

**BAYSHORE TOWNHOUSES
OF PINELLAS, H.O.A.**

**RULES & REGULATIONS
(Article X-Use Restrictions)**

ARTICLE X – USE RESTRICTIONS

Section 1. Residential Use. No more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Article IV, Section 3. No Dwelling may be divided into more than one residential Dwelling and no more than one family shall reside within any Dwelling.

Section 2. Section 2. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant, Association and Pinellas County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, Association and Pinellas County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures

shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Pinellas County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition. It shall be the obligation of the Lot Owner whose Lot abuts such portion of the wall or fence to paint and otherwise maintain the surface of the wall or fence. The level of maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such boundary wall maintenance and painting as it may be responsible for pursuant to this Declaration. Lot Owners other than Declarant shall not alter or modify such boundary wall, including, without limitation, the color of such boundary wall. The responsibility of a Lot Owner for maintenance, repair or painting of a wall or fence pursuant to this Article shall not be affected by the fact that the wall or fence is located partially on his Lot and partially on the abutting right-of-way, or Common Area, as the case may be. In such event, for the purpose of the Lot Owners' obligation hereunder, such wall or fence will be deemed located entirely within the Lot boundary. If an Owner shall fail to undertake any maintenance, repair, upkeep or painting pursuant to this Article X, then the Declarant or the Association, after giving such Owner at least ten (10) days written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 6 of Article VII. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this

Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 3. Use of Accessory Structures. No utility shed or other structure, other than the residential Dwelling and related improvements constructed thereon by Declarant, shall, at any time, be erected, placed or kept on a Lot; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work.

Section 4. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2010, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pinellas County, Florida. It is the express intentions of this Section that the rights

granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog or cat shall allow the dog or cat to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog or cat must be on a leash and in full physical control by the Owner or Owner's family member at all times when the dog or cat is outside of the Owner's Dwelling. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. Notwithstanding anything herein to the contrary, if any dog or cat permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Properties.

Section 6. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon his Lot by Declarant, including, without limitation, the residential Dwelling, walls, fences, gates, walkways, driveways and the like. All walls on such Lot, other than the portion thereof which the Association is expressly obligated to maintain pursuant to Article III hereof, shall be kept properly cleaned and painted. No change in the color or texture of any such walls or fences shall be permitted without the prior approval of the Design Review Board.

Section 7. Vehicle Parking. The parking or storage of automobiles except upon paved areas of the Properties is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind is prohibited on the Common Area, except in areas designated as parking areas by the Association; provided, however that the overnight parking of any of the following vehicles is prohibited upon any areas of the Properties: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton. However, truck campers, trucks and vans weighing more than 3/4 tons and not carrying ladders or other protruding objects and not containing material used in a trade or business and not having any lettering on the body of the vehicle will be permitted. The provisions hereof shall not apply to Declarant, and its invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

Section 8. Rubbish. No Lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall be kept in sanitary containers provided for that purpose by or through the Association.

Section 9. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 10. Lot Upkeep. After acquiring title from Declarant, all Owners of Lots shall, as a minimum, keep the Lot free and clear of debris.

Section 11. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the Association. Any such request submitted to the Association shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

Section 12. Street Lighting. In accordance with Article I, Section 7 and Article II, Section 1 hereof, the cost of street lighting shall be a Common Expense of the Association.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 14. Alteration to Walls Prohibited. Unless granted permission in writing by either Declarant or the Design Review Board, no Lot Owner shall be permitted to alter, add to, attach or fix any object or thing to any party wall or boundary wall located upon or bordering his Lot, and only those items added, affixed or attached by Declarant, if any, shall be permitted.

Section 15. Antennas and Roof Structures. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 16. Storage. No articles, objects or other property may be placed, stored or kept in, on or upon a Lot after it has been conveyed by Declarant if such items are thereby visible from adjoining Lots or streets.

Section 17. Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described in this Declaration, except as installed by Declarant. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as herein provided and except as initially installed by Declarant.

Section 18. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot without the prior written consent of the Design Review Board.

Section 19. Failure to Maintain. If the Owner shall fail to undertake any maintenance, repair, upkeep, replacement or other performance regarding his Lot as required by this Declaration, including but not limited to, the requirements of Sections 6 or 10 of this Article X, either Declarant or the Association, after giving such Owner at least five (5) days' written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 6 of Article VII. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may otherwise be available to the Association, or other parties.

Section 20. Drapes and Window Film. No newspaper shall be used as a curtain or window covering. No colored film or reflective material may be used to cover windows. All drapes or curtains shall show a white or off-white color to the outdoor side of such drapes or curtains.

Section 21. Leasing. An Owner shall have the right to lease or rent his Lot and Dwelling, subject to the approval of the Association and as provided herein.

Only the entire Dwelling may be leased, and only the lessee, and his family, servants, and guests may occupy the Dwelling under authority of any lease. No Dwelling shall be occupied by more than two (2) persons for each bedroom in the Dwelling. No lease shall have a term of less than six (6) months.

Such lease shall provide an undertaking on the part of the lessee to be familiar with and abide by this Declaration and any rules and regulations concerning the use of the Properties. The Association shall be provided with a copy of each lease made as to any Dwelling, prior to occupancy of such Dwelling by the Tenant.

Owners leasing their Dwellings shall be fully responsible for any damage to the Common Area caused by the lessee and for such lessees' compliance with the terms of this Declaration and all rules and regulations promulgated by the Association. Any and all legal fees and expenses, including those incurred upon appeal, incurred by the Association in the enforcement of this restriction on leasing shall be paid by the Owner against whom these restrictions are enforced.

Section 22. Dwelling. No Dwelling shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All Dwellings shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All Dwellings shall have at least a two (2) car garage attached to and made part of the Dwelling. No

Dwelling shall exceed forty-two (42) feet in height. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that Lot areas designated on the Plat for drainage easement purposes need not be grassed. Each Dwelling shall have a shrubbery planting in front of the Dwelling.

Section 23. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot.

Section 24. Amendments and Modifications by Declarant Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHAVA approval (which approval need not be evidenced in the public record), so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article X without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

BAYSHORE TOWNHOUSES POOL RULES

- 1. No animals in pool or on pool deck**
- 2. No food or drink in pool or on pool deck**
- 3. No glass containers**
- 4. Shower before entering pool**
- 5. Homeowners are responsible for safety and actions of guests**
- 6. Bathing load – 20 persons**
- 7. Pool for resident use only**
- 8. Children under the age of 12 must be accompanied by an adult**
- 9. Pool closes at 9:00 P.M.**

NO LIFEGUARD ON DUTY