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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR PINEBROOK TOWNE HOUSES

This is a Declaration of Covenants, Easements and Restrictions made on or as of this 29th day of NOVEMBER, 1984, by PULTE HOME CORPORATION, a Delaware corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

19 14659871 72	1.	30
	40	185.00
	47	47.00
TOTAL		232.00

WHEREAS, Developer is the owner of certain real property situate in Pinellas County, Florida, more particularly described as:

The land described in the Master Plan of Development of Pinebrook Estates Phase Two, Units 2 through 7, approved as a planned residential unit development by the City Council of Pinellas Park, Florida, on July 28, 1983, and the land shown on the Master Plan of Development of Pinebrook Estates Phase Two, Unit 3, approved by the City Council of Pinellas Park, Florida, on May 10, 1984 (both of said master plans shall hereafter collectively be called the "Approved Master Plans" and the land covered by the Approved Master Plans shall be called "Pinebrook Phase Two").

NOV 30 2 11 PM '84
Pinellas County Clerk
Pinellas County, Florida

This instrument prepared by
F. WOODROW COLEMAN of
Fowler, White, Gilman, Beys, Wheeler & Hanks
P. O. Box 1000
Tampa, FL 33601

Refer to

WHEREAS, a portion (said portion hereafter called "Unit 2") of the land covered by the Approved Master Plans has been platted by Developer on the following plat:

The plat of Pinebrook Estates, Phase Two, Unit 2, recorded at Plat Book 88, Pages 65 and 66, Public Records of Pinellas County, Florida.

NOW, THEREFORE, Developer hereby submits Unit 2 to this Declaration and declares that all of Unit 2 (and any additional land hereafter submitted to this Declaration by Developer as herein provided) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said land, and be binding on all parties having any

185.00
47 47.00
232.00

right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the non-profit corporation to be established by Developer known as PINEBROOK TOWNE HOUSE ASSOCIATION, INC., its successors and assigns. The Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibit A and Exhibit B, respectively.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Areas" shall mean and refer to all portions of the Property (hereafter defined) conveyed to the Association by Developer. The following will become Common Areas upon conveyance by Developer to the Association as hereafter provided:

- (a) certain private drainage areas;
- (b) certain private streets within the Property;
and
- (c) certain green areas surrounding the Townhouse Lots (hereafter defined).

The Common Areas may also include some recreation areas facilities which may be conveyed to the Association by Developer.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Easements and Restrictions.

Section 5. "Developer" shall mean and refer not only to PULTE HOME CORPORATION, a Delaware corporation, but also any Successor Developer (hereafter defined).

Section 6. "Individual Purchaser" shall mean and refer to any person or entity other than a Successor Developer to whom Developer conveys a Townhouse Lot.

Section 7. "Owner" shall mean and refer to the owner of the fee simple title to a Townhouse Lot. When a Townhouse Lot is owned by more than one person, the term "Owner" shall refer to all owners of that Townhouse Lot collectively, and that Townhouse Lot shall be deemed for the purposes of this Declaration to have only one Owner.

Section 8. "Party Wall" shall mean and refer to each common wall built as part of the original construction of a Townhouse Building (hereafter defined) on the dividing line between Townhouse Lots, and any wall replacing the same.

Section 9. "Private Drainage Area" shall mean and refer to portions of the Common Areas which are improved by Developer with retention ponds, ditches, or other facilities for drainage.

Section 10. "Private Streets" shall mean and refer to paved streets installed by Developer within the Common Areas.

Section 11. "Property" shall mean and refer to only Unit 2 until additional Units (hereafter defined) in Pinebrook Phase Two are submitted to this Declaration by Developer as hereafter provided; as additional Units are submitted to this Declaration by Developer, the term "Property" shall include all land so submitted.

Section 12. "Rec Area" shall refer to those portions of the Common Areas improved by Developer with recreation facilities.

Section 13. "Successor Developer" shall mean and refer to any party designated as such by PULTE HOME CORPORATION, by written instrument recorded in the Public Records of Pinellas County, Florida.

Section 14. "Townhouse" shall mean and refer to one individual dwelling within a Townhouse Building. Each Townhouse shall be located on a separate Townhouse Lot (hereafter defined) but shall share a wall or walls with an adjoining Townhouse or Townhouses.

Section 15. "Townhouse Building" shall refer to a residential building constructed or to be constructed by Developer on more than one Townhouse Lot. Each Townhouse Building shall be comprised of several individual Townhouses.

Section 16. "Townhouse Lot" shall mean and refer to the parcels of land shown as "lots" on any plat of the Property (or any part thereof) recorded by Developer, on which Developer has constructed a Townhouse.

Section 17. "Unit" shall mean and refer to a parcel of land designated as a "unit" on the Approved Master Plans.

ARTICLE II

ADDITIONAL UNITS

Developer may, at any time before seven (7) years from the date of recording of this Declaration, "submit" additional Units in Pinebrook Phase Two by filing a document in the Public Records of Pinellas County, Florida, which (a) describes the additional land being submitted to this Declaration (b) declares that said additional land shall be subject to this Declaration. Upon the filing of such a document by Developer, all such additional land shall thereafter be deemed part of the Property and shall be held, sold and conveyed subject to all easements, restrictions, covenants and conditions contained herein, which shall run with such additional land and be binding on all parties having any right, title or interest in such land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Anything in this Declaration to the contrary notwithstanding, no party other than Developer shall be required to join in, consent to, or approve the submission of such additional land, provided it is in Pinebrook Phase Two.

ARTICLE III

PARTY WALLS

Section 1. General Rules of Law to Apply. The general rules of Florida law regarding party walls shall apply to each Party Wall, except as expressly modified by this Declaration. Each Owner shall own that portion of the Party Wall located on his Townhouse Lot, but said Owner may not demolish it, or make any changes in it or alterations to it without the written approval of the Architectural Committee and the Owner of the adjoining Townhouse Lot. The Association and each Owner shall have a perpetual easement on and over the adjoining Townhouse Lot at the location where the Party Wall is originally constructed by Developer, which easement shall be for support and for purposes of maintaining and reconstructing the Party Wall.

Section 2. Repair and Maintenance. The Association shall be responsible for repair and maintenance of a Party Wall as hereafter set forth.

Section 3. Implied Terms. No attempt shall be made in this Declaration to cover every possible contingency that may arise by virtue of the contiguity of the Townhouse Lots and the common walls of the Townhouses. All Owners, by accepting a deed or other interest in any Townhouse Lot, agree that such additional covenants, restrictions, easements, and provisions shall be implied herein as are reasonable and necessary to carry out the intent of Developer to allow each Owner to enjoy the full use and benefit of his Townhouse as a residence.

ARTICLE IV

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Common Duties of Owners of Townhouses and Villas. Each Owner of a Townhouse Lot will: (a) maintain the interior of his Townhouse; (b) maintain, repair and replace when needed all screens, windows, doors and air

conditioning equipment that serve only his Townhouse;
 (c) maintain, repair and replace when needed all sewer, water, and electrical lines that serve only his Townhouse;
 (d) maintain any patio, outdoor concrete decking, driveways and sidewalks located on his Townhouse Lot in a clean, good and orderly condition.

Section 2. Roof and Exterior Maintenance of Townhouses.

The Association shall (a) maintain, repair and replace when needed the roofs of Townhouses and the Party Walls; (b) maintain and paint, as and when determined by the Board of Directors, the exterior of the Townhouse Buildings except those parts which each Owner is expressly required to maintain as set forth above in Section 1 of this Article.

Section 3. Maintenance of the Common Areas. The

Association shall maintain all Common Areas (including grass and landscaping), and repair and replace all improvements located thereon when needed.

Section 4. Grounds Maintenance of Lots. The Asso-

ciation shall fertilize, water, mow, edge, clip, and otherwise maintain the grass and landscaping on the Townhouse Lots. The Board may elect not to maintain any portions of Townhouse Lots that are within a fenced or walled area, and such election shall be deemed to be in conformity with this Article even though the Association is maintaining the grass and landscaping on the remainder of the Townhouse Lot. Each Owner shall maintain in "first class" condition (including watering, fertilizing, cutting, trimming and edging) those parts of his Townhouse Lot that the Association does not maintain.

ARTICLE V

MAINTENANCE EXPENSES

The expense for all maintenance performed by the Association (including all landscaping maintenance of Townhouse Lots which the Association performs) shall be a common

expense of the Association, payable in advance as part of the "Annual Assessment" (hereafter defined).

ARTICLE VI

INSURANCE

Section 1. Fire Insurance Policies.

(a) Common Areas. The Association shall maintain in its name as a common expense (collectible as part of the "Annual Assessment" as hereafter defined) appropriate hazard insurance on all improvements located on the Common Areas, for at least one hundred percent (100%) of current replacement cost.

(b) Townhouses. The Association shall maintain as an Association expense a hazard insurance policy on each Townhouse Building for at least one hundred percent (100%) of the current replacement cost. All hazard insurance policies on Townhouse Buildings shall name the Association as the loss payee. No mortgagee on a Townhouse shall have the right to have insurance proceeds applied to pay the mortgage; rather, such proceeds shall be used for reconstruction and restoration as hereafter provided. In the event a Townhouse shall suffer damage or destruction, the Association may settle the insurance claim for damage to the Townhouse on behalf of the Owner, and the proceeds shall be paid to the Association and used to promptly repair, restore and reconstruct the Townhouse in accordance with the original design. Any excess insurance proceeds remaining after the restoration and reconstruction is complete shall be payable jointly to the Owner and any mortgagee named in the policy. If the insurance proceeds are not sufficient to reconstruct and restore a Townhouse Building, the deficiency shall be collected by the Association as a "Special Assessment" as hereafter provided.

Section 2. Liability Insurance. The Association shall also maintain at least \$1,000,000.00 per single occurrence liability coverage on all Common Areas. Each Owner of a Townhouse shall obtain and at all times maintain liability insurance for his Townhouse and Townhouse Lot.

Section 3. Fidelity Bonds. The Association shall require blanket fidelity bonds for anyone who either handles or is responsible for Association funds.

Section 4. Amount and Coverage. The amount and coverage of the insurance maintained by the Association shall be determined by the Board of Directors and the cost of the insurance maintained by the Association shall be paid by the Association as a common expense collectible as part of the Annual Assessment. All fidelity bonds and all hazard, liability and flood insurance maintained by the Association shall at least meet the minimum requirements imposed by FNMA, VA, and FHA as a condition of approval by those agencies of mortgages on Townhouses. The insurance and fidelity bonds may include coverage and amounts which exceed the minimum requirements of those agencies if the Board of Directors so elects.

Section 5. Waiver of Subrogation. No Owner (or other person residing in his Townhouse) shall be liable for damage to another Owner's Townhouse (or its contents) arising out of a fire or other casualty. Each Owner, by acceptance of a deed to a Townhouse Lot, waives any right to claim against another Owner (or such other person) for damage or loss arising out of a fire or other casualty. All hazard insurance policies carried by the Association shall provide for waiver of the insurance company's right of subrogation.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. An architectural committee ("Architectural Committee") shall be created which

shall originally consist of two (2) representatives appointed by Developer. Developer may remove any representative appointed by it at any time and designate a substitute committee member. Developer shall have the right to designate the two (2) members of the Architectural Committee until such time as it conveys the last remaining Townhouse Lot to an Individual Purchaser. When Developer is no longer entitled to appoint the representatives to the Architectural Committee, thereafter, the Architectural Committee shall consist of the Board of Directors.

Section 2. Alterations and Additions. No improvements or structure of any kind (including but not limited to a building, fence, wall, roof, screen, patio, walkway, or drive) other than those originally constructed by Developer or its designee shall be constructed or maintained on a Townhouse Lot unless approved in writing by the Architectural Committee. No physical alteration or color change be made to any portion of a Townhouse which is visible from outside the Townhouse, without such approval by the Architectural Committee. Nothing shall be affixed or displayed by an Owner on the exterior of a Townhouse Building or any walls or fences located on a Townhouse Lot (other than that which is originally constructed by Developer or its designee) without such approval by the Architectural Committee. <No plants (other than those installed by Developer) shall be placed on a Townhouse Lot by any Owner without such approval of the Architectural Committee.> Nothing shall be permitted to be displayed from the inside of glass windows or doors of Townhouses nor any material to be affixed to the inside of glass windows or glass doors of a Townhouse without such approval by the Architectural Committee.

Without the written approval of the Architectural Committee, no sign or billboard of any kind shall be erected or maintained on any Townhouse, or Townhouse Lot, except (i) one sign of a licensed real estate broker not more than

four square feet advertising the Townhouse for rent or sale, and (ii) signs used by Developer or its designee to advertise the Townhouses for sale during the construction and initial sales period.

The approval of the Architectural Committee required in this Article may be denied without cause, in the sole discretion of the Committee.

ARTICLE VIII

USES

Section 1. Permitted Uses. No Townhouse shall be used other than for residential purposes. In addition:

(a) No noxious or offensive activity shall be carried on upon any Townhouse Lot or within any Townhouse, nor may any Townhouse be used in any way or for any purpose which may unreasonably disturb the occupancy of any other Townhouse or which constitutes a nuisance to such occupants.

(b) No business activities of any kind whatsoever shall be conducted in the Townhouse or on a Townhouse Lot; provided, however, the foregoing shall not apply to construction, maintenance, and sales activities of Developer, his agents and assigns, during the construction and sale period.

(c) No Townhouse shall be rented or used for transient or hotel purposes, which is defined as:
(i) rental for any period less than thirty (30) days, or
(ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, and like services; otherwise, Townhouses may be rented for residential purposes.

(d) No animals or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial

purpose, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

(e) No boat, truck, trailer, camper, recreational vehicle, inoperative vehicle, unregistered vehicle or similar vehicle shall be stored, temporarily or permanently, on any Townhouse Lot or in the Common Areas; provided, however, that this subsection shall not pertain to any construction related trucks, equipment or other vehicles used by Developer or any Successor Developer in the construction of Townhouses or any of Developer's or Successor Developer's contractors or subcontractors.

(f) All equipment, garbage cans, wood piles, and any other items stored outside shall be kept screened by adequate planting or fencing so as to conceal them from view of the other Townhouses and public view; provided, however, that this subsection shall not apply to any construction materials used by Developer, its Successor Developer, or any contractors or sub-contractors of Developer or its Successor Developer in the construction of Townhouses.

Section 2. Construction. Anything herein to the contrary notwithstanding, nothing in this Article or elsewhere in this Declaration shall in any way limit, restrict, impair or interfere with Developer's right to construct or sell Townhouses at any time or to conduct all activities which are in the opinion of the Developer helpful with respect to such construction or with respect to selling such Townhouses, including but not limited to the right to maintain a construction trailer or trailers on the Property, a sales office, a model, and promotional signs.

ARTICLE IX

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USE OF REC AREAS

Section 1. Owner's Right of Enjoyment. If any recreational facilities are constructed by Developer in any Rec Areas, every Owner shall have a right to use such recreational facilities for the purpose for which they were intended by Developer, which right shall be appurtenant to and shall pass with the title to every Townhouse Lot, subject to the following:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Rec Area;

(b) the right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Townhouse remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to make reasonable rules governing the use of the Rec Area and recreational facilities;

(d) the right of the Association to dedicate or transfer all or any part of the Rec Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a two-thirds (2/3) vote of its members; no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Association members has been recorded in the Public Records of Pinellas County, Florida.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Rec Area and recreational facilities to persons who reside in his or her Townhouse.

EASEMENTS

Section 1. Easement for Encroachments. Each Townhouse Lot shall be subject to an easement for any encroachment by an adjoining Townhouse created by construction, settling and overhangs, as designed or constructed by the Developer or its designee. The Common Areas shall be subject to an easement not to exceed three feet (3') for overhangs or other encroachments by any Townhouse encroaching upon the Common Areas. An easement for the benefit of the encroaching Townhouse for said encroachments and for the maintenance of same shall exist so long as the encroachment exists.

Section 2. Easements Over Lots for Utilities and Services. There is hereby created in favor of the Developer and the Association, and their designees and assigns, upon, across, over and under each Townhouse Lot, perpetual easements for installation, replacing, repairing and maintaining utilities and a common sprinkler system needed to serve all improvements on that Townhouse Lot and other Townhouse Lots, and to properly water the grass and landscaping on that Townhouse Lot and other Townhouse Lots. The easements shall be for all reasonable utility needs, including but not limited to water lines, sprinkler lines, valves, sprinkler heads, sewers, drainage, gas lines, telephone lines, electrical lines, and a master television antenna system or cable television system. By virtue of this easement, it shall be expressly permissible for the Developer, the Association and any utility company to erect and maintain the necessary lines and equipment on all Townhouse Lots. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or replaced on a Townhouse Lot, except in the locations where the lines were initially installed by the Developer or its designee, unless the Owner of the Townhouse Lot consents, and further, no easement shall exist under any Townhouse as originally constructed by Developer. Should any

utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Owner by acceptance of a deed to a Townhouse Lot agrees to execute such document.

Section 3. Easement Over Private Streets. There is hereby created upon, across and over all parts of the Private Streets, in favor of the Developer, the Association, and all Owners, their tenants, family members, guests, licensees, and invitees, a perpetual non-exclusive easement for ingress and egress by pedestrian and vehicular traffic, to and from each and every Townhouse and the Common Areas. This easement may be used by all contractors and other parties designated by Developer to erect improvements in the Property. Every deed to a Townhouse Lot shall automatically be deemed to have conveyed to the grantee therein such an easement for ingress and egress. There is also hereby created in favor of Developer, the Association and their designees perpetual easements under the Private Streets for maintaining utility lines to serve the Townhouse Lots and Common Areas.

Section 4. Drainage Easements. There is also hereby created in favor of Developer and all Owners a perpetual non-exclusive right to drain storm water from all Townhouse Lots and the Common Areas over and under Townhouse Lots and the Private Streets and into the Private Drainage Areas. The Private Drainage Areas conveyed to the Association shall be maintained by the Association for drainage, and the Association shall be responsible for its maintenance. These drainage easements shall not, however, run under or through any Townhouse as originally constructed by Developer. No Owner shall do anything on his Townhouse Lot which will interfere with the drainage of water as provided by Developer as part of the original construction.

ARTICLE XI

PARKING

Section 1. Non-Exclusive Right to Park. Vehicular parking shall be allowed only in those Common Areas which are designated for parking by the Board of Directors. The Board of Directors shall have the power, in its sole discretion, to assign two ~~X~~(2) parking spaces to the residents of each Townhouse. The residents of each Townhouse are limited to two (2) vehicles per Townhouse.

ARTICLE XII

CONVEYANCES OF COMMON AREAS

Section 1. Title. At any time prior to the conveyance of the last Townhouse Lot in Pinebrook Phase Two to an Individual Purchaser, Developer shall convey to the Association fee simple title to (a) the Private Streets providing access to Townhouse Lots that have been conveyed to an Individual Purchaser, (b) the Private Drainage Areas, (c) the Rec Areas, if any, and (d) the green areas surrounding the Townhouse Lots. The title to all such property shall be conveyed by warranty deed, free and clear of any liens or mortgages. Said areas may be conveyed in several stages by Developer. The property so conveyed by Developer to the Association shall, upon such conveyance, become part of the Common Areas, and shall be thereafter maintained by the Association. However, Developer hereby reserves (and shall be deemed to have reserved in the deed) unto itself, its heirs, successors, assigns, licensees, invitees and agents, and unto the Association and Owners, the easements for utilities, services, ingress and egress and drainage as set forth above.

ARTICLE XIII

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Townhouse, including Developer and any Successor Developer, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Townhouse.

Section 2. The Association shall have two (2) classes of voting membership:

(1) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Townhouse Lot owned. When more than one (1) person or entity holds an interest in any Townhouse Lot, the vote for such Townhouse Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Townhouse.

(2) Class B. The Class B member shall be the Developer, who shall be entitled to three (3) votes for (a) each Townhouse Lot and (b) for each residential dwelling site which is not a Townhouse Lot (either because it has not been submitted to the Declaration by Developer or because no Townhouse has been constructed on it) which is shown on the Approved Master Plans. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) five (5) years from the date of the commencement of construction of the first building on a Townhouse Lot by Declarant; or
- (c) at the election of Developer.

ARTICLE XIV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Townhouse by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) "Annual Assessments" (as hereafter defined)

(b) "Special Assessments" (as hereafter defined), and (c) "Compliance Assessments" (as hereafter defined). Such assessments to be established and collected as hereinafter provided. The Annual, Special, and Compliance Assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in collecting them, shall be (a) a charge and continuing lien upon the Townhouse Lot against which each such assessment is made, and (b) the personal obligation of the person who was the Owner of such Townhouse Lot at the time the assessment fell due.

Section 2. Annual Assessment. "Annual Assessment" shall refer to the assessment established on an annual basis by the Board of Directors, based upon the anticipated common expenses for the next ensuing twelve (12) months. The Annual Assessment shall be used to pay all Association expenses of (a) owning, operating and maintaining the Common Areas, including but not limited to insurance on the Common Areas, taxes on the Common Areas, and maintenance of the Common Areas, (b) maintaining those portions of the Townhouses for which the Association is responsible as set forth above, (c) maintaining the grass and landscaping on Townhouse Lots to the degree elected by the Board of Directors as provided above, (d) obtaining the hazard insurance of the Townhouse Buildings as provided above, and (e) other Association expenses other than those for capital expenditures to be covered by Special Assessments or Compliance Assessments. The Annual Assessment shall also include amounts for maintenance of the entrance way owned by Pinebrook Estates Homeowners Association, Inc. Annual Assessments shall be fixed at a uniform rate for all Townhouses and shall be collected in advance in monthly installments. Until January 1st of the year immediately following the conveyance of the first Townhouse Lot to an Individual Purchaser, the maximum Annual Assessment shall be Fifty and No/100 Dollars (\$50.00)

per year per Townhouse Lot. From and after January 1st of the year immediately following the conveyance of the first Townhouse to an Individual Purchaser, the maximum Annual Assessment may not be increased each calendar year by more than fifteen (15%) percent above the maximum assessment for the previous year, without assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum assessment without the need for a special meeting or vote of the members. The Board of Directors shall establish and determine as part of the Annual Assessments the amount of a reserve fund for the purposes of future maintenance or replacement of all improvements in Common Areas or for future maintenance or replacement of these portions of the Townhouse Buildings for which the Association has the maintenance responsibility under this Declaration. Any assessment installment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Townhouse Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Townhouse. Annual Assessments provided for herein shall commence as to each Townhouse Lot on the date which that Townhouse is conveyed to an Individual Purchaser. At the time of the first conveyance of a Townhouse by Developer to an Individual Purchaser, the purchaser of the Townhouse shall pay to the Association a contribution to working capital equal to two (2) months' installment on the Annual Assessment, which sum shall not be considered an advance payment of the regular monthly installment of the first Annual Assessment. The first Annual Assessment for each Townhouse shall be prorated according to the number of

months remaining in the calendar year at the time of the first conveyance of that Townhouse to an Individual Purchaser. Any Townhouse Lot not conveyed to an Individual Purchaser shall not be subject to assessment so long as Developer provides the Association with the difference between the total amount of Annual Assessments charged to Individual Purchasers and the actual annual operating costs of the Association. The Board of Directors shall fix the amount of the Annual Assessment against each Townhouse Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and the date for fixing the Annual Assessment dates shall be established from time to time by the Board of Directors.

Section 3. Special Assessments for Capital Improvements. "Special Assessments" shall be in addition to the Annual Assessments authorized above and shall be only for the purpose of defraying, in whole or in part, (a) the cost of any maintenance, repair, reconstruction, or replacement of improvements in the Common Areas which cannot be paid from the regular Annual Assessments or from insurance or reserves, (b) the cost of any maintenance repair, reconstruction or replacement of those portions of Townhouse Building for which the Association has the maintenance or reconstruction responsibility under this Declaration which cannot be paid from the regular Annual Assessments or from insurance or reserves, (c) the cost of construction of additional capital improvements in the Common Areas. Special Assessments for construction of additional capital improvements in the Common Areas shall require (a) the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, (b) the approval of Developer so long as Developer owns any Townhouse Lots. Special Assessments shall be fixed uniformly against all

Townhouses and shall be payable when and as specified by the Board of Directors.

Section 4. Compliance Assessment Lien. Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations of an Owner contained in this Declaration. Upon the failure of an Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation cleaning, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed a "Compliance Assessment" against the Townhouse Lot of the non-complying Owner, and shall be immediately due and payable from the non-complying Owner to the Association.

Section 5. Subordination of Lien to Mortgages. The lien of all assessments provided for herein shall be subordinate to the lien of any first mortgage held by an "Institutional Mortgagee" (a mortgage holder in the business of making, guaranteeing, or purchasing mortgages, including but not limited to banks, savings and loans, mortgage companies, VA, FHA, FNMA, or FHLMC). The sale or transfer of any Townhouse Lot pursuant to mortgage foreclosure by an Institutional Mortgagee or any deed in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve a Townhouse Lot from liability for any assessments which thereafter become due or from the lien thereof. Likewise, no such sale or transfer shall relieve the Owner from his personal liability for the assessment.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Joint and Several Obligations. Each and every obligation of an Owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Townhouse Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto to or by one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 3. Severability. Invalidation of any one of these covenants, easements or restrictions by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty-five (55) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by agreement of the Owners of three-fourths (3/4) of the Townhouse Lots and three-fourths (3/4) of the first mortgagees holding mortgages on Townhouses. Notwithstanding anything in this paragraph or in this Declaration to the contrary notwithstanding, all easements provided for herein shall be perpetual, and shall not be terminated by termination of the covenants and restrictions.

Section 5. Amendments. This Declaration may be amended by a duly executed and recorded instrument signed by the

Owners of no less than three-fourths (3/4) of the Townhouse Lots and by three-fourths (3/4) of the first mortgagees with mortgages on Townhouses, provided (a) that any such amendment must also be approved by the Developer so long as Developer owns a Townhouse, (b) no submission of additional land to this Declaration as provided above shall require signature or approval by any owner other than Developer. Amendments to the Articles of Incorporation and By-Laws for the Association shall not be considered amendments to this Declaration, and shall be accomplished in the manner set forth in said Articles and By-Laws. Notwithstanding the foregoing, and in addition thereto, the consent of all Owners and Developer shall be required for any amendment to this Declaration which effects a change in (1) the method of dividing the assessments, (2) the provisions dealing with insurance or reconstruction after casualty, (3) the provisions dealing with the duration or amendment of this Declaration, or (4) any easement provided for herein. Any "Institutional Lender" holding a first mortgage on any Townhouse Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Townhouse), shall be entitled to timely written notice of any proposed amendment to this Declaration.

Section 6. Lender's Notices. An institutional mortgagee holding a first mortgage on any Townhouse Lot shall be entitled (upon written request by the institutional mortgagee to the Association stating the name and address of the institutional mortgagee, and a legal description and address for the Townhouse Lot), to timely written notice of: (a) any condemnation or casualty loss that affects a material portion of the submitted property or the Townhouse Lot encumbered by that mortgagee's mortgage; (b) any sixty (60) day delinquency in the payment of assessments against the Townhouse Lot encumbered by that mortgagee's mortgage; (c) any lapse, cancellation, or material modification of any insurance

policy or fidelity bond maintained by the Association; and
(d) any proposed action that requires consent of a specified percentage of mortgage holders.

Section 7. Information. The Association shall make available to all owners and institutional mortgagees holding a first mortgage on a Townhouse Lot, current copies of this Declaration, and of the Bylaws, rules, books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any institutional mortgagee shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Section 8. Contracts. Until the time that the Class B membership ceases and is converted to a Class A membership as set forth above, the Association shall not make any contract or lease unless there is a right of termination without cause or penalty, which is exercisable at any time after not more than ninety (90) days' notice to the other party. This prohibition shall not, however, apply to the agreements between the Developer and utility companies or other parties for the supply of cable TV, telephone, or utility services to the submitted property.

Section 9. Captions. The paragraph captions are for convenience only, and shall not be deemed to in any way affect or limit the interpretations or content of the paragraphs.

Section 10. Reduction. If any covenant, restriction, easement or provision contained in this instrument is invalid or unenforceable because its duration as provided above herein exceeds a permissible or reasonable duration under any statute or rule of law or equity, the duration of said covenant, restriction, easement or provision shall automatically be limited and reduced, ipso facto, to such duration

as will be deemed permissible or reasonable under the applicable statute or rule of law or equity.

Section 11. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) submission to this Declaration of additional properties which are not within Pinebrook Phase Two, (b) dedication of Common Areas to the public, and (c) amendment of this Declaration.

IN WITNESS WHEREOF, the Developer herein, PULTE HOME CORPORATION, has caused this instrument to be executed on its behalf as of the 29th day of November, 1984.

Signed and acknowledged in the presence of:

PULTE HOME CORPORATION

[Signature]
[Signature]

By: [Signature]
John W. Freemann

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 29th day of November, 1984, by _____ as _____ of PULTE HOME CORPORATION, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires Sept. 14, 1987
Bonded thru Ayers/Sierra Insurance Associates

FWC2/uu