

THIS INSTRUMENT PREPARED BY:
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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR KYLEMONT AT LANSBROOK**

THIS DECLARATION, is made effective as of the 21st day of July, 1995 by JOHN KEVIN POORMAN, not individually, but as successor Co-Trustee under Land Trust No. 301, pursuant to Trust Agreement dated February 28, 1980.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property (hereinafter collectively referred to as the "**Property**") located in the County of Pinellas, State of Florida, which property is more particularly described as:

Lots 1 through 90, inclusive, and Parcel A and Parcel B of KYLEMONT, a platted subdivision of Pinellas County, Florida, according to the plat thereof (the "**Plat**") recorded May 24, 1995, in Plat Book 113, at Pages 17 through 22 of the Public Records of Pinellas County, Florida.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, mortgaged, conveyed and occupied subject to the following easements, charges, liens, restrictions, covenants, and conditions, (collectively the "covenants and restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns.

ARTICLE 1: DEFINITIONS

Unless the context expressly requires otherwise, the following terms will have the following meanings wherever used in this Declaration:

- Section 1.1 "**Articles**" means the Articles of Incorporation of the Association, as amended from time to time.
- Section 1.2 "**Association**" means the KYLEMONT HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, organized under Chapter 617, Florida Statutes, and its successors and assigns.
- Section 1.3 "**Board**" or "**Board of Directors**" means the Board of Directors of the Association.
- Section 1.4 "**By-Laws**" means the By-Laws of the Association as amended from time to time.
- Section 1.5 "**Committee**" means the Architectural Control Committee established pursuant to Article 4 herein.

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- Section 1.6 "**Common Areas**" means the areas of the Property which are now or hereafter located outside of individual Lots and which are now or hereafter owned or leased by the Association, or upon which the Association now or hereafter has rights or obligations under this Declaration, together with all real and personal property owned or leased by the Association from time to time for the common use, benefit, and enjoyment of all or several of the Owners, or otherwise intended for the common use, benefit, and enjoyment by all or several of the Owners.
- Section 1.7 "**Declarant**" means JOHN KEVIN POORMAN, not individually, but as successor Co-Trustee under Land Trust No. 301, pursuant to Trust Agreement dated February 28, 1980 or his Co-Trustee, Glen Miller or their respective successors or such assigns as may be expressly assigned rights hereunder by recorded instrument.
- Section 1.8 "**Declaration**" means this Declaration as amended from time to time.
- Section 1.9 "**Developer**" means Lansbrook Development Corporation, a Florida corporation, or its successors and such assigns as may be expressly assigned rights hereunder by recorded instrument.
- Section 1.10 "**Easement Areas**" means those areas designated as easement areas on the Plat(s) together with any additional easement areas in which rights may be granted to the Association for the benefit of Owners from time to time or be otherwise appurtenant to Lot ownership from time to time.
- Section 1.11 "**Lot**" or "**Lots**" means each numbered, platted lots as established by the Plates).
- Section 1.12 "**Master Association**" means the Lansbrook Master Association, Inc. a Florida corporation not for profit and its successors as Master Association under the Master Declaration.
- Section 1.13 "**Master Declaration**" means the Declaration of Covenants, Conditions, Restrictions and Easements for Lansbrook Master Association, Inc., as recorded on July 17, 1988, in Official Record Book 6769, at Pages 799 through 882, inclusive, of the Public Records of Pinellas County, Florida, together with all amendments and supplements thereto from time to time.
- Section 1.14 "**Mortgage**" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid Mortgage having priority over all other Mortgages on the same property.
- Section 1.15 "**Owner**" means any person who from time to time holds record fee simple title to any Lot. If more than one person holds such title, all such persons are Owners, jointly and severally.
- Section 1.16 "**Parcel**" or "**Parcels**" means each area, if any, designated as a "Parcel" on the Plates).
- Section 1.17 "**Person**" means any natural person or artificial entity having legal capacity.
- Section 1.18 "**Plat**" or "**Platts**" means the Plat as defined in the first recital paragraph to this Declaration, together with any Plat of additional property added to the Property as provided for in Section 2.2, as amended or modified from time to time.
- Section 1.19 "**Property**" means the Property as defined in the first recital paragraph to this Declaration, together with such additional property as may be added to such Property as provided for in Section 2.2.
- Section 1.20 "**Unit**" or "**Dwelling**" means a single-family residence constructed on a Lot.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Property. The Property shall be held, transferred, sold, mortgaged, conveyed, and occupied subject to this Declaration. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed, and shall be binding upon, and enforceable against, all parties and all Persons claiming under such deeds and conveyances for a period of thirty (30) years from the date of recording, after which time, such covenants and restrictions shall automatically extend for successive periods of ten (10) years, unless terminated pursuant to Section 9.4 hereinafter.

Section 2.2 Additions to Property. The Kylemont Subdivision may be developed in two or more phases and to that end Declarant may, but is not obligated to, add additional real property to the Property subject to this Declaration. Declarant hereby reserves the right, exercisable from time to time without notice to or the consent of any other party, to subject other real property to the covenants and restrictions set forth herein and to extend this Declaration to other property to be developed as part of Kylemont, and thereby to bring such additional property within the jurisdiction of the Association and to subject such additional property to assessment for their just share of the Association's expenses (determined as provided hereinafter). The additions herein authorized shall be made by filing of record one or more Supplemental Declarations with respect to the additional property to be then subjected to this Declaration. Each Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property; provided, however, any such Supplemental Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the Property now subjected hereto, except as herein provided.

Section 2.3 Additions to Common Areas. The Declarant shall have the right to lease or to convey title to any property owned from time to time by Declarant, or any easement or interest therein, to the Association as a part of the Common Area, and any such lease or conveyance shall be effective upon recording the deed or instrument of conveyance or memorandum of lease or assignment thereof, as applicable, in the Public Records of Pinellas County, Florida. Any other Person may also lease or convey title to any property owned by such Person, or any interest therein, to the Association as a portion of the Common Areas; providing that the Association, through the Board, shall have expressly accepted such conveyance by executing the deed or lease or other instruments of conveyance or by recording a written acceptance of such conveyance or lease in the Public Records of Pinellas County, Florida.

Section 2.4 Mergers. Upon a merger or consolidation of the Association with another owners' association (or similar organization) as may be provided in the By-laws, the Association's properties, rights and obligations may be transferred to another surviving or consolidated owners' association, or alternatively, the Association may constitute the surviving association pursuant to a merger. The surviving or consolidated owners' association may administer the covenants and restrictions established by this Declaration together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the presently existing Property except as hereinafter provided.

Section 2:5 Right to Alter and Improve Common Areas. The Declarant reserves the absolute right at any time to make deletions, alterations, or additions to the Common Areas and to purchase or lease on behalf of the Association any additional real or personal property, as may be desired from time to time by the Declarant, in its sole discretion.

ARTICLE 3: GENERAL PROPERTY RIGHTS AND REGULATIONS

Section 3.1 Rights and Easements are Appurtenances. Except as otherwise expressly provided herein, rights and easements granted herein constitute rights and easements which are appurtenant to fee simple ownership of the Lots from time to time; provided that the Association, acting as agent for the Owners under an irrevocable agency coupled with an interest, who are in turn the beneficiaries of all the covenants and restrictions, herein contained and as assignee of Declarant, is vested with the right on its own behalf and on behalf of all Owners and parties interested in the Property to enforce all the covenants and restrictions herein contained.

Section 3.2 Easements and Related Restrictions.

3.2.1 The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of *this* Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "Drainage Easement" areas. Such reservation and grant is for the purpose of constructing, reconstructing, maintaining and operating the storm water drainage and water quality treatment facilities servicing the Property as required to comply with applicable law or as determined by the Association to be necessary or advisable. The provisions of this Section 3.2.1 are subject to Section 6.3 of this Declaration.

3.2.2 All easement areas shown on the Plat are nonexclusive easement grants. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through such areas, provided that such additional easement grants do not interfere with the activities for which such areas were established.

3.2.3 The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "Landscape Easement" areas. Such reservation and grant is for the limited purpose of preserving existing vegetation and constructing, reconstructing, maintaining and operating such landscaping, irrigation, signage, and other structures, improvements, and facilities as the Declarant or Association, each in its sole discretion, deems appropriate for the entryway into the Kylemont Subdivision and to provide sound and visual buffering and screening of the Property from contiguous areas and streets. In executing this Declaration, Declarant hereby assumes, not individually but on behalf of the Association, the responsibility for the maintenance, repair and replacement of the structures, improvements, and facilities and landscaping constructed or installed by the Declarant or the Association within the Landscape Easement areas. In the absence of the prior written consent of the Declarant or the Association, no tree or shrub removal, filling, excavation or construction shall be permitted on any portion of the Landscape Easement areas.

3.2.4 No structure, planting or other material *shall* be placed or permitted to remain within the utility or drainage easements which are shown on the Plat or otherwise granted by recorded grant of easement instrument which may damage or interfere with the installation, reconstruction or maintenance of utilities and drainage structures, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority for whose use said easement is granted. The Association may, but shall not be required to, cut drainageways within the Drainage Easement area for surface water drainage wherever and whenever such action may appear to the Association to be appropriate for reasons of health, safety or appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any action necessary in the judgment of the Declarant or the Association to install utilities and to maintain standards of health, safety and appearance but *shall* not include the right to disturb any improvements erected on a Lot which are not located within a specific easement area designated on the Plat or pursuant to these covenants.

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3.2.5 Easements over, under, across and through each Lot are expressly reserved and granted to the Declarant and the Association, their agents, contractors, representatives and employees for the purposes of making any repairs and performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot, upon which they are performed or over which access is required. Any material damage to a Lot caused as a result of such access shall be repaired or restored by the Association.

Section 3.3 Use of Lakes, Ponds and Bodies of Water. The following restrictions ply to the use of all lakes, ponds, or other bodies of water constituting portions of, or whole or in part within, the Property.

3.3.1 The use by all Owners and their invitees of such portions of lakes, ponds and other bodies of water as may be situated within their respective Lot(s) or within the Common Area shall be at the sole risk of the Owner and his or her invitee, shall not create any liability on the part of the Association or other Owners, and shall be limited to such private recreational uses as may be permitted by law from time to time. Such use by Owners or their invitees of portions of lakes, ponds, and other bodies of water within their respective Lot(s) or by Owners or their invitees of lakes, ponds and other bodies of water within the Common Area shall be subject to reasonable and uniform rules and regulations as may be adopted by the Association from time to time, shall not interfere with, or harm, water quality treatment plantings or facilities, or the ecological and storm drainage functions of such lakes, ponds, and bodies of water, nor shall such use by any Owner(s) interfere with the peaceful enjoyment of any portion of any other Lot(s) by its or their Owner(s).

3.3.2 No portion of the storm drainage system improvements or littoral shelf plantings within any lake, pond, or body of water may be removed or altered without the prior written consent of the Association after the procurement of all necessary governmental approvals.

3.3.3 No water may be withdrawn from any lake, pond, or body of water for individual Lot irrigation or other purpose without the prior written consent of the Association after the procurement of all necessary governmental approvals.

Section 3.4 Title to Common Properties. The Declarant may retain the legal title to common Areas until such time as it has completed improvements thereon, and, in the of the Declarant, the Association is able to maintain the Common Areas.

Section 3.5 Limitations to Easement Rights. The rights and easements of enjoyment herein for the benefit of the Owners, shall be subject to the following:

3.5.1 The right of the Association to limit the use of the Common Areas to Owners, to each member of an Owner's family residing with the Owner, to social guests of the Owner, and to tenants, and as to Easement Areas, those persons or entities entitled to use same pursuant to Section 3.2 above.

3.5.2 The right of the Association to suspend the voting and use and enjoyment rights of an Owner for any period during which any assessment against the Owner's Lot remains unpaid, or for a period continuing to not later than the sixtieth (60th) day after termination of any infraction of the Association's published rules and regulations or of any violation of the covenants and restrictions of this Declaration.

3.5.3 The right of the Declarant or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility organized for a purpose consistent with the intent of this Declaration; provided that no such dedication or transfer shall be effective by the Association unless it shall have first been approved by the Owners entitled to at least a majority of the total votes of the Association; but provided further that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, gas, cable television, water, sewer and other utility and

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drainage facilities upon, over, under and across the Common Areas without the approval of the Owners.

3.5.4 The right of the Association to impose rules and regulations in respect to the use of the Common Areas in addition to those set forth herein.

3.5.5 The right of the Declarant or the Association to assign, in writing recorded in the Public Records of Pinellas County, Florida, to Owners of specific Lots, the sole and exclusive use of specified portions of the Common Areas. Upon such assignment, the exclusive use of such portions of the Common Areas shall be appurtenant to such specific Lot(s) and no Owner shall be permitted to reassign such use to the Owner of a different Lot. No Owner shall have the right to use or enter upon or in any specified portion of the Common Areas which has been so assigned by the Association to another Owner or Owners.

Section 3.6 General Restrictions

The following restrictive covenants (in addition to the architectural requirements set forth in Section 4.1) are hereby imposed as covenants running with the land and shall be binding upon all Owners.

3.6.1 Subject to the exceptions for which provision is made in Section 7.11 of the Master Declarations no Lot or any improvement thereon shall be used for any purpose other than for single-family residential purposes.

3.6.2 No activity deemed by the Declarant or the Association to constitute a noxious, offensive or hazardous activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which in the opinion of the Declarant or the Association constitutes an annoyance, nuisance or safety hazard to individual Owners or to the neighborhood in general. Neither any Owner nor the Association (if it has knowledge) shall permit or suffer anything to be done or kept in any Dwelling, on any Lot, or within the Common Areas, which will increase the rate of insurance as to any other Owner or the Association, cause cancellation of any insurance on any Dwelling or Common Area; or which would be a violation of any law, rule, regulation, or other governmental restriction or requirement.

3.6.3 No accumulation of debris, rubble, piles of dirt, or fill or other unsightly material shall be allowed to accumulate or be deposited in any area of the Property. Trash, garbage or other waste shall not be kept except in closed sanitary containers or as otherwise required by the Association or the applicable ordinances of Pinellas County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All refuse and trash containers, outside clothes lines, oil or bottled gas tanks, water softening equipment, air conditioners, swimming pool and spa filters and pumps, and other similar items must be installed and maintained underground or hidden from view of all neighboring Lots to the satisfaction of Declarant or the Association by a hedge, wall or fence architecturally detailed and attached to the Dwelling. No outdoor burning (except in connection with grills for cooking purposes) will be allowed; and all leaves, trash, etc. must be carted to a legal dumping ground or containerized for pickup by a trash collector.

3.6.4 During any period when water and sewage disposal services are in operation and servicing Dwellings in accordance with the standard requirements of applicable governmental entities, no individual wells for potable water will be permitted on any Lot and no individual septic tanks will be permitted within the Property.

3.6.5 No fence, wall, hedge, tree or shrubbery planting which obstructs sight lines at elevations between two and six feet above the adjoining roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line restriction shall apply to any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction at such sight lines.

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No fences or walls shall be constructed along rear or side Lot lines of any Lot except for fences six feet or less in height and of chain link construction and fully coated with black colored vinyl. Any such fence must also be approved in advance by the Committee and in the judgment of the Committee be suitable for its intended location and compatible with the design of the improvements located on the Lot and surrounding Lots and within Kylemont generally. All such chain link fences shall be landscaped on the inside with planted hedges of a height no less than three (3) feet at the time of the initial installation and maintained at a height of no less than the height of the chain link fence. Fences facing lot frontage streets must have landscaping on the outside facing the street satisfactory to the Committee. The Committee's approval of any fence may be conditioned upon (without limitation) the installation and continued maintenance of hedges on the outside of such fence, and continuing maintenance provisions as to the fence and landscaping in addition to those set out above. In addition, any such fences shall be constructed to connect to and with any existing fences on any neighboring Lot and all such fences shall be maintained by the Owner of the Lot on which the fence is located in good repair, clean, and otherwise in first-class condition. Nothing stated in this Section 3.6.5 shall be interpreted to mean that the Committee is required or obligated to approve a fence for installation on any Lot, or that because a fence has been approved on a specific Lot, that it will be approved for installation on any other Lot. Should fences or the associated landscaping not be maintained as stated herein, or as required by a Committee approval, the Association may require the Owner of the fence to remove it upon 30 days written notice to do so.

No fence or wall shall be constructed or maintained on any Lot within any front setback or closer to the street than 15 feet back from the Dwelling's front wall which is most distant from the street. For purposes of this front setback restriction only, Lots abutting more than one street shall be deemed to have only one front as designated by the Committee, however, fences on the side street must be setback a distance of no less than 15 feet from the Lot line or such greater distance as may be required by the Committee or by governmental regulations.

3.6.6 Once a Lot has been sold by the Declarant, the same shall be maintained in good appearance and free from overgrown weeds and rubbish. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being confined in containers or trash enclosures. All Lots, whether improved or vacant, shall be kept mowed, free of weeds and other noxious growth, and in accordance with any Pinellas County regulations as well as any rules and regulations adopted by the Association. Owners of Lots who are in violation of this provision shall be required to pay to the Association any and all charges for mowing or clearing of such Lots. The costs incurred by the Association for mowing or clearing of Lots and for the removal of such debris together with interest, costs of suit and reasonable attorney's fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the individual or entity who or which was the Owner of the Lot at the time such costs were incurred.

3.6.7 No window or wall air conditioning units shall be permitted to be placed in a Dwelling except with the prior consent of the Committee. No Dwelling shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the Committee for energy conservation purposes.

3.6.8 Nothing shall be altered in, constructed on or removed from the Common Areas except with the prior written consent of the Association or the Declarant.

3.6.9 All utility lines and lead-in wires, including but not limited to, cable television lines, electrical lines and telephone lines, located within the confines of any Lot or within any Easement Areas, shall be located underground; provided nothing herein contained shall prevent an above-ground temporary power line to a residence during the period of construction.

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3.6.10 No changes in the elevation of the land shall be made on any Lot, without the consent of the Committee. No Lot shall be increased in size by filling in water. No Lot or group of Lots shall be re-subdivided, except an Owner of more than one adjoining Lot may sell part of one Lot to the Owner of an adjoining Lot, but by doing so, the fractions of the re-subdivided Lot will then become part of the adjoining Lot and must be conveyed thereafter with the adjoining Lot as one Lot; provided that this provision shall not be construed in derogation of Section 4.1.6 or 5.3 hereafter. In the event any Lot is re-subdivided in the manner allowed herein, the Owners shall provide such easements as are in the discretion of the Committee necessary or appropriate. With the permission of the Committee, two or more Lots or partial Lots may be joined together to serve as one building site.

3.6.11 No exterior statuary, fountains, flagpoles or similar ornamentation, or play structures including but not limited to basketball backboards, shall be erected or maintained on any Lot or Common Area unless first approved by the Committee. Basketball backboards shall not be permanently installed over garage doors.

3.6.12 Any dwelling or other structure on any Lot which is destroyed in whole or in part must be rebuilt or completely removed within one (1) year. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days after such destruction.

3.6.13 Reference is made to the General Restrictions set forth in Article VII of the Master Declaration, the terms and conditions of which are, by this reference deemed to be incorporated herein as covenants and restrictions which are enforceable by and administered by the Association as well as the Master Association in the same manner as if all references therein to the Master Association, its Board and committees were to the Association, its Board and committees; provided that in the event of a conflict between the Master Association and the Association the decision of the Master Association shall control. Notice is hereby given that except as the Master Association may agree in writing the Association lacks the authority to act on behalf of the Master Association.

Section 3.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent the Declarant, the developer, or its or their contractors, subcontractors, agents, and employees, or (subject to the Developer's approval) the builder of the first residence constructed on any particular Lot, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or such builder, whatever Declarant or Developer determines to be reasonably necessary or convenient to complete development of the Kylemont Subdivision and construction of homes on of the Lots therein, including without limitation:

3.7.1 Erecting, construction, and maintaining such structures and other improvements as Developer may deem to be necessary or convenient for the completion of development of the Kylemont Subdivision and construction of homes on all of the Lots therein, establishment of the Property as a residential community, and disposing of the same in parcels or lots by sale, lease, or otherwise;

3.7.2 Subject to such rules and regulations as Developer may impose from time to time, conducting thereon the business of completing the development of the Kylemont Subdivision, constructing homes on all of the Lots therein, establishment of the Property as a residential community, and disposition of the same in parcels or lots, by sale, lease, or otherwise, including the construction and maintenance of construction offices in permanent or temporary structures, model homes and model centers, and inventory homes to be used in the sales program; and

3.7.3 Maintaining such signs, billboards, flags, and placards as Developer may determine to be necessary or convenient in connection with the sale, lease, or other transfer of the Lots.

Section 3.8 Access by Association. The officers, directors, employees, or designated agents or representatives of the Association shall have the right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration, or to investigate compliance with

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or enforce the provisions of this Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner and at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Notwithstanding the foregoing, entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent, however, will not be unreasonably withheld or delayed.

Section 3.9 Maintenance. Except as specifically provided herein to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of all improvements, wns and landscaping on their Lot(s) in a first-class condition. Further, notwithstanding any guage herein or on the Plat, the surface of the Easement Areas within each Lot shall be maintained by the Owner of the Lot (subject to the rights of the Association hereunder), and the drainage and utility facilities within the Easement Areas shall be maintained by the Association or the public authority or utility company responsible for such facilities. Failure of an Owner to so maintain shall be deemed to impair the value of the neighboring Lots and to be hazardous to the health, welfare and integrity of the neighborhood and to the Property. Any area or improvement located within a Lot and not specifically required by this document to be maintained, repaired or replaced by the Association shall be maintained, repaired or replaced by the Owner of the applicable Lot. In the event an Owner of any Lot shall fail to maintain or repair said Lot, the improvements thereto, or the landscaping thereon within ten (10) days of written notice of same, the Association, after approval of a majority of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot, any improvements thereto or landscaping thereon. The cost of any such repair, maintenance and restoration (Plus interest from the date of such expense at eighteen percent (18) per annum) *shall* be added to and become part of the assessment to which said Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the lien for non-payment of assessments as provided in this Declaration, the Articles and the By-Laws.

Section 3.10 Rules and Regulations Governing Use of Common Areas. The Board may from time to time without vote or consent of the Owners adopt or amend rules and regulations governing the operation, use, enjoyment, maintenance, management and control of the Common Areas and the facilities incident thereto and the conduct of the Owners and their guests thereon; provided that copies of such rules and regulations shall be furnished to each Owner prior to the time such rules and regulations become effective.

Section 3.11 Notice of DRI Restrictions. The Lansbrook development in general and the Kylemont Subdivision as a part thereof are both being developed in accordance with and are subject to the Lake Tarpon Village Development of Regional Impact, which received its Development Order on March 18, 1975, and which was subsequently amended March 16, 1976, October 8, 1985, April 12, 1988" November 14, 1989, and October 13, 1992 (as revised from time to time, the "Development Order"). Development of regional impact approval is required by state law for certain large developments. The Development Order provides for certain restrictions on the Property and conditions and requirements for its development. The Property and its use is subject to the terms and conditions of the Development Order. Information about the Development Order can be obtained from Pinellas County or from the Tampa Bay Regional Planning Council.

ARTICAL 4: ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

Section 4.1 Architectural and Construction Restrictions. The following restrictions apply to each and every Lot now or hereafter located within the Property.

4.1.1 No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling. One or more entire Lots may be combined with portions of additional Lot(s), but no Dwelling may be constructed on less than one entire Lot.

4.1.2 Each Dwelling shall include an enclosed garage having a capacity for no less than two (2) automobiles. The garage may not be converted into living space, nor shall the garage be modified so as to prevent its use for the number of standard size vehicles for which it was originally designed and approved by the Committee.

4.1.3 No Dwelling shall be placed or erected on a Lot unless it shall have a floor area, exclusive of open porches, terraces, balconies and garages (i.e., non-air conditioned or not enclosed by solid walls), of not less than one thousand six hundred (1,600) total square feet and a ground floor area of not less than one thousand (1,000) square feet, exclusive of open porches, terraces, balconies and garages (i.e., non-air conditioned or not enclosed by solid walls).

4.1.4 No dwelling shall exceed a maximum height of thirty-five (35) feet (twenty-eight (28) feet for dwellings constructed on Lots 72 through 90, inclusive, and Lots 13 and 14) from the finished Lot surface at the front elevation of the Dwelling to the highest point on the crown of the roof. No Dwelling shall be located closer than twenty-five (25) feet to the front street Lot line or any side street Lot line unless otherwise approved by the Committee and otherwise being in compliance with all governmental requirements. **Except as provided elsewhere herein, no Dwelling or other improvement, except landscaping, shall be located closer than seven and one-half (7.5) feet to any interior side Lot line and no Dwelling shall be located closer than ten (10) feet to any rear Lot line. Screened swimming pool enclosures, unscreened swimming pool decks and unroofed patios may be constructed within five (5) feet of the rear Lot line of the Lot, with the exception however that they shall not be constructed within any Landscape Easement.** For purposes of this provision, roof overhangs, cornices, steps or wingwalls shall not be considered as a part of a Dwelling, provided, however, that this shall not be construed to permit any portion of a Dwelling (including such items) on a Lot to encroach upon another Lot, Common Area, or any Easement Area running over, under, across or through a Lot.

4.1.5 Notwithstanding anything herein to the contrary and subject to the requirements of any governmental setback or other governmental requirements, the Committee shall have the right to waive any requirements of this Article 4 (without the obligation to satisfy the requirements of Section 9.6 hereafter) as to any Lot or Lots if the Committee in its sole discretion deems such waiver appropriate and in furtherance of the desirable development or re-development of the Property.

4.1.6 No Lot shall be divided or re-subdivided unless both portions of said Lot will be used to increase the size of the adjacent Lots as platted.

4.1.7 In accepting a deed to a Lot, the Owner agrees to commence construction of a single-family residence upon the Lot within two (2) years from the date of the closing of the sale of such Lot (the "Closing"). Such construction will be deemed commenced only when all of the following have occurred: (i) the Committee shall have approved the Owners' plans for such construction; (ii) a valid building permit shall have been issued; (iii) a bona fide construction mortgage from an institutional lender shall have been recorded in the Public Records of Pinellas

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County; or (iv) in lieu of (iii), the building foundation slab shall have been poured. If such construction is not commenced within two (2) years from the date of the Closing (the "Second Anniversary Date"), then the Developer or Declarant may elect, by written notice, to repurchase such Lot for a price in the amount of the original purchase price, subject to proration for real estate taxes (assuming the maximum possible discount). Developer's or Declarant's rights to repurchase the Lot shall terminate upon written notice delivered to Declarant after the Second Anniversary Date and Developer's or Declarant's failure to exercise its rights within thirty (30) business days after Declarant's receipt of such notice. The notice exercising the right to repurchase the Lot will be deemed given when mailed to the address then shown in the Pinellas County tax rolls for the Owner of the Lot with sufficient postage affixed. Upon closing, the Owner will convey title to the Lot to or at the direction of the Developer or Declarant by a general warranty deed, free and clear of all liens and encumbrances arising by, through, or under the Owner. At closing, the Owner shall furnish the Developer or Declarant with a title insurance policy insuring fee simple title, free and clear of all liens and encumbrances arising by, through, or under the Owner. The Owner shall pay all costs reasonably required to cure any and all title defects arising by, through, or under the Owner. The Owner shall pay for the documentary tax on the deed, for the title insurance policy and the cost of recording the deed. The Developer or Declarant has the right, but is not obligated, to take title from the Owner subject to any mortgages placed on the Lot by the Owner, but in such event, the Developer and Declarant shall receive credit up to and not in excess of the repurchase price therefor.

Section 4.2 Minimum Material Specifications. The following minimum material specifications shall apply to all Dwellings; provided that the Developer, the Board and the Committee shall be empowered to impose additional requirements:

4.2.1 Roofs shall be finished with either cement tile or clay tile. Tummetal roofs and GAF Timberline 30-year dimensioned asphalt roof shingles (or an equivalent approved by the Committee) shall be permitted in the sole discretion of the Committee.

4.2.2 All roofs shall be sloped with a minimum pitch of five inches (5") rise for every twelve inches (12") of run.

4.2.3 No gravel, turf block or asphalt surface driveways shall be permitted.

4.2.4 All concrete block walls shall be stuccoed on all sides and no struck-joint exposed concrete block shall be permitted.

4.2.5 All exposed wood or wood products shall be painted, stained, or otherwise treated to avoid weathering and to maintain a uniform, consistent color.

4.2.6 All Lots shall be fully landscaped, including complete sod coverage of all lawn areas (which shall include, without limitation, all lawn areas to any water lines on the subject Lot) with St. Augustine grass, Bermuda Grass, or other grass varieties first approved by the Committee.

4.2.7 All Lots shall be irrigated with an automatic underground irrigation system providing 100 coverage of the landscaped areas of the Lot.

4.2.8 All landscaping materials shall be graded no less than Florida Fancy. All required street trees shall be Laurel Oak or Live Oak no less than fourteen (14) to sixteen (16) feet in height, disease free, properly balled and burlapped and prepared for handling and transporting, and shall be installed, fertilized, watered and shaped in accordance with good arboreal practices. Street trees shall be uniformly placed in the front yard and side yards adjoining the street for comer Lots. The minimum required landscaping for any Lot that has not been previously landscaped to the Committee's satisfaction shall provide for a minimum budget per lot, including sod and plantings but not irrigation systems, of at least Four Thousand Five Hundred Dollars (\$4,500.00) for interior Lots and Five

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Thousand Five Hundred Dollars (\$5,500) for corner Lots, or such greater amount as may be required by the Committee and shall include no less than one (1) street tree for an interior Lot and two (2) street trees for a corner Lot, to be located no closer than seventeen (17) feet nor more than twenty-five (25) feet from the street curb. Landscaping on corner Lots shall be allocated between the front and the side adjoining the adjacent roadway so as to provide a well landscaped appearance from both views and otherwise to the Committee's satisfaction.

Section 4.3 Approval of Plans and Architectural Control Committee.

4.3.1 For the purpose of further insuring the development of the Property as a residential area of the highest quality and standards, and in order that all improvements on each Lot (including landscaping) shall present an attractive and pleasing appearance from all sides of view, the Committee, consisting of not less than three (3) nor more than five (5) members appointed by the Board, shall have the power and discretion to control and approve all of the improvements on each Lot in the manner and to the extent set forth herein. The Declarant (by and through the Developer) shall be empowered to enforce the covenants and restrictions set forth in this Article and otherwise act as the Committee prior to the formation of the Committee, which upon appointment, shall assume and be responsible for such enforcement. The Declarant's right to act as the Committee pursuant to the foregoing sentence shall terminate upon the termination of the Class B membership in the Association. References in this Article to the Committee shall mean the Developer, as agent of the Declarant, until the Committee is appointed. No Dwelling, building, fence, wall, mail box, utility yard, driveway, swimming pool, spa, landscaping or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until a request therefor has been submitted to and approved in writing by the Committee.

The applicant for such approval shall include together with the request therefor such plans, specifications, drawings, information and materials as the Committee may request from time to time in order to make an informed decision, which shall include, without limitation, in the case of a request for approval of the construction of a Dwelling the following:

- (a) Two (2) copies of a site plan showing the location of all improvements, structures, pools, enclosures, fences, walls, driveways, sidewalks, and mechanical equipment for air conditioning, pools and the like. The site plan shall also include the overall dimensions of the Lot and the overall dimensions of all improvements and the distances from the Lot lines. The site plan shall set forth the information pertaining to grading and drainage, including, but not limited to, finished floor elevation(s) of the Dwelling and elevations of the pool deck, patio(s) and other exterior slabs, the elevation of all Lot corners and the directions of surface water runoff. One copy of such site plan shall be retained by the Committee as a permanent record.
- (b) Two (2) copies of complete, final building plans setting forth the foundation and floor plans, front, rear and side elevations and such cross sections as may be required for evaluation of the plans by the Committee. Such plans shall show all appropriate dimensions, roof pitches and sizes and types of exposed materials. One copy of such final building plans shall be retained by the Committee as a permanent record.
- (c) Two (2) copies of specifications detailing the size, kind, type and quality of all materials to be utilized in the construction of the Dwelling to be erected on the Lot. Color specifications shall include accurate representations or samples of all exterior materials including, but not limited to, roofing, paints, stains, masonry and tile. One copy of such specifications and samples shall be retained by the Committee as a permanent record.

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- (d) Two (2) copies of complete landscaping plans detailing the kind, quality and dimensions of all plants, trees and shrubs, ground cover, decorative structures and planters, and landscape materials. Landscaping plans submitted for the initial construction of a Dwelling shall also include a detailed breakdown of the quantities of individual plant materials to be utilized and their unit prices in order for the Committee to evaluate the value of the landscaping as required by Section 4.2.8 of this Declaration. One copy of such landscaping plan and budget shall be retained by the Committee as a permanent record.

4.3.2 In passing upon plans and specifications, the Committee may take into consideration such factors as it deems appropriate, including, without limitation, the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood, and the effect and appearance of such construction as viewed from neighboring Lots, streets and Common Areas.

4.3.3 The Committee shall have thirty (30) days from submittal of a full and complete package within which to approve or reject said plans and specifications. In the event the Committee fails within said thirty (30) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons relating to future development plans of the Developer or Declarant for the Property. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing (by U.S. Mail addressed to the applicant's address indicated on the submittal) stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In the event that the applicant makes the changes requested by the Committee within ninety (90) days after approval is denied and resubmits its application in conformity with the requirements of this Declaration, the plans and specifications shall be approved by the Committee within fifteen (15) business days after resubmission.

4.3.4 Upon the Committee's written approval, construction shall be started and prosecuted to completion diligently, continuously and promptly and in substantial conformity with the approved plans and specifications. Except as provided in Section 4.1.7 for construction of a Dwelling, in no event shall the construction period extend more than one (1) year and any exterior construction shall be completed within six (6) months. A copy of the Committee's approval of construction shall be posted on the Lot during construction. The Committee shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Owner's expense.

4.3.5 The Committee shall have the right to charge a fee for reviewing each application for approval of plans and specifications and an additional fee (not to exceed \$150.00 during the twenty-four (24) month period first following the execution date of this Declaration) for reviewing the landscaping plans.

4.3.6 The Committee may from time to time publish certain restrictions, specifications, materials and standards for construction of Dwellings acceptable to the Committee and rules, procedures and standards to be followed. The provisions of such published information promulgated by the Committee from time to time shall be deemed to be a part of this Declaration and are incorporated herein by this reference.

4.3.7 Any damages to roads, ditches, natural areas, ponds, lakes or other water bodies, or other

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improvements on or serving the Property as a whole caused by any Owner, Owner's contractor or subcontractor shall be repaired (in conformity with such requirements as the Board may impose) by the Owner of the Lot upon which or for whose benefit the construction activity is taking place. Should any Owner, after ten (10) days notice, fail or refuse to make said repairs, the Association may make said repairs and the cost thereof, together with interest at the rate of 18 per annum from the date of expenditure shall be payable on demand and shall constitute a lien against the Lot in the same manner as provided herein for assessments.

ARTICLE 5: MEMBERSHIP AND VOTING RIGHTS

Section 5.1 Membership. Every Owner of a Lot that is subject to assessments under Article 7 of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance to it or as otherwise provided in Section 5.2 below. If title to a Lot is held by more than one person each such person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned (subject to Section 5.3 below). Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

Section 5.2 Voting. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except Declarant. The Class B member shall be the Developer who shall act on behalf of the Declarant. Upon termination of Class B membership, as provided below, Class A members are all Owners, including Declarant so long as Declarant is an Owner. All members, Class A or Class B, are entitled to cast one vote for each Lot owned (and in the case of Lots which have been consolidated with other Lots or partial Lots pursuant to the provisions herein set forth, voting rights for such consolidated Lot(s) shall be adjusted upwards in proportion to the increase in size by virtue of such consolidation); but as provided in the Association's Articles, the Class B member is entitled to elect the Board of Directors until termination of Class B membership.

Section 5.3 Co-Ownership. If more than one person owns an interest in any Lot, or if more than one person owns separate portions of a Lot (as permitted by Section 4.1.6 hereinabove), all such persons are members; but there may be only one vote in the aggregate cast with respect to each such entire Lot. Such vote may be exercised as the co-Owners determine among themselves; but no split vote is permitted among co-Owners. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held jointly by a husband and wife, either spouse is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 5.4 Class B Termination. The Class B membership will terminate and convert automatically to Class A membership (to the extent the Declarant then owns Lots) upon the happening of any of the following, whichever occurs first:

5.4.1 The Declarant conveys, other than to Developer or a successor developer, all of its right, title and interest in and to all the Lots in the Property. For purposes of this provision, a Lot shall be considered conveyed when the deed is duly recorded.

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5.4.2 The Declarant records a disclaimer of its Class B membership in the Public Records of Pinellas County, Florida.

Upon termination of the Class B membership, all provisions of this Declaration, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

Section 5.5 Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The Declarant intends the provisions of this Declaration on the one hand, and the Articles and By-Laws, on the other, be interpreted, construed, applied and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control, anything in the Articles or By-Laws to the contrary notwithstanding.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.1 Association. The Association shall govern, make rules and regulations, enforce such rules and regulations and all covenants and restrictions of this Declaration, control and manage the Lots and Common Areas pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. Except as otherwise provided in Section 2.3, Developer and the Declarant shall have the sale right and discretion to convey or lease to the Association those portions of the Common Areas, including without limitation any improvements thereon and any additional real and personal property, easements, waterways, entranceways, streets, walls and walkways, which Developer or the Declarant may deem appropriate, and upon delivery of such conveyance instrument, bill of sale, easement or lease (as appropriate), the Association shall assume all ownership of the same and shall thereafter properly maintain the same at its expense. Any such deed or easement shall be duly recorded in the Public Records of Pinellas County, Florida.

6.1.1 The Association may, but is not obligated to and shall have no liability for failure to, employ security guard(s) or a security guard service. The Declarant or Developer, as applicable, while in control of the Association, does not intend to hire or pay for security guard(s).

6.1.2 The Association shall maintain and repair the Common Areas in good condition and, except as to any portion of the Common Areas which may be maintained as a portion of a Lot, pay the ad valorem taxes and governmental liens assessed against the Common Areas and obtain and pay the premiums for public liability insurance as to all Common Areas. Said insurance policy(s) shall be in the name of the Association, the Declarant and Developer for the benefit of the Association, the Declarant, the Developer, members of the Association and such other parties as the Association determines. The aforesaid insurance policy(s) shall be in such amounts, subject to such conditions and contain such provisions (including deductible provisions) as the Board determines in its discretion; provided that so long as there is Class B membership in the Association, the Declarant shall make all determinations as to insurance coverage in its sole and absolute discretion. The Board may obtain such other types of insurance as it deems advisable. The Association shall have the power to establish reserves for the improvement, repair, maintenance, and replacement of the Common Areas. Further, the Association shall have the power to enter into management contracts as provided hereinbelow and to incur all other costs and expenses necessary to effectuate the duties delegated to it and the purposes set forth in this Declaration.

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The foregoing constitute the basic and general duties and expenses of the Association; and said expenses are to be paid by members of the Association as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of the Association. The Board of Directors shall have the power and authority to levy a Special Assessment pursuant to the provisions of Section 7.3 as hereinafter provided should one become necessary as determined by it in its sole discretion; and said Special Assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration and in the Articles and the By-Laws. A General Assessment shall be payable in advance as provided hereinafter in this Declaration, and in the Articles and the By-Laws.

Section 6.2 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and the Common Areas, and shall further have the power to delegate to such contractor or manager any or all of the powers and duties of the Association respecting the contract granted. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 6.3 Surface Water Management System.

6.3.1 **Additional Definitions.** When used in this Declaration the following terms will have the following meanings.

6.3.1.1 "**SWFWMD**" means the Southwest Florida Water Management District.

6.3.1.2 "**SWFWMD Permit**" means SWFWMD Permit No. 48-012637.00 authorizing the surface water management system for Kylemont together with any successor operational permit, granted to Developer or the Association and issued under the provisions of Chapter 373, Florida Statutes, and Florida Administrative Code Rules 40D-4 and 40D-40.

6.3.1.3 "**Surface Water Management System**" means the surface water management system for Kylemont constructed pursuant to the SWFW11D Permit and which constitutes a part of the Common Areas.

6.3.2 **Surface Water Management System Easements.** The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "**Drainage Easement**" areas for the purpose of effectively maintaining and operating the Surface Water Management System in accordance with the SWFWMD Permit. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through the Drainage Easement areas, provided that such additional easement grants do not interfere with the effective maintenance and operation of the Surface Water Management System.

6.3.3 **Operation and Maintenance of Surface Water Management System.** The Association shall effectively operate and maintain the Surface Water Management System in accordance with the SWFWMD Permit.

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6.3.4 **Amendment of Declaration.** Notwithstanding Section 9.4, any amendment (including a termination) of this Declaration that would directly and adversely affect the operation and maintenance of the Surface Water Management System in a material respect must have the prior approval of the SWFWMD or its successor entity.

6.3.5 **Construction Requirements.** At the time of construction of a building, residence, or structure on a Lot, all Owners shall comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

Section 6.4 Keystone Way Median. To the extent permitted by Pinellas County, the Association shall maintain (including repairs and replacements deemed desirable by the Association), the landscaping and improvements (which may include irrigation and signage identifying the Kylemont Subdivision) constructed or installed by or at the direction of the Declarant or the Association in the median of Keystone Way.

ARTICLE 7: ASSESSMENTS

Section 7.1 Assessments Established. In accepting a deed to any Lot within the Property, each Owner, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

7.1.1 An annual General Assessment, as defined in Section 7.2; and

7.1.2 Special Assessments, as defined in Section 7.3; and

7.1.3 Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as defined in Section 7.4; and

7.1.4 All excise or other taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article; and

7.1.5 All assessments which may be imposed pursuant to any other provision of this Declaration, including, without limitation, Section 3.6.6, 3.9, 4.3.7, or 9.3.

All of the foregoing, together with interest as specified in Section 7.8 hereinafter and all costs and expenses of collection, including without limitation reasonable attorneys' fees, are a continuing charge on the land and secured by a continuing lien upon the Lot (and improvements thereon) against which each assessment is made as provided in Section 7.8. Each such assessment, together with interest as aforesaid and all costs and expenses of collection, including attorneys' fees incurred also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such assessment fell due. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Owner's successors in title upon transfer of a Lot while delinquent assessments are outstanding. Resubdivision of a Lot permitted hereunder shall not affect the obligation of the subdivided parcel to pay a pro-rata assessment so that the total revenues collected are that which would have been collected had there been no resubdivision.

Section 7.2 General Assessment. Subject to the provisions of the following sentence and Section 7.4 hereafter, the assessments levied by the Association must be used exclusively (as determined by the Board) to promote the common good and welfare of the residents and for the operation, maintenance and management of the Master Association, the Association and the Common Areas. To effectuate the foregoing, the Association may levy an annual general assessment ("General Assessment") to provide and be used for payment of real estate taxes, assessments and other governmental levies or charges of any kind which are assessed or imposed upon the Common Areas (except to the extent, if at all, that such amounts have been incorporated in Lot assessments),

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insurance costs, costs of the operation, maintenance, management, and all other general activities and expenses of the Association and the Master Association. The initial General Assessment shall be in an amount which shall not be greater than One Thousand Dollars (\$1,000.00). Commencing with the year immediately following the year of the conveyance of the first Lot to an Owner other than the Developer or the Declarant, the maximum annual General Assessment for any year may not be increased more than twenty percent (20%) above the maximum assessment for the previous year unless so determined by a vote of 2/3 of each class of Owners who are voting in person or by proxy, at a meeting duly called to consider such increase. Subject to the foregoing, the amount of the annual General Assessment shall be fixed by the Board at least thirty (30) days in advance of each General Assessment period based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Assessment should be given to every Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. Unless the Board shall otherwise determine, the General Assessment shall be payable in one annual installment without interest until delinquent, and may be prepaid in whole at any time or times during the applicable General Assessment period without penalty or other consideration.

Section 7.3 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement or repair upon or to the Common Areas or for the purpose of defraying known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based. Any such Special Assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of Owners who are voting in person or by proxy, at a meeting duly called for that purpose, provided however as follows: (a) no such vote shall be required unless the amount of any such Special Assessment exceeds a sum equal to two quarters' General Assessments payable by all Owners immediately prior to the date of such Special Assessment; (b) Special Assessments for taxes shall not require a vote;" and (c) Special, Supplemental, Reconstruction, Capital Improvement, and any and all other assessments and charges for repairs and maintenance levied by the Master Association for capital improvements, taxes and any other cost or expense permitted under the Master Declaration shall be paid by the Owners to the Association and each Owner shall contribute such Owner's pro rata portion of the Assessment without the requirement for a vote.

Section 7.4 Specific Assessments. In addition to General Assessments and Special Assessments, the Association may levy fine(s) against the Owner of any Lot(s) from time to time for violations of the covenants and restrictions set forth herein and of any rules and regulations of the Association. Such fine(s) during the calendar year 1995 shall not exceed \$200 per violation, subject to reasonable increases thereafter in accordance with increases in the monetary inflation rate(s). Any such fine(s), together with any other charges or indebtedness (including without limitation any indebtedness under Section 3.6.6, 3.9 or 4.3.7 hereinabove or 9.3 hereinafter) of any Owner to the Association may also be assessed by the Association as a specific assessment ("Specific Assessment") against such Owner's Lot(s).

Section 7.5 Uniform Amount of Assessments. The General Assessment and any Special Assessments must be uniform throughout the Property. Notwithstanding any other provision herein contained, in the event Lots are consolidated with other Lots or partial Lots pursuant to the procedures herein set forth, assessments shall thereafter be imposed against any such consolidated Lot(s) in proportion to the increase in size by virtue of the consolidation.

Section 7.6 Capital Contribution Fee and Commencement of General Assessment. Upon the closing of the Declarant's sale of each Lot, the purchasing Owner shall pay to the Association a Capital Contribution Fee equal to one-sixth (1/6) of the total General Assessment for the year in which closing occurs. No part of

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such Capital Contribution Fee shall be applied, as a credit or otherwise, toward the General Assessment due for such Lot nor shall any portion of such fee be refundable for any reason whatsoever, but such fee shall be applied toward costs incurred by the Association as determined by the Board. The General Assessment as to each Lot owned by an Owner commences on the day of the closing of the purchase of the respective Lot by the Owner from the Declarant. In the event of a transfer of a Lot during a year, the General Assessment shall be pro rated. Declarant shall be under no obligation to treat any portion of the Capital Contribution Fee as a reserve to be expended only for certain purposes.

Section 7.7 Declarant's Assessment and Management. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Declarant hereby reserves the right to manage and operate the Association and the Property until such time as the Class B membership has terminated, During said period, Declarant shall pay all expenses incurred by the Association and, as payment for its management services and reimbursement for such expenses incurred by the Association, Declarant shall be entitled to retain all assessments (including the Capital Contribution Fee) collected from Owners of Lots, other than Declarant, who, as provided above, is not required to pay assessments. Declarant shall have the option to waive its right to manage and operate the Property at any time upon written notice to the Association, and upon such notice, Declarant's obligation to manage the Property and to pay all common expenses, together with its right to retain all assessments collected, shall terminate. Declarant shall render an accounting of income and expenses incurred as may be required by law. Upon assignment by Declarant to the Association of the right to manage and operate the Association, the Association will be required to keep correct and complete books of account, and render a yearly accounting of income and expenses to its members.

Section 7.8 Remedies of Association and Lien for Assessment. Any assessment not paid within thirty (30) days after its due date bears interest at eighteen percent (18 %) per annum or such other rate as may be from time to time determined by the Board. The Association may bring an action at law against the Owner personally obligated to pay such assessment, foreclose its lien against such Owner's Lot and improvements thereon or both. No Owner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, may be the basis for money or other judgment and are secured by a lien on such Lot (and improvements thereon) in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article 7, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a notice of lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 7.9 Foreclosure The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding

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in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use" and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency. Nothing herein shall be construed as a limitation on the right of Declarant or Developer to bid at any foreclosure sale pursuant to this Section 7.9.

Section 7.10 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any valid First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Owner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from their lien. The Association shall endeavor to give any institutional encumbrancer of record thirty (30) days notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; provided that in no event shall such encumbrancer be subrogated to any rights of the Association with respect to the lien established hereby.

Section 7.11 Homesteads. By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead. Each Owner, by accepting the deed for a Lot is charged with actual or constructive notice of the lien provisions of this Declaration and the intent of this Declaration that the Lots and improvements thereon stand as security for certain obligations of the Owners under this Declaration. The lien created by this Declaration is deemed to relate back to the time of the filing of this Declaration and will be deemed a pre-existing lien for purposes of homestead and will prevail over the homestead rights of any Owner. The subordination of the lien for assessments to any First Mortgage provided in Section 7.10 of this Declaration shall not affect the relation back of the lien except only to the extent necessary to subordinate the lien to any valid First Mortgage.

Section 7.12 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certification signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

ARTICLE 8: MASTER ASSOCIATION AND DECLARATION OF INCLUSION

Section 8.1 Declaration of Inclusion. This Declaration shall constitute a Declaration of Inclusion pursuant to Article II of the Master Declaration. From and after the date of this Declaration, the provisions of the Master Declaration shall apply to the Property and all Common Areas as if fully set forth herein, and the Property shall be deemed to be Annexed Territory as defined therein. All Lots are hereby classified as Residential Property (as defined in the Master Declaration) with a density of less than four (4) single-family residences per acre, and all Common Areas are hereby classified as Common Area (as defined in the Master Declaration).

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Section 8.2 Master Association. In the event of a conflict between the terms and provisions of this Declaration and the Master Declaration, the terms and provisions of the Master Declaration shall control, provided, however, in the event any covenant or restriction set forth in this Declaration is more restrictive than a covenant or restriction set forth in the Master Declaration, the covenant or restriction set forth in this Declaration shall control. Each Owner, by the acceptance, of a deed or otherwise acquiring title to a Lot, does agree to satisfy all responsibilities and obligations as a Member of the Master Association, including the payment of such assessments, dues, fees and charges as shall be levied and collected in the manner described in Section 8.4 hereafter.

Section 8.3 Membership in Master Association. All Owners of Lots automatically become Members of the Master Association and are subject to the Articles of Incorporation, By-Laws, Master Declaration and the rules and regulations relating to the Master Association which are in effect from time to time. All of the Property subject to this Declaration from time to time shall constitute one Delegate District (as defined in the Master Declaration) to be known as the "**Kylemont Delegate District**", and all of the Property shall further constitute one Phase of Development (as defined in the Master Declaration). The Board of Directors of the Association shall appoint a delegate and an alternate delegate to the Master Association, as provided in Article IV of the Master Declaration, which delegate and alternate delegate shall be a member of the Association. Such delegate and alternate delegate shall receive his or her instructions from the Board of Directors, which instructions shall be binding on such delegate or alternate.

Section 8.4 Collection of Fees. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which are secured by a lien on the Lot of an Owner. The Association shall collect all such fees and assessments from the Owners in addition to and as a part of the Association's assessment and remit such money to the Master Association.

Section 8.5 Easements in Favor of Master Association. The Association shall grant to the Master Association perpetual non-exclusive easements and rights-of-way as shall be reasonably required by the Master Association for ingress, egress, utilities and maintenance.

ARTICLE 9: GENERAL PROVISIONS

Section 9.1 Operation. The covenants and restrictions of this Declaration are self-executing and will run with the Property and be binding upon all persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot shall specifically contain a reference to the same being subject to the covenants and restrictions of this Declaration, provided that failure to include such references shall not obviate the provisions of this Section 9. I.

Section 9.2 Interpretation. Unless the context expressly requires otherwise: (i) use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; and (iv) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce any of the terms or provisions of this Declaration.

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Section 9.3 Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all covenants and restrictions and rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration, is the prevailing party in any litigation involving this Declaration, or any rule or regulation, such party may recover from the losing party aU costs and expenses incurred, including reasonable attorneys' fees (including, without limitation, attorneys' fees incurred through all appellate proceedings and during any bankruptcy proceedings), if any. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot. Failure by the Association or by any Owner to enforce any covenant or restriction will not constitute a waiver of the right to do so at any time.

Section 9.4 Amendment. The Declarant may amend any and all provisions of this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which the Declarant shall have conveyed ninety percent (90) of the Lots. On the first to occur of (a) two years after the Declarant shall have conveyed ninety percent (90) of the Lots or (b) at such time as all Class B membership terminates, this Declaration may be amended, rescinded, or terminated: (i) on or before January 1, 1998, by an instrument executed by the Association with the formalities from time to time required of a deed and signed by not less than the Owners of ninety percent (90) of all Lots; and (ii) thereafter by an instrument so executed by the Association and signed by not less than the Owners of seventy-five percent (75) of all Lots. No amendment is effective until recorded; and the Association's proper execution will entitle it to be publicly recorded, notwithstanding the informal execution by the requisite percentage of Owners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there is Class B membership unless 100 of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded. Notwithstanding anything to the contrary herein, by a majority vote, the Association may at any time, amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board.

Section 9.5 Rights of Mortgagee. Any holder of any First Mortgage shall have the following rights:

9.5.1 During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association;

9.5.2 Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request;

9.5.3 Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies; and

9.5.4 To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that is required to be given to the Class A members of the

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Association under any provision of this Declaration, or the Articles or By-Laws of the Association.

Section 9.6 Variances. Until termination of the Class B membership, the absolute right and discretion is hereby reserved to the Declarant and thereafter reserved to the Association to grant variances with respect to individual Lots from the obligations of Articles 3 and 4 in cases where not to grant such variance would create hardship in the opinion of the Declarant or the Board or where such variances would in the opinion of the Declarant or the Board be in keeping with the spirit and intent of this Declaration and would not materially adversely affect any neighboring Lot or the Property as a whole. Such variances, if granted, shall be granted upon application to the Declarant or the Board by the Owner in writing setting forth in detail the variance requested and reasons therefor. Copies of each application for variance shall be forwarded (certified mail, return receipt requested) to each Owner of a Lot which adjoins or fronts on the Lot for which the variance is requested. If appropriate, any such variance shall be granted by the Declarant or the Board in writing, and shall be executed by the Declarant (or the Developer, on its behalf) or the Board and the Owner with the formalities of a deed and recorded in the Public Records of Pinellas County, Florida, to become effective. The Owner requesting a variance will be responsible for payment of all costs associated with processing a variance request whether or not the variance is granted.

Section 9.7 Severability. Invalidation of any particular provision of this Declaration, by judgment or court order will not affect any other provision or any valid portion or application of such invalid provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

Section 9.8 Assignment of Declarant's Rights to Developer. The Declarant has assigned its rights hereunder to the Developer, as its agent, and this Section 9.8 shall be deemed to be a written assignment pursuant to Section 1.7 hereinabove. Any Owner, Mortgagee, or other third party shall be permitted to rely on any document, approval, instrument, or certificate executed by the Developer, as agent for the Declarant, as if such document, approval, instrument, or certificate had been executed by the Declarant, without inquiry into the scope of the Developer's authority until and unless a termination of such assignment is executed by the Declarant and recorded in the Public Records of Pinellas County, Florida. The Declarant reserves the right to assign all or any portion of its rights and privileges under this Declaration, to any other person or entity who acquires all or any portion of the Property. No such assignment shall be effective prior to its recordation in the Public Records of Pinellas County, Florida.

Section 9.9 Exculpation. This Declaration is executed by John Kevin Poorman, not individually or personally, but as Successor Co-Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in him as such Co-Trustee, and under the express direction of the beneficiary of a certain Land Trust Agreement dated February 28, 1980, and known as Land Trust Number 301 to all provisions of which Trust Agreement this Declaration is expressly made subject. It is expressly understood and agreed that nothing in this Declaration contained shall be construed as creating any liability whatsoever against said Co-Trustee, his Co-Trustee or said beneficiary, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay. any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, to keep, preserve or sequester any property of said Trust, and that all personal liability of the Co-Trustees (and said beneficiary to the extent permitted by law), of every sort, if any, is hereby expressly waived by every Owner, and by every person now or hereafter claiming any right hereunder; and that so far as the parties hereto are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Trust Estate from time to time subject to the provisions of said Trust Agreement for the payment thereof.

IN WITNESS WHEREOF, the Declarant has duly executed this instrument on the day and year first above written.

Witnesses:

DECLARANT:

Laurel Paylaska
Name: LAUREL PAYLASKA

John Kevin Poorman
JOHN KEVIN POORMAN,
not individually, but as Successor
Co-Trustee under Land Trust No. 301,
pursuant to Trust Agreement dated
February 28, 1980

Robbin Cotten
Name: ROBBIN COTTEN

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21ST day of JULY, 1995, by JOHN KEVIN POORMAN, not individually, but as Successor Co-Trustee under Land Trust No. 301, pursuant to Trust Agreement dated February 28, 1980. He is personally known to me or has produced _____ as identification.

Julie K Flores
Notary Public
Printed Name JULIE K. FLORES
State of Illinois at Large
Commission No. _____
My commission expires: _____

(Notarial Seal)



CONSENT

The undersigned Lansbrook Development Corporation and Lansbrook Master Association, Inc., pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lansbrook Master Association, Inc., dated the 14th day of June, 1988, and recorded in Official Record Book 6769, Page 799, et seq. of the Public Records of Pinellas County, Florida, hereby consent to the foregoing Declaration and the recordation thereof among the Public Records of Pinellas County, Florida.

LANSBROOK DEVELOPMENT
CORPORATION, a Florida corporation

By: DLK
Name: DAVID J. EVANS
Title: PRESIDENT

(SEAL)

Address: 4605 Village Center Drive
Palm Harbor, Florida 34685

LANSBROOK MASTER ASSOCIATION,
INC., a Florida corporation not-for-profit

By: DLK
Name: DAVID J. EVANS
Title: PRESIDENT

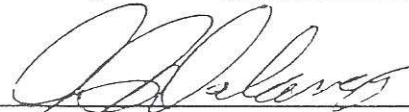
(SEAL)

Address: 4605 Village Center Drive
Palm Harbor, Florida 34685

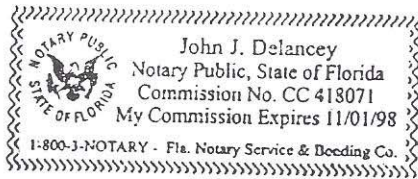
STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 20TH day of July, 1995, by DAVID J. EVANS as VICE PRESIDENT of LANSBROOK DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public
Printed Name John J Delancey
State of Florida at Large
Commission No. CC 418071
My commission expires: 11/1/98



(Notarial Seal)

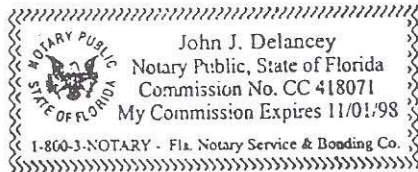
STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 20TH day of July, 1995, by DAVID J. EVANS as PRESIDENT of LANSBROOK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public
Printed Name: John J Delancey
State of Florida at Large
Commission No. CC 418071
My commission expires: 11/1/98



(Notarial Seal)