

ARTICLE IV - PROPERTY RIGHTS

Section 4.03 - Limitation Upon Use of Common Areas. No Owner may plant, erect or maintain any fences, hedges, walls or other improvements upon the Common Area except those landscaping improvements required to be installed along the street frontage of each Lot between the curb line of the street to the property line. The Board of Directors of the Association may establish reasonable rules and regulations concerning the use of the Common Area.

ARTICLE IX - MAINTENANCE OF COMMON AREAS. LOTS, DOCKS AND COMMUNITY LAND

Section 9.01. The responsibility for the maintenance of the Common Areas, Lots and community land within the Development shall be as follows:

- (a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. It is specifically understood that the roads of the Development are private in order to insure security. They are not dedicated to the public as in other subdivisions and, therefore, the cost and responsibility of road maintenance shall be borne by the Association. Notwithstanding anything contained herein to the contrary, each Lot owner shall be required to maintain that portion of the Common Area located adjacent to the front property line of his Lot which lies between the curb of the street and the front property line. This area shall be required to be maintained with sod, tree landscaping and irrigated as required by the Architectural Review Board.
- (b) Lots. Each Owner shall be responsible for the maintenance of his Lot, through the Association and the provided method for payment of assessments and right-of-way areas, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other improvements located on a Lot. In the event an Owner fails to maintain his Lot and the exterior of the Dwelling in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days written notice to the Unit Owner and the cost of said maintenance shall be assessed by the association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.
- (c) Docks. Docks, as and when constructed, shall be maintained by the Owner's Association and the costs thereof shall be assessed to each property owner who is assigned dock space. Determination of the assignment of dock space shall be done exclusively by the Developer.

ARTICLE XI - MISCELLANEOUS

Section 11.12 - Town of Belleair. All of the covenants, conditions and restrictions contained herein shall be enforceable by the Town of Belleair, Florida, and by acceptance of delivery of a deed or other instrument of conveyance with respect to any Lot or Parcel covered hereby, each Owner, and his successors and assigns, consents to said enforcement power. Nothing herein shall

be construed, however, so as to impose upon the Town of Belleair, Florida, any obligation or requirement to investigate, police or act to enforce any violation thereof. Furthermore, prior to initiation of any formal proceeding to enforce any provision hereof, the Town of Belleair, Florida, first shall serve written demand upon the then existing Board of Directors or other governing body of the Association designated herein, allowing such Board thirty (30) days within which to compel such compliance with this Declaration, or if said compliance cannot be obtained within said time, to initiate and thereafter diligently pursue legal action to compel such compliance. No omission or failure to act by the Town of Belleair, Florida, under this paragraph with respect to any individual or collective violations of this Declaration shall be construed as, nor shall it constitute, any waiver, relinquishment or estoppel as to the Town of Belleair's subsequent right to enforce the same or any other violation hereof. To the extent this Declaration or any provision hereof contains any development, construction or other requirements more stringent than the standard provisions for subdivision development or building construction contained in the Town Code for the Town of Belleair, the more strict standards shall apply. In this regard, the Town of Belleair, Florida, shall have the right to deny any building permit or certificate of occupancy sought for any structure upon the property covered by this Declaration, if the plans and specifications therefor do not meet with the strict requirements of this Declaration, in addition to any requirements of general application to such structures under the then existing Town Code. In the event the Town of Belleair, Florida, is required to take any legal action to exercise its rights hereunder, it shall be entitled to recover, in addition to the taxable costs incurred incident thereto, a reasonable attorney's fee for all legal services rendered incident thereto on behalf of the Town of Belleair, Florida.