conclusively and irrefutably presumed and the provisions of this Section 2.11 shall be deemed to have been complied with. However, if the circumstances warrant a further period of time for a final decision to be made, the Association may notify the applicant that up to 30 additional days are needed to make a final decision on an application. However, no residence or other building, structure, or improvement which violates any of the Covenants or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a Building Plot. The issuance of a building permit or license, which may be in contravention of these Covenants, shall not bar, preclude, or prevent the Association from enforcing the provisions of this Section 2.11.

(e) Notwithstanding any other provision(s) in the governing documents, the Board of Directors may either appoint members to serve on and comprise an Architectural Control Committee (ACC) to either make final decisions on architectural approvals, or recommendations to the Board, or the Board itself may elect to serve as the ACC, in which case the Board shall exercise all of the powers and duties of the ACC as set forth herein.

Section 2.12 - Garages. All garages shall have the capacity for at least two automobiles. Additionally, all two car garage doors shall utilize an automatic garage door opener.

Section 2.13 - Vehicular Parking. No motorized wheeled vehicles of any kind and no boats, or commercial vehicles may be kept or parked on the Building Plot, unless they are completely inside a garage attached to the main residence, except that private automobiles of the occupants, which bear no signs and do not have printed on the sides of same reference to any commercial undertaking or enterprise, and which do not have modifications related to a commercial and/or governmental purpose such as flashing lights or additional steel bumpers, may be parked in the driveway or parking area on the Building Plot. A law enforcement vehicle or any other vehicle issued by a governmental entity, while maybe not considered a commercial vehicle, shall not be parked in such driveway or parking area (unless same is unmarked and has the appearance of any other unmodified standard passenger vehicle). A police vehicle, to the extent same will not fit within the garage if cleared for its intended use, may be parked in the driveway if necessary for emergency response time. Private automobiles of guests of the occupants may also be parked in such driveway or parking area, and other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery service, provided that such permission is granted solely for the purpose of such service. Included within the definition of "commercial vehicles" are all vehicles with exterior commercial lettering; pickup trucks with a carrying capacity in excess of three-fourths (3/4) ton; vans designed for commercial purposes, which determination is based upon factors including the size of the van, the absence of passenger windows on the sides of the vehicle, and the absence of rear seats for passengers with space for carrying cargo present in place of such seats; and trucks, including pickup trucks of any size, which evidence visible uses or modifications for commercial purposes. This includes trucks where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container). This also includes trucks where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Also prohibited, unless parked in a garage at all times and concealed from view, are any passenger

vehicles, including sport utility vehicles, which have been substantially modified, in the opinion of the Association, from the condition which existed when sold by the manufacturer in a manner so as to include modifications which have increased the height or length of such vehicles, added off-road or enlarged tires, or added roll bars or other apparatus unrelated to conventional passenger use of the vehicle, and which the Association determines are unsightly and a detriment to the exterior appearance of the property.

(a) Parking of any campers, trailers, boats, recreational vehicles, motor homes, and other similar items or vehicles is also prohibited except for such short-term parking privileges as may be given to occupants or their guests in accordance with rules and guidelines adopted by the Board of Directors from time to time. Written permission from the Board or its management agent must be obtained for any short-term parking of vehicles or other items prohibited under this section.

(b) Any vehicle which is inoperable, which does not have a current license tag and registration, or which is in a dilapidated condition shall not be parked or stored in driveways or other common area of Cross Pointe.

(c) Vehicle(s) shall not be kept on blocks in any driveway or other common area of Cross Pointe and the performance of mechanical work of any kind in any driveway or other common area of Cross Pointe shall be strictly prohibited, with the exception that a resident may change his or her tire, a vehicle may be jump started, or such other emergency action may be taken in order to make the vehicle operable so long as same does not involve substantial removal of parts, work that may cause fluid leakage or spills, and such work can be performed in less than 30 minutes. Any such work shall be completed as quickly as reasonably possible. No pans or other items designed or used for the purpose of capturing water or other fluids, including but not limited to oil, from a vehicle shall be placed in any driveway or on any common area of Cross Pointe. Any other repair work or disassembly of a vehicle shall be performed within the confines of a closed garage and concealed from view at all times, except when opening and closing the garage door.

(d) Any charging of an electric vehicle shall be done within a closed garage.

Section 2.14 – Street Numbers. A Plate or other approved method for showing the street number of the Lot shall be placed on each Improved Building Plot so as to show the street address in a conspicuous manner for purposes of identifying the home; and, at the option of the Owner, a Name Plate showing the name of the Owner may also be placed on such Improved Building Plot. However, the size, location, design, style, and type of material for each such Plate shall be first approved by the Association.

Section 2.15 - Window Fans. Unless the prior approval of the Association has been obtained, no window fans, or exhaust fans shall be installed in any side of a residence which faces an Access Way, the Community Facilities, or any property owned by another Lot owner which is adjacent to the Land. No window air conditioning units shall be permitted.

Section 2.16 – Temporary Buildings. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind, including but not limited to portable on demand

storage (PODS), shall be erected or permitted to remain on any Building Plot or any other portion of the Land, except during the substantial reconstruction of a dwelling or other special circumstance deemed to warrant an exception in the sole and absolute discretion of the Board of Directors and only for such time as allowed in writing by the Association.

Section 2.17 - Temporary Residences. No trailer, basement, garage, or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a Building Plot, shall at any time be used as a residence, either temporarily or permanently.

Section 2.18 - Signs. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Building Plot. "For Sale" signs in conformance with the approved "For Sale" sign for Cross Pointe as same may be adopted by the Board of Directors from time to time shall be permitted, which signs may refer only to the particular Building Plot on which displayed, shall not extend more than five (5) feet above the normal surface of the ground, must be placed at least six (6) feet back from the sidewalk, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Building Plot to be displayed in the front of the lot, unless the lot abuts the East Lake Woodlands Country Club Golf Course or Woodlands Blvd. in which case, two signs may be displayed on the lot, one in the front and one in the back. When a residence on a Building Plot is "open for inspection", and when and only so long as the particular residence is attended by a representative of the owner of the residence, then and only then, a sign advertising such, which sign shall not exceed five square feet in size, and which shall meet all of the other requirements of this Declaration or such other limitations and specifications as may be adopted by the Board of Directors from time to time, may be displayed or placed. Notwithstanding the other limitations set forth above, the Board of Directors may adopt rules permitting political signs to be placed on each lot for a specified period of time prior to any elections or votes on governmental issues which are being held. The Board may also impose size limitations and may limit homes to one sign per lot. The Association may enter upon any Building Plot and summarily remove and destroy any signs which do not meet the provisions of this section or any limitations or specifications as may be adopted by the Board from time to time. Nothing herein shall prohibit an owner from having a sign indicating that the home is secured through the use of a security system, such as an ADT sign.

Section 2.19 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind, except as to those items which are specifically required to be permitted under federal or state law, or other items approved in writing by the Board shall be installed or maintained on the exterior of any structure located on a Building Plot or on any other portion of any Building Plot not occupied by a building or other structure unless and until the location, size, and design thereof shall have been approved by the Association. In the event that any antennas or satellite dishes are authorized as to any property, they shall be installed in a manner that is as inconspicuous as reasonably possible, while still permitting good reception quality. The owner shall complete a registration form prior to installing any antenna, satellite dish or other similar item, in order to confirm that this is permitted and to attempt to resolve any issue as to the location of the equipment. The Association may also require the owner to sign a hold harmless agreement in regard to any consequences arising out of the installation of any item provided for in this paragraph, and the Board may adopt additional rules and procedures in connection with the items addressed in this paragraph.

Section 2.20 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any structure located on a Building Plot which causes interference with the television or radio reception in any structures located on other Building Plots.

Section 2.21 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guinea shall be kept, permitted, raised or maintained on any Building Plot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Building Plot, except for such customary household pets as permitted in this section. Not more than two dogs, not more than two cats, and not more than two birds may be kept on a single Building Plot for the pleasure and use of the occupants; but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Building Plot. Any birds and cats must be kept inside unless they are being transported to an outside appointment. Dogs must be kept on a leash whenever outside of the owner's lot, and when outside of the home on the lot the owner must exercise direct control and supervision of such dog(s) as to prevent any disturbances or potential confrontations with other pets or persons. Further, the Board of Directors may adopt rules prohibiting certain dangerous or potentially vicious breeds of dogs from being brought onto the property after the adoption of such rule. Notice to the pet owner and the opportunity for a hearing before the Board of Directors will be provided before a pet is required to be removed from the property.

Section 2.22 - Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried on any part of the Land, including but not limited to any open burning of materials or any discharge of fireworks, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, compost structures, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any Land or Lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Land. All parts of the Land shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate thereon, nor any fire hazard be allowed to exist thereon. No Owner shall permit any use of his lot or make any use of the Access Ways or Common Parcels that will increase the cost of insurance upon the Land above that required when the property is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, toys, or other such items shall be parked or be permitted to stand for an extended period of time on the Access Ways or Common Parcels, except in accordance with the Regulations. No vehicular repairs other than minor and routine repairs conducted within garages (doors closed) shall be conducted at any time within any area of the Improved Building Plot.

Section 2.23 - Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Land lying outside the Owner's Building Plot, or in a manner which may cause damage to other property. Prior written approval is required from the Association before any new trees, hedges, or substantial new landscaping is

planted, including any modifications to incorporate Florida-friendly landscaping. No living tree having a diameter greater than six inches measured at a height of four feet above normal ground level, may be cut on any of the Land without first obtaining the written consent of the Association, and also from Pinellas County if required. No sod, topsoil, or shrubbery shall be removed from the Land, no change in the elevation of such area shall be made, and no change in the condition of the soil or the level of the Land in such areas shall be made which result in any permanent change in the flow and drainage of surface water which the Association, in its sole discretion, deems detrimental to the Land, unless such is accomplished pursuant to approved construction in accordance with Section 2.10.

Section 2.24 - RePlatting. The Lots shall not be resubdivided or replatted.

Section 2.25 - Dedication. The Association shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality, or body politic then having jurisdiction over the Land, to dedicate to the public and/or convey to the County, all or any part of the following:

- (a) The Access Ways;
- (b) Any easements referred to herein, including any granted in or shown on the Plat.

Section 2.26 - Lot Maintenance. The owner of each Building Plot, subject to the provisions of Section 4.02 herein, whether such Building Plot be improved or unimproved, shall keep such Building Plot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Building Plot at all times in a neat and attractive condition. In addition, except where specifically stated in this Declaration to be the responsibility of the Association, the owner shall be responsible for the maintenance, repair and replacement of all improvements on the Building Plot, including but not limited to the home, in a neat and attractive condition. Pressure washing of the home and driveway and sidewalk, and cleaning of tile roofs, is also required to be undertaken by the owner when determined appropriate by the Association from time to time. Sidewalks and/or driveways shall not be painted. In the event the owner of any Building Plot fails to comply with the preceding sentences of this Section 2.26, the Association, after reasonable notice to the owner, shall have the right, but not the obligation, to go upon such Building Plot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly things and objects therefrom which the Board determines are in violation of the rules and restrictions of the Association, and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition or to restore the sidewalk and/or driveway to an unpainted condition, all at the expense of the owner of such Building Plot, which expense shall be payable by such owner to the Association on demand. If the Association is not reimbursed for such expenses within 15 days following written demand, the Association may file a Claim of Lien against the Lot to secure repayment, in addition to having the right to recover all costs and attorneys' fees incurred in performing the work and collecting the amount due. The lien may be foreclosed in the same manner as a lien for unpaid assessments. The Owner will also be personally liable for all such amounts.

Section 2.27 - Duty To Maintain. All fixtures and equipment installed within a Building Plot, including but not limited to the utility lines, pipes, wires, conduits or systems serving an individual owner's property, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair any easement or hereditament, nor do any nor allow any condition to exist which will adversely affect the other Building Plots or their owners.

Section 2.28 - Rights of Others. Each Owner and occupant of a Building Plot shall use the Access Ways and Common Parcels in such a manner as shall not abridge the equal rights of the other Owners and residents of Building Plots to the use and enjoyment thereof.

Section 2.29 - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by the Articles and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and shall be binding on the owner and his or her tenants, guests, or invitees after the mailing of such rules to the last known addresses of the Owners.

Section 2.30 - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Building Plot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Building Plot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Building Plot.

Section 2.31 - Maintenance of Lots Abutting Lakes. Each Owner whose Lot adjoins or abuts a Lake, shall keep, or cause to be kept, his Lot and the portion of the adjoining or abutting Land between his Lot and the water's edge at the lake bank, grassed, trimmed, and cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake banks, and prevent erosion. The shoreline contour of the lakes may not be changed and no Lot may be increased in size by filling in the lakes and no Lot may be dug out or dredged so as to cause the water of the lakes to protrude into the Lot.

Section 2.32 - Roofing Material. Every dwelling or building of whatever type constructed on a Lot shall have a roof made of cement or ceramic tile of a type currently found in Cross Pointe. Any replacement of all or part of a roof shall be of the same style and material as the original roof, unless the Board permits the use of a different material or materials in writing. Any different materials are to be as close as reasonably possible in appearance to the roof being replaced.

Section 2.33 – Driveways and Sidewalks. All dwellings shall be served with a paved driveway of either concrete or brick pavers and such driveway shall be at least sixteen (16) feet in width at the entrance of the garage. Owners shall be responsible for maintaining their driveway in a neat and attractive condition, free from stains, mold, and mildew. The Association shall be responsible for the structural maintenance, repair and replacement of the sidewalk, however, the owner shall be responsible for maintaining the sidewalk surface on a day-to-day basis in a neat and attractive condition, free from weeds, leaves and debris, and free from stains, mold, and mildew. Any costs to repair damage caused to the sidewalk by the intentional action

or inaction or the negligence of the owner, or his or her tenant, guest, or invitee, shall be the responsibility of the owner. Trees on the owner's lot (on the inner side of the sidewalk) shall be maintained by the owner so as not to cause damage to the sidewalk and any damage caused as a result of subterranean growth or the tree root system shall be deemed to have been caused by the negligence of the owner. The Association shall be responsible for the maintenance, repair and/or replacement of the curbing and storm drain gutters along the roadways.

Section 2.34 - Street Trees. Each Lot shall have the appropriate quantity of street trees. The street tree shall be at least 1 inch caliper, and 6 feet in height at planting time in the case of replacement. The trees shall be approximately 40' on center, as previously approved by Developer, or as approved by the Association. The trees shall be placed between the road curb and the sidewalk, and are to be watered and fertilized by the Lot Owner. The tree specie shall be *Quercus Virginians* (live Oak) and must be approved by the Board prior to installation. The Association is responsible for pruning all street trees, which are the trees planted in the strip of grass between the street and the sidewalk. Any costs to rehabilitate or replace damaged street trees where such damage was caused by the intentional action or inaction or the negligence of the owner, or his or her tenant, guest, or invitee, shall be the responsibility of the owner.

Section 2.35 – Basketball Hoops and Other Play Structures. Free-standing (not attached to the home) basketball hoops, backboards and any other play structures shall be permitted provided that these are kept in good condition at all times, and any such play structures shall be subject to approval by the Board before they are installed, and shall not be used in a manner which unreasonably disturbs or annoys other residents. The Board may establish reasonable limitations regarding the hours during which any play structures can be used.

Section 2.36 – Garage Sales. The Board may adopt reasonable rules restricting the number of garage sales which are permitted, and the manner in which these are held. Anyone holding such a sale must notify the Association's management company in advance. In connection with garage sales, the Owner must insure that the use of the street for other traffic is not interfered with and that no one parks on the property of other Owners. A community garage sale may also be held once or twice per year, under such conditions as determined by the Board of Directors.

Section 2.37 – Sales and Leases.

(a) Leasing Approval. All leases shall be subject to prior written approval of the Association, and shall not be for less than a minimum of ninety (90) days. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a lot owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including but not limited to a copy of the proposed lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

(1) Reasons for potential disapproval include:

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

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

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

(2) As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the community; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a Lease Addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a lot, that all assessments in regard to the lot be current.

(3) It shall be the duty of the Association to notify the lot owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application on the prescribed form with all required information.

(4) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the lot owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the lot owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.

(b) Sales and Transfers Subject to Approval. No lot owner or dispose of a lot or any interest therein by sale, except to a spouse or trust of which the owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association, as follows:

(1) Within a reasonable time, not less than twenty (20) days prior to the sale, transfer or conveyance of the lot, a lot owner or his agent shall apply to the Association for approval of such sale, transfer, or conveyance on the application form prescribed by the Association. In the event a corporation, partnership, trust or other legal entity owns a lot, the transfer of a majority of the beneficial ownership of such entity shall be considered a transfer of interest in the property. The owner or the grantee shall furnish such information as the Association may reasonably require, including a copy of the proposed contract of sale signed by the proposed purchaser, and an application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. It shall be the owner's obligation to furnish the purchaser with a copy of all pertinent documents including this Declaration of Covenants and the current Rules.

(2) It shall be the duty of the Association to notify the lot owner of approval or disapproval of such proposed sale, transfer, or conveyance within twenty (20) days after receipt of the application on the prescribed form with all required information.

(3) If a proposed sale, transfer, or conveyance is disapproved by the Association, the owner shall be so advised in writing, and the sale, transfer, or conveyance shall not be made. Any sale, transfer, conveyance made in violation of this Declaration shall be voidable, and the Association may institute suit in which event the owner violating this paragraph shall be liable for all court costs and reasonable attorneys fees incurred by the Association. Reasons for disapproval may include:

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

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

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

Section 2.38 – Hurricane Shutters. The style, color and details of any hurricane shutters or other emergency protection materials which Owners may wish to install must be approved in writing prior to installation. Further, any such shutters or other materials may be installed or put into place not more than 10 days prior to the predicted arrival of a tropical storm or hurricane, and all such shutters or other materials must be removed or retracted (for roll-down shutters) within five days after the hurricane or tropical storm watch or warning has been withdrawn, unless the Board approves an extension in writing based upon damage to the property or other circumstances.

ARTICLE III - UTILITIES

Section 3.01 - Underground Lines. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each Building Plot shall be concealed and located underground so as not to be visible. Electrical service is provided through underground primary service lines running to transformers. Developer has provided an underground conduit to serve each Lot extending from the point of the applicable transformer to a point at or near the Lot line, with such conduits being located in Access Ways or easement areas. Each Owner who requires an original or additional electric service shall be responsible to complete, at his expense, the secondary electric service conduits, wires (including those in the conduits provided by Developer), conductors and other electric facilities from the point of the applicable transformer to the residence and other buildings on the Building Plot, and all of the same shall be and remain the property of the Owner from time to time of each such Building Plot. The conduit provided by Developer to serve each such Lot shall be, become and remain the property of the Owner from time to time of that Lot. The Owner from time to time of each Building Plot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground electric system extending from the applicable transformer to the residence and other buildings on his Building Plot.

Section 3.02 - Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Building Plot, or any part thereof. Garbage, trash and rubbish shall be removed from the Building Plot only by services or agencies previously approved in writing by the Association. After the erection of any building on the Building Plot, the Owner shall keep and maintain on the Building Plot covered garbage containers in which all garbage shall be kept until removed from the Building Plot. Such garbage containers shall be kept at all times within a garage or other acceptable location as determined by the Board of Directors from time to time, except for certain periods of time prior to and following garbage pickup times which may be specified in rules and regulations adopted by the Board.

Section 3.03 - Mail. The Association shall contract for the installation of one mailbox and post per lot. Uniform mailboxes and posts shall be installed in the easement area between the sidewalk and the street at the front of each lot. The repair and replacement of the mailbox and post shall be the responsibility of the Association. However, the lot owner shall be responsible for the day-to-day maintenance of his or her mailbox and post and shall keep the surfaces of same in a neat and attractive "like new" condition. No alterations to the mailbox or post shall be made without written consent of the Board of Directors. The installation, repair and/or replacement of the mailboxes shall be a common expense, except where such repair or replacement is necessitated by the negligent action or inaction of the owner or his or her tenant, guest, or invitee, in which case, the costs of repair or replacement shall be payable by such owner to the Association on demand. If the Association is not reimbursed for such expenses within 15 days following written demand, the Association may file a Claim of Lien against the Lot to secure repayment, in addition to having the right to recover all costs and attorneys' fees incurred in performing the work and collecting the amount due. The lien may be foreclosed in the same manner as a lien for unpaid assessments. The Owner will also be personally liable for all such amounts. Any Owner who has installed the new mailbox as of the date of recording this Declaration shall be reimbursed the expense the Association would otherwise have incurred to install the mailbox for that Owner's lot.

Section 3.04 - Wells. No wells may be drilled or maintained on any Building Plot. Nothing herein shall prohibit the drilling and maintenance of a well or wells on the Common Parcels of Cross Pointe. Such well or wells and any irrigation lines necessary to complete an irrigation system supplied by well water may be installed on the Common Parcels and existing easements in the sole and absolute discretion of the Board of Directors without the need for a vote of the owners and shall not be subject to any expense limitations that would otherwise require an owner vote. Such installation shall be at common expense and any such well or wells and irrigation lines shall be maintained, repaired and/or replaced by the Association at common expense.

Section 3.05 - Sewage. The Sewage System shall be the sole and exclusive sanitary sewage disposal service or facility used to serve each residence on the Land and the occupants thereof. Each Owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the Sewage System. No septic tank shall be permitted on any Building Plot and no sewage disposal service or facility shall be used to serve the residence or the occupants thereof other than the Sewage System. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, drainage ditch, canal, Natural Area or Access Way. Except with the prior written consent of the Association and of the

operator of the Sewage System, no water discharged from heating or air conditioning systems shall be discharged into the sewage collection lines of the Sewage System.

Section 3.06 - Easements. The Association, in addition to the other rights reserved herein for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, drainage systems, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, cable television systems, security systems, telephone, gas, lighting, heating, water, drainage, irrigation, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) and over the Sidewalks, and on, in, over and under a five-foot strip at the back and front of each Lot shown on the Plat; and on, in, over, and under a five-foot strip along the Interior Side Lines of each Lot as shown on the Plat; and, for purposes of surface drainage purposes only, over and through the Natural Area. The Association shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section 3.06. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 3.06, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of the Association and its grantees, legal representatives, successors and assigns.

ARTICLE IV - ASSOCIATION

Section 4.01 - The Access Ways, Common Parcels, and Sidewalks. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to the Association in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Access Ways, Common Parcels, and Sidewalks (unless such is the responsibility of, or is assumed by the Community Association), and all improvements thereon, and shall keep the same in good, clean, substantial, safe, attractive, and sanitary condition, order, and repair; provided, however, that the Owner of the Lot which abuts the access way is to maintain any driveway within this area as well as any strip of land between the sidewalk and the street, as well as, day-to-day maintenance of the sidewalk as provided in Section 2.32.

Section 4.02 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, irrigation and other

common services to each Lot and if so, arranged each. Lot owner shall pay its pro rata share of the cost of such services.

Section 4.03 - Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in this Declaration or the By-Laws.

Section 4.04 - Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways, and Common Parcels, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 4.05 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any rights or privileges granted herein.

Section 4.06 - Assessments.

(a) Each Building Plot in Cross Pointe is hereby subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the fiscal year. Commencing on the first day of each year, each Building Plot owner in Cross Pointe, shall pay to the Association, at the office of the Association in Pinellas County, Florida, or at such other place as shall be designated by the Association, in advance, or in such installments as determined by the Board, the annual maintenance assessment assessed against such owner's Building Plot, as fixed by the Association. Such annual maintenance assessment shall become delinquent if not received within 15 days from the due date(s) for payment, and shall bear interest at the maximum rate permitted by law (which is currently 18%) per annum from said date until paid. The Board may also impose a reasonable administrative late fee in such amounts as determined from time to time. The annual maintenance assessment may be adjusted from year to year by the Association as the needs of the property subject thereto may require, in the sole judgment of the Association.

(b) Such annual maintenance assessment shall be calculated by the Association as follows: Each Building Plot, improved or unimproved, shall be assessed and the owner thereof shall pay an annual maintenance charge. Such annual maintenance charge shall be assessed against such Building Plots in an equal amount to each owner.

(c) The annual maintenance charge may not be increased each year more than ten percent (10%) above the annual maintenance charge for the immediately preceding year without a vote of the Association, excluding any increases in insurance premiums.

(d) The Board, at its option, may elect to collect the annual maintenance assessment on a monthly or quarterly basis if it deems such to be more practical under the circumstances.

(e) Special Assessments. In addition to the annual assessment authorized above, the Association, through its Board of Directors, may levy in any “assessment year”, which shall be defined as that period of time from the date of the Association’s annual meeting until the next ensuing annual meeting, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of performing its rights or obligations under the governing documents relating to Cross Pointe Subdivision, in the event the annual assessment is, or will be, insufficient to cover such expense in the opinion of the Board, provided:

(1) No such assessment shall exceed the sum of \$250.00 per lot, unless approved by the membership as hereinafter provided.

(2) In the event such assessment will exceed the sum of \$250.00 per lot, the Board shall first obtain consent from the membership. Approval shall require consent from a majority of the voting members who participate in the voting, in person or by proxy, at a meeting of the membership duly noticed for such purpose, at which a quorum of the membership is attained.

(3) Any such assessment shall be fixed at a uniform rate for all lots.

Collection of such assessments shall be the same as elsewhere provided in the Declaration and/or By-Laws, for regular annual assessments, including imposition of late fees, interest and attorney’s fees for non-payment, and including lien and foreclosure rights in favor of the Association.

Section 4.07 - Minimum Assessment Requirements.

(a) The Association annually shall fix and assess against the Building Plots, and the Building Plot owners in Cross Pointe, shall pay, as a part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of the Association, to enable the Association to discharge the following responsibilities:

(1) To make payment of all ad valorem taxes assessed against any of the Access Ways as shown on the Plat (if such are owned by the Association), and to make payment of all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to make payment of any other taxes, including income taxes, payable by the Association;

(2) To pay all annual current expenses required for the reasonable repair and maintenance of the Common Parcels, the major drainage system, the Local Drainage System (in accordance with regulatory requirements), and the Access Ways, including the paved portions thereof; and

(3) To provide a deposit to a reserve fund (hereinafter sometimes referred to as the Street and Sidewalk Reserve Fund) which, with future annual deposits thereto, will be sufficient in the judgment of the Association to cover the cost of anticipated future periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the Access Ways. The funds deposited to the Street and Sidewalk Reserve Fund of Cross Pointe

shall not be able to be used for any purpose other than the periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the Access Ways, and repair and maintenance of the Access Ways incidental to such major construction and reconstruction, unless such alternative use is approved by the vote of a majority of the membership of the Association who participate in the voting at a duly called membership meeting, in person or by proxy.

Section 4.08 - Permissible Expenditures. The maintenance funds provided by the annual maintenance assessments, to the extent not required for the purposes as set forth in Section 4.07(a), supra, may be used for the following, but only for the following purposes:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvements, and beautification of Access Ways and easement areas, and the acquisition, maintenance, repair, and replacement of directional markers and signs and traffic control devices, together with the costs of controlling and regulating traffic on the Access Ways;
- (c) Maintenance, improvement and operation of other drainage easements and systems, if any;
- (d) Maintenance, improvement and beautification of parks, lakes, ponds and buffer strips;
- (e) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;
- (f) Providing fire protection, but only when and to the extent specifically authorized by the Association and in no way obligating the Association to provide same;
- (g) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association. Currently, these services are provided by the Community Association and this provision in no way obligates the Association to provide same;
- (h) Providing insect and pest control to the extent that it is necessary to supplement the services provided by the state and local governments and agencies, but only when and to the extent specifically authorized by the Association;
- (i) Paying assessments due from Owners to the Community Association;
- (j) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Land neat and attractive or to preserve or enhance the value of the properties therein; to enforce the rules and restrictions on the use of the property in the community; or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of general benefit to the owners or occupants of the Land;
- (k) Repayment of funds and interest thereon, borrowed by the Association and

used for any of the purposes referred to herein.

(l) To carry out all of the other powers and duties of the Association, and those matters determined by the Board of Directors to be in the best interests of the Association and its members.

Section 4.09 - Collection of Assessments.

(a) Except as otherwise provided herein, it shall not be necessary for the Association to allocate or apportion the maintenance funds or expenditures therefrom among the various purposes specified herein, and the judgment of the Board of Directors (except where a membership vote is specifically provided for in this Declaration or the By-Laws, the Board will exercise the powers of the Association), of the Association in the expenditure of the maintenance funds shall be final. The Association, in its sole discretion, may hold the maintenance funds as invested or uninvested funds, and may reserve such portions of the maintenance funds as the Association determines advisable for expenditure in years following the year for which the annual maintenance assessment was assessed.

(b) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the property against or with respect to which the same shall be assessed, payable to the Association on demand, and shall be secured by a lien upon such property and all improvements thereon. Said lien shall be a continuing lien which relates back to the date of the Declaration, and is to be superior to all subsequent liens other than first mortgages, and upon the filing of a Claim of Lien, such lien shall be enforceable by the Association in a court of competent jurisdiction. In the event the Association shall be required to institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the owner or owners of such property all costs, including reasonable attorneys' fees and appellate attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien in addition to interest and late fees. Once an owner becomes delinquent in payment of assessments, any payment received shall first be applied to interest, late fees, attorneys' fees, and costs incurred, before such payment is applied to the principal balance due.

(c) The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure, or by deed unconnected with foreclosure, shall not affect or impair the existence, validity, or priority of the assessments coming due following the foreclosure. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, and all other charges due, against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

(d) The foregoing provisions shall also apply to the collection of any other type of assessments by the Association.

Section 4.10 - Exempt Property. The following property, subject to this Declaration,

shall be exempted from the annual maintenance assessment and annual maintenance assessment liens created herein:

- (a) Access Ways.
- (b) Common Parcels.

Section 4.11 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in the Declaration are superior to any homestead claim or exemption on such Owner's Lot.

Section 4.12 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate only to the lien of any first mortgage and only to the extent provided by Florida Statute Section 720.3085 as same may be amended from time to time. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but only to the extent provided under the safe-harbor provisions for first mortgage holders pursuant to Florida Statute Section 720.3085 as same may be amended from time to time. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days within which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created herein; and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE V - REMEDIES

Section 5.01 - Violations. Whenever there shall have been built, or there shall exist on any Building Plot, any structure, building, thing, or condition which is in violation of the Covenants, The Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, if the Owner fails to do so after a final demand is provided for herein, all at the expense of the owner of such property, which expense shall be payable by such owner to the Association on demand; and any amounts due shall be collectible in the same manner as unpaid assessments, and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any fashion to any person, firm, corporation or other entity for any damages on account thereof. Prior to the Association entering any owner's property for the purpose of curing any violation, notice shall be given to the owner in writing by certified and regular mail at least fourteen (14) days prior to the date determined by the Board of Directors for removal or cure of such violation,

except in the event of an emergency.

ARTICLE VI - PROPERTY RIGHTS

Section 6.01 - Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Access Ways, which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights reserved to the Association.

Section 6.02 - Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Access Ways, except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Access Ways, except as are expressly provided in this Declaration. Any conveyance of the Access Ways by Developer to the Association shall vest in the Association, exclusively, any riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Access Ways, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Access Ways shall not pass to the owner of such Lot any rights therein, except as are expressly granted by this Declaration, but that such monument shall be a part of the Access Ways, and all rights therein shall inure to the benefit of the Association.

ARTICLE VII - COMMUNITY ASSOCIATION

Section 7.01 - Each Owner will be a Regular Member of the Community Association. The Community Association will be charged with the duty of maintaining all community type facilities (such as gates, security services, parkways, street lights, main thoroughfares, through streets, project signs not directly relating to marketing, walls, entrance facilities, guard houses, lakes, etc.) which are utilized by or which benefit all residents of the East Lake Woodlands communities, including Cross Pointe (the "Community"). The Community Association will assess each associate member (i.e., each association which is obligated to share in these expenses) its pro rata share of the cost of maintaining the Community Facilities on an annual basis and such other expenses determined to be required for the proper operation of the Community Association. Each Lot Owner will take title subject to the Master Declaration of Covenants and Restrictions For Cross Pointe recorded among the current public records of Pinellas County, Florida, and other governing documents of the Community Association.

ARTICLE VIII - MISCELLANEOUS

Section 8.01 - Approvals. Wherever in the Covenants the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. In the event the Association fails to act on any such written request within sixty (60) days after the same has been submitted to the Association as required above, the consent or approval of the Association to the particular action sought in such written request shall be presumed. However, no action shall be taken by or on behalf of the

person or persons submitting such written request which violates any of the Covenants.

Section 8.02 - Additional Covenants. No Owner, without the prior written consent of the Association, may impose any additional covenants or restrictions on any part of the Land which conflict in any way with these restrictions or infringe upon the rights of the Association.

Section 8.03 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by two-thirds (2/3) of the owners of the Lots shown on the Plat shall be placed on record in the office of the Clerk of the Circuit Court Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 8.04 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Association or any person or persons owning any Lot (provided, however, that only the Association may impose fines):

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 8.06 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association or any Owner to enforce any covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) To impose fines against owners and/or tenants, up to the maximum amount allowed by Florida law as amended from time to time, for violations of the restrictions or Rules and Regulations contained in the governing documents of the Association. Before any fine becomes final the person(s) proposed to be fined will be entitled to notice and an opportunity for a hearing, in accordance with any requirements of Florida law, and such additional policies and procedures as may be adopted by the Association. The Association shall also be entitled to recover all costs and attorneys' fees incurred in connection with the adoption and enforcement of the fine.

Section 8.05 - Severability. The invalidation of any provision or provisions of the Covenants by Judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 8.06 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 8.07 - Amendment.

(a) Amendments to this Declaration may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment provided by Lot Owners is subject to editing as to form and legality by legal counsel for the Association. The specific proposed wording of any proposed amendments must be sent to all owners, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least two-thirds (2/3) of those owners voting in person or by proxy at a membership meeting in order for the vote to be valid, provided that at least a majority of the entire membership must participate in the voting in order for the vote to be valid. However, no amendment shall change the proportionate share of any Owner's responsibility for common expenses, nor the voting rights appurtenant to any Lot, unless the record owners of all affected Lots and the record owners of all liens thereof shall join in the execution and acknowledgement of the amendment.

(b) An amendment to this Declaration shall be effective at the time of filing a certificate of amendment thereof in the Public Records of Pinellas County, Florida. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause such certificate of amendment to be filed in the Public Records and shall certify that such amendment was duly adopted by the Members of the Association at a meeting of the Members.

END OF AMENDED AND RESTATED MASTER DECLARATION