

CC&R's

Pointe Alexis HOA

Prepared By and Return to:  
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Oldsmar, Florida 34677

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDITIONS, COVENANTS AND RESTRICTIONS  
OF  
POINTE ALEXIS**

This is to certify that at a duly called meeting of the members of Pointe Alexis Homeowners Association, Inc. (the "Association") held on January 28, 2010, in accordance with the requirements of the applicable Florida Statutes and the documents, the Amended and Restated Declaration of Conditions, Covenants and Restrictions of Pointe Alexis, attached hereto as Exhibit "A", was duly adopted by the membership and the Board of Directors. The Declaration of Conditions, Covenants and Restrictions for Pointe Alexis was originally recorded in Official Records Book 6102, Page 1090, Public Records of Pinellas County, Florida, and subsequently amended.

IN WITNESS WHEREOF, POINTE ALEXIS HOMEOWNERS ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the \_\_\_\_ day of \_\_\_\_\_, 2010.

POINTE ALEXIS HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Maurice Brunelle

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Printed Name of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Printed Name of Witness #2

STATE OF FLORIDA            )  
COUNTY OF PINELLAS        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Maurice Brunelle, as President of POINTE ALEXIS HOMEOWNERS ASSOCIATION, INC. a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of Florida at Large  
My Commission Expires:

**AMENDED AND RESTATED  
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR  
POINTE ALEXIS**

The following is a compilation of the original Declaration of Conditions, Covenants and Restrictions for Pointe Alexis, and consolidates, amends and restates the Declaration of Conditions, Covenants and Restrictions for Pointe Alexis which was originally recorded in O.R. Book 6102, Page 1090, of the Public Records of Pinellas County, Florida, and as amended by amendments recorded in O.R. Book 6176, Page 2168; in O.R. Book 6201, Page 646; in O.R. Book 6380, Page 1469; in O.R. Book 6585, Page 1826; in O.R. Book 6795, Page 0001; in O.R. Book 6813, Page 0646; in O.R. Book 6985, Page 0987; in O.R. Book 7034, Page 0189; in O.R. Book 7123, Page 0421; in O.R. Book 7200, Page 2120; in O.R. Book 7505, Page 411, as re-recorded in O.R. Book 7516, Page 1424, as additionally re-recorded in O.R. Book 10980, Page 858; in O.R. Book 8069, Page 1769; in O.R. Book 8724, Page 1609; in O.R. Book 9228, Page 1351; in O.R. Book 10528, Page 1432; in O.R. Book 10980, Page 855; in O.R. Book 11115, Page 667; in O.R. Book 11671, Page 2159; in O.R. Book 12344, Page 2068; in O.R. Book 12554, Page 2432; and in O.R. Book 13268, Page 2272, and as recorded in Plat Book 92, Page 44; in Plat Book 92, Page 47; in Plat Book 93, Page 67; in Plat Book 93, Page 71; in Plat Book 95, Page 15; and in Plat Book 95, Page 17; in Plat Book 96, Page 20; in Plat Book 102, Page 72; in Plat Book 105, Page 93; all of the Official Records of Pinellas County, Florida.

**DEVELOPMENT PLAN**

Pointe Alexis is a master-planned community located in Pinellas County, Florida. The land plan for Pointe Alexis contemplates a variety of residential land uses including, without limitation, single family homes, one duplex and villas. The land plan contemplates recreation and open spaces, sanitary sewer, irrigation, drainage, and potable water services and private streets.

To protect land values and to preserve the integrity of Pointe Alexis, the subdivision being developed in Pointe Alexis is subject to land use restrictions and architectural controls. To enforce these restrictions and to provide the services needed by each development within Pointe Alexis and to provide services benefiting the entire Pointe Alexis community, there exists an overall Association. The members of the Association shall be owners of Parcels in Pointe Alexis which are subjected to these Covenants.

**PURPOSE OF THIS DOCUMENT**

The purpose of this document is to confirm that the portions of Pointe Alexis which are described in the exhibits to the Declaration, Plat Books and amendments referred to above to the original Declaration recorded at O.R. Book 6102, Page 1090 of the Pinellas County Public Records are subject to this Declaration.

The provisions of this document shall run with title to the land and shall be binding on all parties acquiring any interest in the land described in Exhibit "B" to the original Declaration recorded at O.R. Book 6102, page 1090 of the Pinellas County public records.

## ARTICLE I DEFINITIONS

Section 1.1. Common Property: Those portions of the Property which are dedicated to or conveyed to the Association and are available for use by the Owners, subject to any restrictions on use set forth in this Declaration or the Rules and Regulations of the Association, including without limitation, the surface water management system within the Common Property as permitted by the Southwest Florida Water Management District, and all lakes, streets, utilities, water and sewer systems, parking areas, recreation areas (clubhouse, pool, tennis courts, shuffleboard courts), retention ponds, culverts, road signs, fire hydrants, street lights, irrigation system, and related appurtenances.

Section 1.2. Limited Common Property: Those portions of the Common Property that are limited to the use of one Parcel or group of Parcels. If so limited, such Common Property will be called Limited Common Property. The parking areas located to the front of the Villa lots shall be Limited Common Property for such Villa lots. Individual assignment of such parking spots to individual Villa lots may be made by the Association. Storage units and carports have been assigned for the exclusive use of Villa lots. The Association shall also have the power, at any time, to designate such other areas of Common Property as Limited Common Property for the use of one Parcel or group of Parcels, when such property is intended for exclusive use.

Section 1.3. Governing Documents: This document, the Articles of Incorporation and Bylaws for Pointe Alexis Homeowners Association, Inc. f/k/a Pointe Alexis Recreation Association, Inc., and any Rules, Regulations, Guidelines and Standards that may be adopted by the Association from time to time.

Section 1.4 Developer: The Developer was Fairfield Communities, Inc.

Section 1.5. Association: Pointe Alexis Homeowners Association, Inc. f/k/a Pointe Alexis Recreation Association, Inc., its successors and assigns.

Section 1.6. Subdivision: The property in Pointe Alexis subjected to these Covenants.

Section 1.7. Members: Members are Owners as defined in Section 1.8 and these terms may be used interchangeably.

Section 1.8. Owner: Any entity or person(s) who or which is a record owner of a Parcel.

Section 1.9. Resident: Any person occupying a dwelling unit on a Parcel.

Section 1.10. Parcel: Each portion of Pointe Alexis which is subjected to these covenants and designated on the plat for the Subdivision for occupancy by a single family unit including, without limitation, single family lots, duplex lots, and villa lots.

Section 1.11. Single Family Lot: Those numbered lots without any letter designation as shown on the Plats for Pointe Alexis, with the exception of Lots 99 and 100 which contain a duplex.

Section 1.12. Villa Lot: Lots that contain attached dwellings with party walls commonly known as Villas, are shown on the Plats by the "T" following the lot number.

Section 1.13. Duplex: A two-unit dwelling located on Lots 99 and 100 as shown on Plat Book 97, Page 17 of the Public Records of Pinellas County, Florida.

Section 1.14. Villa: The dwelling unit constructed on a Villa Lot.

Section 1.15. Rear Yard: That portion of a Single Family Lot located between the side lot lines and between the rear lot line and the most distant rear wall of any dwelling located on the lot.

Section 1.16. Approved Builder: Builders who have been approved in writing by the Board of Directors of the Association, from time to time, to construct improvements on Parcels and Common Areas within the Subdivision. The Board of Directors, in its sole discretion, may remove any builder as an Approved Builder.

Section 1.17. Architectural Control Committee (also referred to as "ACC"): A committee to be appointed by the Board of Directors to assist in developing architectural standards and guidelines, and in making decisions regarding alterations to Lots within the community. The extent to which the ACC participates in any such activities will be determined by the Board of Directors from time to time, in accordance with this Declaration and other governing documents.

## ARTICLE II MUTUAL BENEFITS AND OBLIGATIONS

The Covenants are made for the mutual benefit of each and every Owner of a Parcel. They are intended to create enforceable rights and obligations in favor of and against each Parcel, Owner and the Association. Each Owner, his or her guests, family, friends, residents, and invitees shall comply with these Covenants.

ARTICLE III  
ASSOCIATION

Section 3.1. General Purpose: The Association has the right, but not the obligation, to perform any duty that any Owner in Pointe Alexis fails to perform. The powers, rights, and duties of the Association are contained in this Declaration and in the Articles of Incorporation and By-Laws for the Association. In order to pay for the services it is authorized to provide, the Association will charge Assessments against Parcels and their Owners. The Assessments levied by the Association may be used for the purpose of (1) providing services and activities for the benefit of Pointe Alexis; (2) providing limited services relating to access control for the subdivision; (3) maintaining and repairing the Common Property and Limited Common Property including but not limited to the recreational areas, roadways, sewer and other utilities, the lakes and ponds, entry features, signage, street lighting, landscaping, the overall potable water, irrigation and drainage system, sidewalks, and other areas and structures beneficial or useful to the Parcels, provided that certain portions of the Limited Common Property are the responsibility of the Villa Lot Owners to maintain; (4) providing for the payment of taxes and insurance on all property of the Association; (5) the repair and replacement of and additions to the property of the Association, and providing for the costs of labor, insurance, equipment, materials, management and supervision thereof; (6) providing lawn maintenance services for all the Common Property and Limited Common Property and all maintenance provided for herein for Villa and Duplex Lots, and lawn maintenance services for each Single Family lot. Lawn maintenance services shall include cutting and fertilizing, and such additional services as may be agreed upon by the Association; (7) providing a master water line for irrigation of all Parcels; and providing other services beneficial to the Owners as determined by the Board of Directors of the Association from time to time; (8) and for the purpose of carrying out the functions of the Association, including maintaining approved irrigation systems on single-family lots and Duplex Lots. The Board shall determine which services are to be provided from time to time and the extent of the service to be provided.

Section 3.2. Types of Assessments: There are several types of Assessments payable to the Association: (a) Annual Assessments are payable at an equal rate by all Parcel Owners as provided in Section 3.4 of these Covenants; (b) Special Assessments are payable by all Parcel Owners in accordance with Section 3.5 of these Covenants; and (c) Individual Assessments against any of the properties as further described herein, which apply to Villa, Duplex and single-family Lots.

Section 3.3. Enforcement of Assessments:

3.3.1. Personal Obligation: Each Owner is personally responsible for Assessments which come due during the time such Owner owns the Parcel. Persons taking title to a Parcel which is delinquent in the payment of Assessments are jointly and severally liable for all past-due amounts owed to the Association.

3.3.2. Lien: All Parcels are subject to a continuing lien to secure unpaid Assessments due to the Association whether or not the deed to the Parcel refers to these Covenants. This continuing lien also secures interest on unpaid Assessments, to the maximum amount permitted by law, late fees, interest, management company fees or charges in connection with delinquent accounts, assessments accruing after recording of the lien, and reasonable attorneys fees and costs. After complying with any pre-lien notice requirements, notice of the lien will be given by recording a claim of lien in the public records of Pinellas County, Florida, stating the Parcel description, the name of the record owner, the amount due, and such other details as required by law. The Association shall, on written request of any Owner or the Mortgagees of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Association which sets forth the Assessments levied against an Owner and Owner's Parcel and whether the Assessment has been paid. A properly executed certificate shall be binding on the Association as of the date of its issuance. The lien will remain in effect until all sums due to the Association have been fully paid.

Section 3.4. Annual Assessments: The Association shall fix the amount and the due date for the payment of the annual Assessment and the periods of collection. At any time, the Association may increase or decrease the amount of the annual Assessment, change the due date of the annual Assessment, or change the periods of collection. Assessments will be at an equal rate for all lots, including Villa and Duplex Lots, except as otherwise specifically provided herein. The Board shall notify the Owners of each Parcel of the amount and the due date on which the Assessments are payable and the place of payment. If the budget is increased by more than fifteen percent (15%) over the prior year's budget, excluding any charges for reserves or other non-recurring items, the membership can request that a special meeting be held for purposes of reconsidering the budget increase. Such request is to be made by a petition signed by at least thirty-three percent (33%) of the membership, and must be submitted to the Association within thirty (30) days following the adoption of the budget. Upon receipt of the petition the Board shall schedule a special meeting of the membership. At the membership meeting, the members or their proxy holders may adopt a substitute budget of not less than fifteen percent (15%) over the prior year's budget, if the substitute budget is approved by at least two-thirds (2/3) of the members voting in person or by proxy, provided that at least a majority of all members entitled to vote participate in the voting. If the substitute budget is not approved, then the original budget adopted by the Board of Directors shall take effect.

Section 3.5. Special Assessments: The Association may levy and collect a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement, or to pay in whole or in part for any other cost or expense, including without limitation operating expenses, properly incurred by the Association for the services it is authorized to provide. The Association may levy and collect a Special Assessment for a capital improvement or unbudgeted operating expenses without membership approval if the amount of the assessment is less than \$25,000.00, or three percent (3%) of the annual operating budget, whichever is greater. If the Special Assessment exceeds this amount, such Special Assessment

must be approved by a vote of two-thirds (2/3) of the Members of the Association who are participating in the voting in person or by proxy, at a meeting of the membership, provided that a majority of the total members entitled to vote participate in the voting.

Section 3.6. Individual Assessments: Assessments may be adopted against individual lots, and the owners of such lots, including Villa and Duplex Lots, based upon any occurrences where individual assessments are specifically authorized by this Declaration.

Section 3.7. Effect of Non-Payment of Assessment: Remedies of the Association:

3.7.1. Any assessment payment for the Annual Assessment not received by the Association within 10 days after the due date shall be subject to a late fee of Twenty Five Dollars (\$25.00) or such higher amount as permitted by the Florida Statutes as amended from time to time, and shall bear interest at the highest rate allowed by law until paid in full. If the Annual Assessment or any Special Assessment is payable in installments, the Association may accelerate payment of the unpaid balance of the entire Assessment and may enforce its lien for the Assessment by foreclosure or any other means allowable under the law, if any installment is not received within 10 days from the due date, and following notice of the intent to accelerate which is to be sent to the Parcel Owner. In any action commenced by the Association to recover unpaid Assessments, the Association may seek an order from the Court requiring any rental income generated from the property from which the Assessments are due, to be paid into the Court registry until the matter has been fully adjudicated.

3.7.2. Any other Assessment payment for a Special Assessment, Individual Assessment, or other type of Assessment not received by the Association within 10 days after the due date shall be subject to a late fee and shall bear interest at the highest rate permitted under the laws of the State of Florida until paid.

3.7.3. No Owner may waive or otherwise escape liability for Assessments by non-use of Common Property and Limited Common Property or by abandonment of the Parcel owned by such Owner. The Association may suspend the right to utilize the common recreational facilities if an Owner, is delinquent for more than 60 days in any assessment, special assessment, late fee, fine or other amount due the Association. Such suspension will also apply to the Owner's tenants, guests and invitees.

3.7.4. In addition to any other remedies available, the Association may terminate the right or privilege of any Lot Owners who are more than 60 days delinquent in the payment of any assessments, to use the clubhouse, recreational facilities, or other common facilities in the Pointe Alexis community, to the maximum extent permitted by law, and may suspend the voting rights of Owners who are delinquent for more than 90 days or such shorter time frame as allowed by the Florida Statutes.



Section 3.8. Subordination of Lien to Mortgages: The lien of any Assessment authorized by these Covenants shall relate back to the filing of the original Declaration and be subordinate only to the lien of any first mortgage on the Parcel.

Section 3.9. Damage by Owners: The Owner of a Parcel shall be responsible for any expense incurred by the Association to repair or replace Common Property or Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. The expense shall be paid and collected in the same manner as Assessments.

Section 3.10. Pool Fill Up Assessment: The Association shall charge to each Owner, who owns a swimming pool, an initial fill up assessment of Two Hundred Fifty Dollars (\$250.00), or the prevailing City rate for the amount of water required, pursuant to estimates approved by the Board of Directors. An Owner may be assessed for water usage when filling and re-filling a swimming pool in proportion to the amount of water usage in an amount equal to the then prevalent water rates charged to the Association by the City of Tarpon Springs. An annual ongoing water usage charge of One Hundred Dollars (\$100.00) will be imposed against the Owners of lots with swimming pools, in addition to the charges set forth above, to account for water usage other than filling or refilling of the pool. This charge may be adjusted from time to time by the Board of Directors based upon increases in the cost of the estimated water usage charges which must be paid by the Association.

#### ARTICLE IV OWNER'S PROPERTY RIGHTS

Section 4.1. Owner's Easement of Enjoyment: Limited Common Property shall be reserved for the exclusive use of the Owner or Owners to whom its use is limited. Subject to this limitation, every Owner shall have a non-exclusive right and easement in common with others for the use and enjoyment of the Common Property. This easement shall be appurtenant to and shall pass with title to the Parcel owned by such Owner. Owner shall have the privilege to use and enjoy the Common Property for as long as they are not delinquent in the payment of any assessment. This right may be transferred to the residents of the Parcel if persons other than Owner. Each Owner shall have a right of ingress and egress over the Common Property or Limited Common Property as needed for access to such Owner's Parcel.

Section 4.2. Access: Each Owner and his tenants, invitees, guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve Pointe Alexis, holders of mortgage liens on any Parcel and such other persons as the Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the walkways, private roadways and parking areas shown on the Plats. The rights are subject to the right of the City of Tarpon Springs or any utility to install and maintain utility lines and facilities in the private roadways. Ingress may be denied by the Association to any person who, in the reasonable opinion of the Association may create a disturbance or nuisance on any part of

the Pointe Alexis community. The Association shall have the right, but not the obligation, to remove or require the removal of anything, natural or artificial, if the same will, in the reasonable judgment and opinion of the Association, obstruct use by motorists or pedestrians upon any of the private roadways or parking areas. The Association may relocate or close any part of the private roadways without consent or joinder of any party so long as the Owners are not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Notwithstanding any other language in these Covenants to the contrary, each parcel shall have a permanent non-exclusive easement for ingress and egress over the streets shown in the Plats for Pointe Alexis, which easement for ingress and egress may not be in any way substantially altered, impaired, or extinguished by the Association or future amendment to or termination of these Covenants. The Association and its representatives, including the Architectural Control Committee, will have reasonable access to the exterior portions of all lots in the community in order to conduct inspections in regard to potential violations of these restrictions or the rules and regulations of the Association.

#### ARTICLE V OTHER RIGHTS OF THE ASSOCIATION

Section 5.1. Enforcement Rights: Following reasonable notice of a violation and the failure of an Owner to correct such violation, the Association, its agents, employees, and independent contractors shall have the right, but not the obligation, to enter upon any Parcel to cure any violation of these Covenants including without limitation the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Parcels and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Parcel who caused the violation to occur or to exist, which expense shall be payable by such Owner as an Individual Assessment to the Association in the same manner as other Assessments on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Association, its agents, employees, and independent contractors shall not be liable for any damages on account of the entry.

The rights of the Association described in this Article shall not be construed as a limitation upon the rights of the Association to impose fines for violations of any governing restrictions or rules, prosecute proceedings at law or in equity for the recovery of damages against persons, enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies proved at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Association to enforce the provisions of these Covenants, the Association shall be entitled to recover its costs and attorneys' fees if it is the prevailing party. The Association shall also be entitled to recover pre-litigation costs and attorneys' fees for demand letters and other enforcement action arising out of violations, to the maximum extent allowed by law.

Section 5.2. Common Property Rights: All rights in Article IV are subject to the rights of the Association:

5.2.1 to adopt reasonable rules and regulations pertaining to the use of the Common Property, Limited Common Property and Parcels, the preservation and maintenance of such property and parcels, and the safety and convenience of the Owners, and the suspension of use rights for recreational facilities for violations to the governing documents, in accordance with the requirements of the Florida Statutes;

5.2.2 to convey or encumber any Common Property and Limited Common Property if authorized by two-thirds of the Members who participate in the voting in person or by proxy, provided that a majority of the entire membership participates in the voting. No dedication, conveyance or transfer will be effective unless such instrument is recorded in the Public Records of Pinellas County;

5.2.3 to grant easements and rights-of-way over the Common Property and Limited Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and Limited Common Property and for the development and improvement of any portion of the Pointe Alexis community;

5.2.4 to assess fines for violation of these Covenants or the Rules and Regulations adopted by the Board of Directors, which shall be added to the next installment of the annual Assessment to which the Parcel is subject and shall be enforceable in the same manner as assessments, as provided in Article III of these Covenants, to the maximum extent permitted by the Florida Statutes as amended from time to time.

Section 5.3. Management: Any management company retained at the discretion of the Board of Directors shall be licensed as required under the laws of the State of Florida.

## ARTICLE VI EASEMENTS AND CONSTRUCTION

Section 6.1. Easements for Utilities and Cable Television: The Developer has reserved a perpetual easement on, over and under the easements on Parcels and Limited Common Property for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, the Developer has reserved an exclusive easement over each Parcel for the installation and maintenance of television cables within Pointe Alexis. The Owners of Parcels subject to the easements reserved in the paragraph shall acquire no right or interest in utility, irrigation or cable television equipment placed on, over or under the portions of Pointe Alexis which are subject to said easements. All easements originally reserved by Developer are and shall remain private easements for the use and benefit of the intended parties for whom the easements were reserved, and for the Association as the successor to the Developer.

Section 6.2. Drainage Easement: Drainage flow shall not be obstructed or diverted from drainage easements.

Section 6.3. Maintenance Easement: The Association reserves an easement in, on, over and upon each Parcel for the purpose of preserving, maintaining or improving the Common Property or Limited Common Property.

Section 6.4. Approved Builders: The Board of Directors may designate certain approved builders to have the authority to construct a model home on a vacant lot in the community, and to conduct sales activities in connection with any unsold lots within Pointe Alexis. No sales or other business is to be conducted on the property with regard to any properties except for unsold lots within Pointe Alexis. Only a model home may be used as an office by an approved builder, and no trailers are permitted on the property, except for such temporary period of time as may be approved in writing by the Board of Directors under special circumstances.

Section 6.5. Construction Completion Date: The construction of all homes on vacant lots in the Subdivision shall be performed by any Approved Builder. Builders must be approved in accordance with procedures adopted by the Board of Directors. Construction must be promptly commenced upon the issuance of any building permit, and diligently pursued to completion. A Certificate of Occupancy must be obtained within 12 months from the date of the issuance of a building permit, unless circumstances beyond the control of the owner and the builder prevent such completion, and the Board of Directors grants an extension of time to the Lot Owner.

## ARTICLE VII PROVISIONS RELATING SOLELY TO VILLA AND DUPLEX LOTS

The following provisions apply only to Villa Lots, and to the two Duplex Lots where applicable:

Section 7.1. Easements: Each Villa and Duplex Lot Owner, by acceptance of such Owner's deed, grants to the Association and Owners of the adjoining Villa or Duplex, the right and easement to install and maintain utility lines and heating or air conditioning lines, electrical wires and pipes under such Owner's Lot or in and through the Villa or Duplex roof and party wall, provided that use of this easement shall not damage or destroy any Lot or Villa or Duplex property. Any damage to the Lot or property caused by an Owner's or Association's use of this easement shall be restored at the expense of the Owner, or the Association, depending on who is responsible for such damage.

Section 7.2. Parking: Each Limited Common Property parking space is limited to the use of the Owner of the Villa Lots to which it has been assigned, provided that the Owner of a Villa Lot may exchange one or both of their assigned parking spaces with that assigned to another Villa Owner if this is done in writing, with a copy provided to the Association. Further,

when the Owner of a Villa Lot is not using their assigned parking spaces, they may provide written authorization for another resident to use such spaces. Parking spaces may only be used in accordance with all restrictions in this Declaration relating to parking, including but not limited to vehicles which are permitted to be parked at the property.

Section 7.3. Common Walls: Each Lot Owner of a Villa or Duplex Lot, by acceptance of his deed, grants to each adjoining Lot Owner the right and easement to use the common wall shared by their Villa or Duplex ("party wall") for support, utilities, and any other purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an Owner shall not damage the wall or impair the right of the adjoining Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he causes to the party wall of another Villa or Duplex. If the party wall is destroyed, any adjoining owner may restore it and the owner at fault for destroying the wall shall pay for the cost of restoration provided if the wall is destroyed without the fault of either owner then both adjoining owners shall contribute equally to the cost of restoration.

Section 7.4. Easements Across Villa or Duplex Lots: As the nature of Villa or Duplex development may require the entry into Common Property or Limited Common Property or adjacent Duplex or Villa Lots for the purpose of maintaining adjoining Duplexes or Villas, each Owner by acceptance of his deed grants to an adjacent Duplex or Villa Lot Owner, and the Association, their agents or employees the right of ingress or egress over his Duplex or Villa Lot where necessary or desirable to permit the maintenance and repair of such adjacent Duplex or Villa or other improvements and Association grants such right to each Owner as to the Common Property in connection with any necessary maintenance or repair.

Section 7.5. Easements for Eaves, Overhangs and Other Projections: The eaves and other similar projections of some Villas as constructed by the Developer or other Builder may encroach upon adjacent Villa Lots or Common Property or Limited Common Property. Therefore, the Association reserves for itself and for any future owner of such encroaching Villa, and the Owner of each Lot, by acceptance of his deed grants to the Owner of each adjacent Villa Lot a perpetual easement over such portion of each Lot as is necessary to accommodate the eaves and other similar projections as originally constructed by the Developer or other Builder to permit the existence of such encroachments. In the event of destruction of the Villa on the Lot which is encroaching upon the other Lot, the easement granted hereby shall permit the eaves and other similar projections for any replacement Villa constructed on such Lot in accordance with the Declaration to encroach upon the adjacent Lots to the same extent as the Villas originally constructed on the encroaching Lot by the Developer. The Association hereby grants to each Owner an easement over the Common Property or Limited Common Property as required for the eaves, overhangs and other projections of the Villa over the Common Property or Limited Common Property.

Section 7.6. Decks: The Developer and the Association have granted to the Owners of each Villa Lot, the right and easement to construct a deck or patio over the Common Property or Limited Common Property, provided, that the deck or patio is constructed by the Owner with the consent of the Developer or the Association in accordance with Article VIII of these Covenants. No deck or patio is to be modified, replaced, or expanded beyond the existing dimensions without prior written approval from the Association under the provisions of Article VIII of this Declaration.

Section 7.7. Maintenance of Villas and Duplex:

7.7.1. Each Villa and Duplex structure and Villa and Duplex Lot, shall be maintained by the Owner, in a neat and attractive condition, except as otherwise specifically provided for in this Declaration. All landscaping on Common Property, and on the Villa Lots, will be maintained by the Association, provided that any changes or additions to such landscaping must be approved in writing by the Association prior to any Owner making such changes, and any unauthorized alterations may be removed by the Association at the expense of such Owner. Any additions or alterations to landscaping on the Villa Lots must be replaced by the Owner, if replacement is required. If the Owner fails to replace such landscaping, then the Association may remove such item(s).

(A) Each Villa and Duplex Lot Owner shall arrange for the treatment of termites and pest control. The Lot Owner shall provide proof of treatment to the Association, if requested. The Association is not obligated to request or confirm that such coverage is in place, and is not liable for any damages or loss arising out of any lack of coverage. The Association, in its discretion, may contract for termite and pest control treatments on an annual basis for an entire Villa or Duplex building, including any tenting of buildings that is required to treat termite infestations. In the event the Association contracts for termite and pest control services for a Duplex or Villa building, the Owners of the affected Lots shall be responsible for the equal proportionate costs of any such contracts. Such amount shall be imposed as an Individual Assessment against the Owners in such building(s). All assessments for such termite and pest control contracts shall be pursuant to the rights and obligations as outlined in Article III of the Declaration.

7.7.2. Repainting of exterior walls of Villas and Duplex, and the exteriors of any fenced enclosures on the Villa Lots shall be done only upon the prior written approval of the Association to any building or fence determined by the Association to require repainting, at the expense of the affected Lot Owner(s). The owners shall select the color and type of paint adhering as closely as possible to the original colors, or the approved colors established from time to time by the Architectural Control Committee (ACC), unless a change to the colors is authorized by a vote of the Board of Directors of the Association, after consulting with the ACC and the affected Owners. The Villa or Duplex Owners who are required to repaint will be notified by the Association, and will have 90 days to agree upon and commence the repainting, with such agreement requiring the consent of the owners of at least seventy-five percent (75%) of the affected Lots, and if they cannot agree among themselves, the Association may select the

color and otherwise undertake the necessary work and assess the Owners of each affected Lot for their pro rata share of all expenses incurred. Alternatively, the Association may bring legal action against any Owners who refuse to cooperate in having the work done, or to otherwise fulfill their responsibilities under this section of the Declaration.

7.7.3. Exterior maintenance of the Villa and Duplex buildings, except for repainting, and termite and pest control, which is addressed above, will be handled as follows:

(A) As to roofing repairs and replacement, the same procedures as set forth in Subsection (B) below shall apply to any repairs or replacement of the roofs which affect more than one lot. The Board of Directors shall have the final decision-making authority as to whether replacement is needed in the event that the owners of seventy-five percent (75%) of the affected Lots cannot agree.

(B) As to any exterior maintenance to a building affecting more than one Lot, the affected Owners of the Lots in such building will be responsible for a pro rata share of any costs of such maintenance, based upon the number of Lots in the attached building. Individual Owners are responsible for any repairs to their own Lot, including exterior siding, if the repair only affects their individual Lot. Individual Lot Owners are also to maintain their own doors and windows and all related framing and operating mechanisms for doors and windows. Prior to any individual Villa or Duplex Owner undertaking any other maintenance for which they will seek reimbursement from the other Owners in the building, notice to all of the other Owners is to be provided, along with a reasonable period of time under the circumstances (14 days unless an emergency is involved) for the other Owners to agree or disagree in writing as to whether the particular maintenance activity is needed. In the event that all Owners in a Villa building do not agree that the maintenance work is needed, then any Owner who feels that the work is necessary may appeal this issue to the Board of Directors and the decision of the Board shall be final and binding on all of the Owners in that building.

(1) The Board will consult with such experts or consultants as it deems appropriate in order to reach a decision. Once the required percentage of Owners have agreed that a repair is necessary, all affected Lot Owners shall be responsible for contributing their pro rata share to whomever is coordinating the work on behalf of the Owners in that particular building. If the Board of Directors determines that work needs to be done due to the inability of the Owners in a particular building to be able to agree on this, then all Owners shall be responsible for paying their pro rata share of the expenses, and one of the Lot Owners will coordinate the work. If none of the Lot Owners in a particular building will agree to coordinate any work which is necessary, the Board of Directors may coordinate the work, provided that all Lot Owners pay their pro rata share of the expenses to the Association, in advance if required. In the event that any particular Owner is unwilling or unable to pay, the Board of Directors may determine that the Association will advance the expenses which are needed to undertake the work, and impose an Individual Assessment against any Lot Owner who has refused to pay their pro rata share. The Board of Directors is under no obligation to advance funds or to assist the Villa or Duplex Owners in undertaking repairs.

(2) In regard to the Duplex building, the same right to appeal to the Board will be available in the event that the Owners of both of the Duplex Lots cannot agree on a particular item.

(C) Villa Lot Owners are to maintain and replace, as necessary, any carport, deck, or storage unit serving their individual Lot. Where any of these improvements serves more than one Lot, all Lots which are served by the particular improvement shall share in the costs of repair or replacement of such improvements on a pro rata basis. In the event that the Lot Owners cannot agree as to whether and to what extent maintenance or replacement of any items is needed, the Board of Directors of the Association will be available to make a binding determination as set forth in Subsection (B) above.

(D) Duplex Lot Owners are to maintain their own driveways.

7.7.4. In the event of damage or destruction by fire or other casualty to the improvements on any Villa or Duplex Lot, the Owner or Owners shall repair or rebuild such damaged or destroyed Villa(s), Duplex, and other improvements in a good workmanlike manner, as closely as possible to the original plans and specifications and building layout of said improvements as constructed by the Developer or other Builder, and to comply with current codes and governmental regulations, when required by law, within a reasonable time not to exceed one (1) year, unless an extension of time is approved by the Board, and such work is also to be in accordance with the provisions of these Covenants. Once the work is commenced, it must be diligently and continuously pursued until completion. All debris must be removed and the Villa or Duplex Lot restored to a reasonable and safe condition within thirty (30) days of such damage or destruction. In the event a Villa or Duplex Owner fails to reconstruct the damaged Villa or Duplex, or to promptly clear any debris and restore the Lot to a reasonable and safe condition prior to undertaking the repair work, the Association shall have the authority to make all repairs deemed by the Association to be necessary or appropriate, after reasonable notice to the Lot Owners, and the costs therefore shall be assessed against the Owners in the same manner provided in Article III above, as an Individual Assessment against the Owner and the Lot.

(A) If major damage occurs all of the units in a Villa or Duplex building, and the improvements are not to be rebuilt, the Owners, or the Association in the event the Owners do not act, shall remove all debris, and restore the property to the condition of a sodded area in a neat and attractive condition. The only circumstances where an entire Villa or Duplex building is not to be rebuilt is when major damage occurs to all of the units in a Villa or Duplex building, and where either (a) where the damage is so severe that the total estimated cost of repairs needed to restore the improvements in one or more buildings to their former condition, or to bring them into compliance with applicable laws and regulations, exceeds the estimated combined fair market value of all Units to be repaired, as estimated based on the value of the Units after repairs are made; or (b) if as a result of severe and catastrophic damage, it becomes



impossible to reconstruct one or more buildings in their prior physical configuration, because of land use laws or regulations which apply at the time of such major damage or destruction of the property.

In such case, the Board of Directors must make a determination that one of these conditions has been met, and notice of the Board meeting where this issue will be considered will be provided in writing to all Owners in any affected building, at their last-known addresses, at least ten (10) days prior to the Board meeting where this issue will be considered.

(B) Any other Lot Owner in any affected building may also undertake any action on behalf of an Owner who fails to act, following reasonable notice to such Owner, and will be entitled to recover all costs and attorneys' fees incurred from the Lot Owner(s).

7.7.5. The Owner of each Villa Lot or Duplex Lot shall maintain insurance coverage for the cost of repairing or replacing the Villa or Duplex in the event of a casualty, including but not limited to fires, windstorms and other casualty event typically insured for similar properties, including flood insurance for those properties located within a special flood hazard zone. The minimum amount of required coverage shall be determined annually by the Board of Directors of the Association, based upon replacement costs, property values, and other relevant information. Proof of insurance coverage is to be provided to the Association upon request by each Villa or Duplex Owner. If proof of insurance coverage is not provided, fines may be adopted against such Villa or Duplex Owner, and other legal remedies may be exercised by the Association, and the Owner will be responsible for all costs and attorneys' fees incurred by the Association in enforcing this requirement. The remedies of the Association include the option of obtaining insurance on behalf of any Owners who fail to provide proof of insurance coverage after demands by the Association, including a final demand which is to be sent by both certified and first-class mail to the Owners, advising them that the Association may obtain insurance for their Lot on their behalf, if they fail to respond and provide acceptable proof of coverage. All costs and fees incurred by the Association will be the personal obligation of any such Owners and will also constitute a lien against such Owners Lot(s), upon the filing of a Claim of Lien, collectible in the same manner as unpaid assessments. The Association will not be liable for failing to confirm the existence of insurance coverage by any Owners, or failing to place involuntary coverage on any Lot.

(A) Any insurance proceeds which are designated for the damage to any structures must be applied toward reconstruction or repair, or for clearing improvements from the Lot if the entire building is not to be rebuilt as provided for in Section 7.7.4 above, and the Association and any other affected Lot Owner are third-party beneficiaries of any coverage for damages, and may enforce this requirement, and will be entitled to recover all costs and attorneys' fees incurred in enforcing the requirements set forth in this subsection.

7.7.6. In the event that any Owners in a Villa or Duplex building advance monies to undertake necessary maintenance or repair, as a result of the failure of one or more Lot Owners in that building to comply with the responsibilities of such Lot Owner following

reasonable notice of the action required, the Owner who advances funds will be entitled to recover interest at the maximum rate allowed by law, as well as all costs and attorneys' fees, in any enforcement action against the Lot Owners who have failed to pay their share of any expenses under Article VII of this Declaration.

## ARTICLE VIII USE RESTRICTIONS

Section 8.1. Duties and Powers of the Association: Except as otherwise provided in this document, no improvement shall be constructed on the Common Property and Limited Common Property and no alterations of the exterior of any dwelling (including single-family homes, duplexes, and villas), or alteration or permanent improvement of any parcel, shall be effected, including any change in color or exterior appearance without the prior written consent of the Association. The Association shall have the right to approve or disapprove any building, fences which are permitted by these restrictions, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device or object, planting or other improvement, change, addition, modification whatsoever, and to approve or disapprove any exterior additions, changes, modifications or alterations to the exterior appearance of Dwellings, including the exterior color, finish, roof colors and textures of any dwelling or other improvement. Disapproval of any change, addition, modification or alteration may be based solely upon aesthetics. The Association shall have the authority to develop, adopt, and amend architectural standards and guidelines for the community. Additionally, the Association shall have the authority and discretion to appoint an Architectural Control Committee (ACC), which may act in its place and exercise any of the rights and duties designated in this section, or such portion of those duties as are delegated by the ACC by the Board of Directors of the Association. It is the Association's intent to protect the community from nuisances and to maintain the aesthetic quality, with substantial uniformity of the dwellings.

Section 8.2. Architectural Approval Procedure: The Association shall approve or disapprove the plans for an improvement or modification, in writing, within thirty (30) days after the same is submitted to it in proper form, unless the circumstances require an extension of time for an additional thirty (30) days in which case notice is to be provided to the applicant of such extension of time. If the plans are not approved within such period, they shall be deemed to have been approved. In the event of disapproval, the Association will notify the Owner of the reason(s) for disapproval. The plans submitted to the Association for approval shall include all plans necessary for construction and shall meet the following standards where applicable: a) Be not less than 1/8" = 1' scale. b) Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification. c) Include a list of proposed materials and samples of exterior materials and finishes which are to be described to the Association's satisfaction.

8.2.1. The Association shall not be responsible for defects in plans or specifications or for defects in the improvements or the failure of any contractors to have all required licenses, or to otherwise satisfactorily perform their obligations. The Association's

review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes. Owners shall be required to comply with all codes and other governmental requirements, and to ensure that any persons performing work on their property also do so.

8.2.2. Any landscaping plan changes or alterations submitted to the Association shall provide for and include the following items: 1. A landscape scheme; 2. A list of all plant stock included in the scheme; 3. The size of such stock at the time of planting; and 4. An irrigation plan.

### Section 8.3. Miscellaneous Use Restrictions:

8.3.1. No fences or walls, other than those required by law, or perimeter walls or fences for the community which are approved by the Board of Directors and any affected Lot Owners, shall be constructed on any Parcel. Detached auxiliary structures, including dog houses or storage buildings, are not permitted without prior written approval of the Association.

8.3.2. All Parcels are residential parcels and shall be used exclusively for single family residential purposes.

8.3.3. No more than the following number of long-term occupants may occupy any dwelling in the community: five (5) persons for a two-bedroom dwelling; seven (7) persons for a three-bedroom dwelling; nine (9) persons for a four-bedroom dwelling. Short-term guests, as defined from time to time in rules adopted by the Board of Directors will be excluded, and short-term variances may be granted by the Board for unanticipated occupancy by immediate family members. Occupancy of all properties is limited to the primary use of such property for single-family residential purposes. "Single-family" use may be further defined in rules and regulations adopted by the Board, including the maximum number of unrelated persons who may occupy a dwelling, excluding short-term guests.

8.3.4. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property at anytime except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Clotheslines, if any, shall be moveable or retractable in nature, and are to be taken inside the dwelling or retracted when not in use, and must not interfere with lawn maintenance services. No clothing or cleaning articles shall be hung or displayed on any part of the Parcel so that it is visible from a location outside of the Parcel, to the maximum extent permitted by the configuration of the property.

8.3.5. No animals, except usual household pets, shall be kept on or in any Parcel. The owners or occupants of any Lot may have a maximum total of three (3) of the following types of pets: dogs, cats and other typical household pets. No farm animals, snakes, or other exotic animals will be permitted to be kept as pets, either temporarily or permanently. This

maximum total shall not preclude the owner or occupant from having birds, fish and caged indoor pets such as hamsters, in addition to the total of three (3) other household pets. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered or spayed. No animal shall be permitted outside a Dwelling unless on a leash, or when such pet is being carried by the pet owner or other responsible person. Pet owners shall not allow pets to defecate on other individually owned lots, to the best of their ability. The area between the sidewalk and the street is defined as Common Property and may be used for this purpose. Owners shall clean up after any pet in their care. In the event that the Board of Directors determines that any pet has become a nuisance or unreasonable disturbance due to barking, aggressive behavior, or other disturbances of the peaceful enjoyment of the property by other residents, the Board may require that such pet be removed from the property. Prior to a final decision regarding removal, the Board will provide the pet owner with notice and an opportunity for a hearing before the Board of Directors.

8.3.6. Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a unit, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

8.3.7. All "For Sale" or "For Rent" signs shall be uniform in size and color and lettering and conform exactly to the design approved by the Association. Such signs shall be placed at least 5 feet back from the sidewalk in front of the dwelling and cannot be located on the outside of any dwelling or the inside or outside of any windows.

"Open House" signs shall be permitted but must be placed on the property which is the subject of the open house, and only during the hours of the actual open house.

"For Sale" signs for vacant lots shall be placed midway between the side lot lines and twenty (20) feet from the nearest street line.

No other signs shall be permitted on the lots or Common Property unless approved in writing by the Association.

8.3.8. The Association shall control the height of all fences, walls, hedge or shrub planting on any parcel to prevent obstruction of sightlines to any roadway or intersection.

8.3.9. Mailboxes shall be uniform and approved by the Association.

8.3.10. No Dwelling shall be leased or rented for a period of less than three (3) consecutive months. No Dwelling, otherwise eligible to be rented or leased, shall be leased more than twice in any twelve (12) consecutive month period. In the event of a violation, the Owner will be subject to fines in addition to other remedies for noncompliance, and will be precluded from leasing the property again after the termination of any unauthorized lease, for the period of time that any unauthorized lease was in effect. Following any required approval of such lease, a copy of the lease on each Dwelling shall be delivered to the Association before the time the tenant takes possession of the Dwelling. When a Dwelling is rented or leased, a tenant shall have all use rights in the Association property and the common areas otherwise readily available for use generally by the lot owners (except that tenants may not rent the clubhouse for exclusive use) and the lot owner shall not have such rights. The lot owner may not retain such use rights in any rental agreement or lease or by any other agreement with a tenant. The purpose of this provision is to prohibit dual usage by a lot owner and a tenant of Association property and the common areas available for use generally by lot owners. Guests are hereby defined as individuals visiting the lot owners, tenants or lessees on a temporary basis while such individuals are in residence.

8.3.11. Owners, residents, their guests, or invitees shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

8.3.12. Drapery or window treatment visible from outside of a Dwelling shall be white or beige or other shade or color approved by the Association. Window treatments other than shades, blinds, plantation shutters, drapery or curtains are subject to the prior approval of the Association.

8.3.13. Recreational vehicles, motor homes, mobile homes, campers, travel trailers, other trailers, and boats shall not be parked, or stored, on any Parcel or on the Common or Limited Common Property, except for loading and unloading of such vehicles in accordance with rules and regulations adopted by the Association from time to time, unless such vehicles or items are kept concealed at all times in an enclosed garage. Vans, SUVs, and non-commercial pickup trucks used primarily as passenger vehicles, shall be permitted to be parked on the Parcels or Limited Common Property, provided that these are not considered to be "commercial vehicles". All other trucks and vans, including any vehicle which shows signs of commercial use, such as advertising, signage, or other visible evidence of commercial use, are considered to be "commercial vehicles" and are prohibited from being parked at the property unless temporarily present for business purposes, or unless such vehicle is kept fully concealed in an enclosed garage at all times when parked on the property. Repair of vehicles, campers, trailers, or boats, within Point Alexis is prohibited. Inoperable vehicles shall be removed within 48 hours of becoming inoperable.

8.3.14. The owner of a single-family lot shall be responsible for the landscaping and maintenance of the entire lot in a neat and attractive condition, to include regular trimming of all palm trees, but specifically excluding any areas which are voluntarily maintained by the Association. Services which are currently provided by the Association, and which may continue to be provided in the future, include lawn maintenance services such as regularly cutting and fertilizing, as well as providing any necessary pest treatment, and any other services deemed appropriate by the Association. No gravel, rocks, artificial turf or similar materials may be permitted as a substitute for grass. All new plantings or landscaping modifications must be approved by the Association or ACC in writing before any such modifications are made.

(A) The owner of a single-family lot shall also be responsible for repairing and maintaining all structures on the property in good condition at all times, and for restoring the property after a casualty event. The owner shall be required to promptly repair or rebuild such structures, or restore the property to open space, and keep the property in a neat and safe condition, if any structures are not to be repaired or rebuilt.

8.3.15. There shall be no parking on the grass anywhere in Pointe Alexis, or in any area not intended for the parking of vehicles, and parking in the streets between the hours of 4:00 A.M. and 6:00 A.M. is strictly prohibited, as well as parking in the street at any time in a manner which allows adequate room and access for emergency vehicles. The Association may tow any vehicles parked in violation of this section and other applicable rules and regulations.

8.3.16. Leasing Approval. All leases shall be subject to prior approval of the Association. Failure to obtain lease approval prior to commencement of the tenant's occupancy will be considered a violation and subject the Owner to fines and other penalties. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, the 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 any limitation imposed by the Florida Statutes as amended from time to time. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease prior to the approval of such 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.

(A) Reasons for potential disapproval are limited to the following:

(1) Failure of the Lot Owner to make arrangements which are satisfactory to the Association, regarding past due fines and assessments;

(2) If the application shows that the tenants will be in non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations;

(3) Providing false or incomplete information in connection with an application; or

(4) Any of the proposed occupants being identified by the Florida Department of Law Enforcement, or any successor agency, as a sexual predator or sexual offender.

(B) 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. Such Lease Addendum 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 if deemed necessary, if the Owner fails or refuses to take satisfactory enforcement action against any tenant. Additionally, the Lease Addendum shall contain an agreement by the Owner to assign the rent coming due under the lease, in an amount necessary to bring the Owner's account current, in the event that the Owner becomes more than 30 days delinquent in the payment of assessments. If a Lease Addendum is not executed, the lease shall be deemed to include such provisions, and the Owner is jointly and severally liable for any violations committed by a tenant. 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 unit, that all assessments in regard to the unit be current.

(C) It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application on the prescribed form with all required information.

(D) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the 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 remove the tenant in which event the Owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association. The Association may also impose fines against any Owner who fails to comply with this section. The Association shall not be liable to any persons for disapproval of any leases in accordance with this section, so long as the Association acts in good faith in connection with any such action.

8.3.17. Sales and Transfers Subject to Approval. No unit owner shall dispose of a unit or any interest therein by sale, except to a spouse or immediate family member, or a trust of which the Owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association, as follows (failure to do so is considered a violation, and the Owner may incur fines and other penalties):

(A) Within a reasonable time, not less than twenty (20) days prior to the sale, transfer or conveyance of the unit, an 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 unit, the transfer of a majority of the beneficial ownership of such entity shall be considered a transfer of interest in the unit. 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 any limitation imposed by the Florida Statutes as amended from time to time. It shall be the Owner's obligation to furnish the purchaser with a copy of all pertinent documents including this Declaration and the current Rules.

(B) It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed sale, transfer, or conveyance within ten (10) days after receipt of the application on the prescribed form with all required information.

(C) 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, or 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 potential disapproval are limited to the following:

(1) Failure of the Owner to pay, or make arrangements which are satisfactory to the Association to pay, all outstanding fines and assessments;

(2) If the application shows that the purchasers will be in non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations;

(3) Providing false or incomplete information in connection with an application; or

(4) Any of the proposed occupants being identified by the Florida Department of Law Enforcement, or any successor agency, as a sexual predator or sexual offender.

(D) The Association shall not be liable to any persons for disapproval of any sales in accordance with this section, so long as the Association acts in good faith in connection with any such action.

8.3.18. The Lot Owner shall, upon construction of a residence, install an irrigation system on the Lot which is compatible with the Irrigation System existing in the Community. If this new system is acceptable to the Association, the Lot Owner shall be responsible for making the connection to the Irrigation System at a point designated by the



Association, at the Lot Owner's expense. The Lot Owner must make any reasonable alterations to the system required by the Association to make the system acceptable to the Association. The Lot Owner is prohibited from utilizing the potable water system or well water for the Lot irrigation system.

8.3.19. Owners, residents, their guests, or invitees shall not utilize water from the master metered community water system for irrigation purposes, whether by hose, temporary sprinkler, or installed sprinkler system, subject to the discretion of the Board of Directors, to allow watering of new plantings. Additionally, potted plants and flower beds may be hand watered, and approved decorative fountains may utilize water from the community system. In the event water from the community system is utilized for such purposes, the Lot Owner shall pay to the Association, upon demand, the amount for such water usage as determined by the Association.

8.3.20. Recreational and playground equipment shall be installed only upon the rear of a Lot as approved by the Association pursuant to Section 8.1 and 8.2 of the Declaration. Recreational and playground equipment shall not be stored so as to be visible from the street.

8.3.21. Only those satellite dishes and antennas which are specifically required to be permitted by federal or state law may be placed on any Lot. These are to be positioned as inconspicuously as possible, on the side or rear of the residential structure on such Lot, if possible, and in accordance with such other rules and guidelines as may be adopted by the Board of Directors from time to time.

#### ARTICLE IX UTILITY PROVISIONS

Section 9.1. Water System: The central potable water supply system provided by the City of Tarpon Springs, for the service of Pointe Alexis shall be used as the sole source of water. Except as specifically provided for herein for surcharges or extra usage of water, the cost of water will be paid by the Association, and will not be separately metered to Parcels. No individual water supply system or well shall be permitted on any Parcel. Each Owner shall maintain, repair and replace all portions of the potable water lines located within the boundaries of such Owner's Lot which serve only that particular Lot. This does not apply to the irrigation system for the Lot, which is maintained by the Association.

Section 9.2. Sewage System: The central sewage system provided by the City of Tarpon Springs, for the service of Pointe Alexis shall be used as the sole sewage system for each Parcel. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of such Owner's Lot. The cost of sewer treatment will be paid by the Association and will not be separately metered to or billed to the parcels. No septic tank or drain field shall be placed or allowed within Pointe Alexis.

Section 9.3. Garbage Collection: The Association will pay for garbage, trash and rubbish to be removed from the Lots, as regularly scheduled by the entity providing such service for the Association, as a common expense of the Association.

Section 9.4. Electrical and Telephone Service: All telephone, electric, cable television, and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground in a manner acceptable to the Association.

#### ARTICLE X THE ADDITION OF COMMON PROPERTY

Section 10.1. Additions to Common Property. No further additional property is to be added to the Pointe Alexis community. If the Association becomes the owner of any vacant lots, such lots may be used in the same manner as other Lots, or alternatively as Common Property, as determined by the Board of Directors from time to time.

#### ARTICLE XI GENERAL PROVISIONS

Section 11.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and were to be and remain in effect for a period of twenty (20) years, after which time they were to be automatically extended for additional periods of ten (10) years, and so extended each ten (10) years until such time as they may be terminated, and shall inure to the benefit of, and be enforceable by, the Association, the Owners and their respective legal representatives, heirs, successors and assigns. These Covenants may be modified only by a duly recorded written instrument executed by the President (or Vice President) of the Association upon affirmative vote of two-thirds (2/3) of those Owners participating in the voting at a meeting, in person or by proxy, provided that a majority of the entire membership participates in the voting in order for the vote to be valid; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. If these Covenants are terminated, the Owners of Lots shall continue to have easements for ingress and egress to their property, and easements and other rights which apply to Villa or Duplex Lots which have attached units, as these relate to common walls shared by two Lot Owners. Any amendment which would affect the surface water management system, including the water management portions of the Common Property and Limited Common Property must have the prior approval of the Southwest Florida Water Management District.

Section 11.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, by first-class mail, postage prepaid, unless notice by other means is specifically required by this Declaration or other application law, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Notices to the Association are to be sent to the President or management company for the Association, or alternatively to the Association's registered agent with the State of Florida.

Section 11.3. Severability: Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are to be severable.

Section 11.4. Hierarchy of Documents: In the event of any dispute arising under these Covenants, the Declaration shall control over the Articles of Incorporation and the Bylaws, and the Articles of Incorporation shall control over the Bylaws.

Section 11.5. Gender: The use of one gender (e.g., "his" or "her") in any part of this Declaration is not intended to be exclusive, and will be deemed to include the other gender as well.

END OF AMENDED AND RESTATED DECLARATION