

## **PLEASE NOTE \*\*\*\* IMPORTANT !!**

All repair work, reconstruction, or repainting, done on any Patio Home or garage & lot, must match the original design and color as it was prior to the repairs, or repainting. Unless otherwise authorized by the Association Board, in writing, in the form of a signed "Permit", this requirement will be upheld in all cases as stated in the Association's Doc Book, Entitled: Amended and Restated Declaration of Covenants, Conditions and Restrictions for Village on the Green Patio Homes (Green Book).

The following excerpts are taken from our Governing Documents Book (Green Book), that all homeowners should have in their possession. It was provided to you at the time of purchase. At the time of interview each homeowner signed a statement to abide by the rules of the association as outlined in these documents. If you have misplaced or lost your copy, it can be obtained from our Property Management Company, Ameri-Tech. It is also available on the VOG Patio Homes Website.

### **Article XI** (Page 7)

#### **Architectural Control**

Nothing shall be constructed or installed, changed or modified, altered, or added to on a Lot, including, but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board of Directors shall adopt guidelines and standards, from time to time, regarding Architectural Control, which will govern such modifications. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and the location of what the Lot Owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment. etc., is commenced. In the event the Board fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin has been commenced prior to completion thereon, approval will not be required and this Article will be deemed to have been complied with.

### **Article XIX** (Page 13)

#### **Unit Reconstruction**

Any reconstruction, repair or replacement of a patio home and appurtenances thereto shall be in accordance with the plans and specifications as finally amended used by Declarant in connection with the construction of said patio homes and appurtenances on file with the Building Department and the Governmental agencies having jurisdiction thereover.

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VILLAGE ON THE GREEN PATIO HOMES

THIS DECLARATION made this 22<sup>nd</sup> day of Aug., 1978 by U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property located in Pinellas County, Florida which is more particularly described as:

All of Tract "E" and Lots 1 through 150 inclusive of VILLAGE ON THE GREEN according to the plat thereof recorded in Plat Book 78 at Pages 74 - 78, and Plat Book 80 at Pages 11 - 13 of the Public Records of Pinellas County, Florida.

WHEREAS, Declarant plans to plat Tract "E" into approximately 150 residential lots and develop the total property by constructing patio homes on each of Lots 1 through 150 and each of the lots in the plat of Tract "E" when platted; said development to be known as VILLAGE ON THE GREEN PATIO HOMES; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, Declarant deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property 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 the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

(The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.)

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Recreation Association" shall mean and refer to VILLAGE ON THE GREEN RECREATION ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida.

Section 4. "Declarant" shall mean U.S. HOME CORPORATION, a Delaware corporation, its successors or assigns, if such successors or assigns should acquire the property from Declarant for purposes of development as aforescribed. Turnover of control of the Association occurred many years ago, and the rights and obligations of the Declarant/Developer expired at that time. All rights and duties reserved or designated to the Declarant/Developer have passed to the Board of Directors of the Association, as applicable. All references to rights or obligations of the Declarant/Developer are hereby deleted in the Declaration of Covenants, Conditions and Restrictions, and in the Association By-Laws. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly. Please see previously recorded Documents for prior text.

Section 5. "Lot" shall mean and refer to each of the lots shown on the plat of VILLAGE ON THE GREEN numbered numerically 1 through 150, together with such lots as will be contained in Tract "E" when platted.

Section 6. "Improved Lot" shall mean and refer to a lot upon which there has been constructed a patio home for which a valid Certificate of Occupancy has been issued by applicable governmental authority.

Section 7. "Lot Owner" shall mean the holder or holders of the fee title to a lot as herein defined.

Section 8. "Common Area" shall mean and refer to those certain streets located in the Village on the Green subdivision named: Oakleaf Drive, Bay Berry Drive, Bay Berry Court, Buttonwood Court, Bay Berry Lane, Sequoia Drive, Fir Lane Court, Hemlock Drive, and Sycamore Drive.

Section 9. "Recreation Property" shall mean and refer to Tract "B" of Village on the Green.

Section 10. "Village on the Green" shall mean and refer to VILLAGE ON THE GREEN, a subdivision according to the plat thereof recorded in Plat Book 78 at pages 74 – 78 of the Public Records of Pinellas County, Florida, together with such streets as will be included in Tract "E" when platted.

Section 11. "Common Expense" shall mean:

- (a) Expenses of administration of the Association;
- (b) Expenses declared common expenses by this Declaration, the Articles of Incorporation and By-Laws;
- (c) Any valid charge against the property as a whole;
- (d) Common Expenses shall not include the cost of water and sewer service to an Improved Lot.

## ARTICLE II

### Association Membership

Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the Ownership of any lot.

### ARTICLE III

#### Voting Rights

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

Class A. Class A members shall be all those members as defined in Article II of the Articles of Incorporation with the exception of the Declarant, its successors or assigns. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. [Intentionally omitted. Class B membership expired more than 20 years ago.]

### ARTICLE IV

#### Improved Lot to Remain So Classified

Once a Lot has become an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens as set forth in these restrictions as long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause. No type, scheme or regime of fractional ownership, including timeshare or vacation club ownership regulated by Chapter 721, Florida Statutes, is permitted to be sold for any home or Lot in the Village on the Green Patio Homes community. All homes and Lots are reserved for whole ownership, only. One patio home, with a garage is constructed on each Lot, except that Lots 82 and 83 were combined into one homesite, and Lots 84 and 85 were combined into one homesite by the original Developer. No other structure, temporary or permanent, may be constructed or otherwise placed on any Lot; except that screen enclosures surrounding a patio may be added, with prior approval by the Association and the City of Clearwater.

### ARTICLE V

#### Owners' Easements and Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area, as elsewhere defined herein; such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject however, to the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

### ARTICLE VI

#### Maintenance of Property

Section 1. Lawn Maintenance and Spraying. The Association shall maintain and care for all lawns within the Property, accordingly there is hereby reserved in favor of the Association the right to enter over, through and upon all of the property for the purpose of maintaining and caring for the lawns located thereon, the cost of which is hereby declared to be a Common Expense of the Association. Each owner of an Improved Lot in the Property is hereby made liable to the Association for an equal prorata share, as hereinafter set forth, of such Common Expense. "Maintenance and care" within the meaning of this subparagraph (2) shall include mowing, edging, fertilizing and spraying of lawns. All landscaping initially installed by

Declarant on an improved lot other than the lawns, including but not limited to trees, hedges, shrubs and vines, shall be maintained in a trim and sightly manner at the cost and expense of the respective improved lot owner. If the Board approves the request by the owner of a lot to place additional trees, hedges, shrubs, vines or other landscaping upon his lot, same shall likewise be maintained at the cost and expense of said lot owner. In the event that a lot owner fails to keep said landscaping in a trim and sightly manner the Association shall have the right to enter upon the premises for the purpose of affecting such maintenance responsibility and such entrance shall not be deemed a trespass. The Board shall have the right to assess such improved lot owner for the cost and expense of any such maintenance. Should the Board determine to assess an owner for the maintenance of such trees, hedges, vines or additional landscaping, such assessment is not a Common Expense as herein defined; provided however, the lien provisions as set forth in this Declaration for Common Expenses shall also mean this assessment to the owner of the Lot.

Section 2. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system together with irrigation, wells and pumps and such system to be constructed over, through and upon all of the Lots in the Property, accordingly, there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all of said Lots, the cost of which is hereby declared to be a Common Expense of the Association. The owners of Improved Lots in the Village on the Green shall be liable to the Association for a prorata share, as hereinafter set forth of such Common Expense. In order to maintain uniformity in the maintenance and care of the grass, the Board shall have the right to determine the time and frequency that watering shall be performed.

Section 3. Common Area. The owner of each Improved Lot is hereby made liable to the Association for an equal prorata share of the actual cost (including taxes, utilities and insurance) of the operation, maintenance and repair of the Common Area, and for other Common Expenses provided for herein. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the operation, maintenance and repair of the Common Area.

Section 4. Fences. The Association shall maintain, repair and replace from time to time as needed, all fences installed by Declarant in connection with the development of the Property and the cost and expense thereof is hereby declared to be a Common Expense of the Association and the owners of the Improved Lot shall be liable to the Association for their equal prorata share of such cost and expense. There is hereby reserved in favor of the Association the right to enter upon the lots in order to maintain, replace and repair said fences as aforesaid.

Section 5. Maintenance Obligation of Lot Owners. Each Lot owner shall maintain in good condition and repair the interior and exterior of his patio home (including, without limitation, walls, paint on walls, windows, doors, shutters, roofs, downspouts) and the party walls shared with other owners and shall keep same in good, safe, clean, neat, and attractive condition. In the event the Lot Owner fails to keep the premises in said condition, the Association or Assigns shall have the right to mail a fifteen-day written notice to the property address or the last known address of the Lot Owner, advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Association, the right, but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. The cost and expense of the maintenance, repair, replacement of fences, sprinkler system, lawn and landscaping, and common area necessitated by the neglect, misuse or negligence of a lot owner shall be payable by such lot owner. The Association shall have the further right to assess the Lot

Owner for the full cost of any services or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effects as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

## ARTICLE VII

### Assessments

Assessments for the payment of all common expenses shall be made for the calendar year annually, in advance, on December 1, preceding the year for which the assessments are made, and shall be apportioned equally to the Improved Lots and shall constitute a lien against the Improved Lots for which the assessment is made. Such assessments shall be due in twelve (12) monthly installments on January 1<sup>st</sup>, and the first of each month in the year for which the assessments are made. Only Improved Lots shall be liable for the payment of assessments as herein provided and shall commence sharing its share of the assessments commencing with the first month after the date of the deed of conveyance as to said Lot from the Declarant or its successors and assigns to the first grantee thereof. On default by any Lot Owner in the payment of such monthly installments, within thirty (30) days after the due date thereof, then the Association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the monthly installments for the then-current assessment year. In the event that such annual assessment proves to be insufficient, it may be amended at any time, in writing, by resolution by the Board of Directors of the Association and the Board of Directors may apportion the increase and the annual assessment over the remaining quarterly installments for that year. If an annual assessment is not made as required herein, the assessment for the next month shall be in the same amount as paid in the first preceding month until a new assessment is made by the Board.

Each owner of any Improved Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses provided for herein, and (2) special assessments for deficiencies, other purposes and capital improvements, such as assessments to be established and collected as herein provided. The assessments as provided herein, including but not limited to assessments for the cost of operation, maintenance and repair of the common area and for other common expenses, together with interest, late fees, costs and reasonable attorney's fees, including reasonable attorney's fees on appeal, shall be a charge on the lots and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon, late fees and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot which shall bind such lot as hereinbefore provided. If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the due date at the highest rate per annum which is permitted by law. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as the Board may decide, from time to time, for each delinquent installment that the payment is late. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose

the lien against the lot, and there shall be added to the amount of such assessment all costs incurred or sustained in perfecting and enforcing such lien, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lienholder without waiving the liens securing the same. The lien of assessments provided for herein shall be superior to all other liens, except tax liens and first mortgage liens which are amortized over a period of not less than ten (10) years. Notwithstanding the foregoing, Lots encumbered by such mortgages are liable for assessments herein and subject to the lien therefore; however, the sale or transfer of such a lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to such sale or transfer. Such sale or transfer shall not relieve such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

## ARTICLE VIII

### Declarant's Guarantee

[Intentionally omitted. Obligations of Declarant expired more than 20 years ago.]

## ARTICLE IX

### Lot Owners

### Members of Recreation Association

Village on the Green Patio Homes is part of a larger development of the Declarant known as Village on the Green (herein "Development"). Declarant has filed an instrument in the Public Records of Pinellas County, Florida, styled Declaration of Covenants and Restrictions for Village on the Green (herein Covenants and Restrictions.) The Covenants and Restrictions provide for the creation of Village on the Green Recreation Association, Inc., a non-profit Florida corporation (herein "Recreation Association"), the purpose of the Recreation Association is to own, operate, manage and maintain the improved recreation area (as defined in the Covenants and Restrictions.)

Unit owners become members of said Recreation Association and by the acceptance of their respective deeds, will have agreed; that his unit is subject to the covenants and restrictions including amendments thereto; to abide by the rules and regulations of the Recreation Association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said Association, in accordance with its Articles of Incorporation, By-Laws and the Covenants and Restrictions. The Covenants and Restrictions (Declaration of Covenants and Restrictions for Village on the Green), have been recorded in O. R. Book 4735 at pages 2170 through 2178 inclusive of the Public Records of Pinellas County, Florida. The Articles of Incorporation of the Village on the Green Recreation Association, Inc., have been filed with the Secretary of State of Florida. (The Articles and By-Laws of the Association are available at the office of the Association.) The three aforesaid documents are made a part hereof by this reference as though set forth in their entirety herein.

## ARTICLE X

### Party Walls

The rights and duties of Lot Owners with respect to party walls shall be governed by the following:

A. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly. The cost shall be shared equally by the adjoining Lot Owners.

C. If any such party wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner.

D. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining owner.

E. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.

F. In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute and the decision of such Board of Directors shall be final and conclusive upon the parties.

## ARTICLE XI

### Architectural Control

Nothing shall be constructed or installed, changed or modified, altered, or added to on a Lot, including, but not limited to the landscaping thereof, without first obtaining the written approval of the Board as more particularly provided in this Declaration. The Board of Directors shall adopt guidelines and standards, from time to time, regarding Architectural Control, which will govern such modifications. The Board shall require plans and specifications showing the nature, kind, shape, height, materials, colors, type of landscaping and the location of what the Lot Owner proposes to do and same shall have been submitted and approved in writing by the Board before construction or installment, etc., is commenced. In the event the Board fails to approve or disapprove within thirty (30) days after said plans and specifications have been

submitted to it, or in any event, if no suit to enjoin has been commenced prior to the completion thereon, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE XII

### Use Restrictions

#### Section 1.

- a. No lot shall be used for any purpose other than as and for a single family residence or dwelling. A "single family" shall be defined herein as: One person living alone; or two persons related by blood, marriage or adoption, and their immediate family; or two persons living together as a single housekeeping unit. "Immediate Family" is defined as the parents, brothers and sisters, or children (and their respective spouses) of the Owner or the Owner's spouse.
- b. No lot shall be for commercial or business use. "Commercial" or business" use shall be defined to include any use which involves a business enterprise which results in traffic of non-resident individuals or vehicles within the Community, and/or the presence of non-domestic service related employees in a unit. It shall also include receiving or shipping out of products or inventory from the unit, and storing of products or inventory in the unit.

Use of a unit is deemed to be a business or commercial use when the unit is used primarily for business and not as a residence of the owner.

"Commercial use" shall not be deemed to include home office use of a unit, if there is no traffic of non-resident persons or vehicles to or from the unit, no inventory storage in the unit, no delivery or shipping of goods or inventory to or from the unit, and the unit use is primarily as the owner's personal residence.

If home office use becomes a nuisance at any time, or impacts upon the peaceful enjoyment of the Community by its residents, or disturbs the neighborhood or the occupants of property adjoining the unit, or in any way violates local, state or federal law, then it shall be deemed "commercial use" and shall immediately cease.

Section 2. At least eighty (80%) percent of the units shall have at least one (1) permanent occupant who is fifty-five (55) years of age or older. Twenty (20%) percent of the units shall be reserved solely for those who secure title by virtue of inheritance from former owners. No Lot Owner or approved lessee of a Lot Owner shall permit any person under the age of eighteen (18) years to reside in any of the patio homes, except as otherwise provided herein. The term "permanent occupants" shall include all persons occupying the unit, except temporary guests.

Section 3. Lot owners or Lot Owners approved lessees shall be permitted to have visitor occupants at any age for up to three weeks during any six-month period, or a maximum of six weeks in a twelve-month period; provided that at no time shall any patio home be occupied by more than six individuals.

Section 4. No dog or cat or other pets shall be permitted in any of the patio homes or on the Lots or common areas except for birds, such as canaries or parakeets, and fish such as

goldfish or tropical varieties, which may be kept by a Lot Owner in the owners respective patio home provided that no such birds and/or fish shall be raised for commercial purposes.

Section 5. No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Lots or Common area. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery and other commercial services. Automobiles shall be parked only on the respective lot owner's driveway or in such owner's respective garage. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or otherwise indicates a commercial use. "Trucks" mean any vehicle with a bed, whether exposed to the elements or covered by a top, (as an after-market device) which is designed, manufactured, marketed or sold primarily for the purpose of carrying cargo rather than passengers. The term "trucks" shall not include sport utility vehicles.

Section 6. Other than the trees, shrubbery and landscaping initially installed by Declarant, no trees, shrubbery or other landscaping shall be installed or maintained unless the same shall have been first approved in writing by the board, which approval may be arbitrarily withheld.

Section 7. No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the property except as approved in writing by the board, which approval may be arbitrarily withheld.

Section 8. No outdoor clothes drying activity shall be conducted on any of the lots except in enclosed areas where same is hidden from the view of adjoining lots. Additionally clothes may only be dried on removable lines and poles which shall be removed and stored except during the actual drying time.

Section 9. All garbage and trash containers and oil and gas tanks must be placed under ground or in enclosed areas so as to render the contents thereof hidden from view from adjoining lots. Said facilities shall be kept in a clean and sightly manner.

Section 10. No exterior radio, television or any other electrical antennas or aerials may be erected or maintained anywhere upon any Lot.

Section 11. The initial street mailboxes shall be selected, furnished and placed on the respective Lots by Declarant. Said mailboxes shall be maintained, repaired and replaced from time to time as needed at the cost and expense of the Lot Owner. Any replacement shall be of the same type as initially furnished.

Section 12. Neither permanent nor portable swimming pools shall be constructed or maintained on any portion of the property.

Section 13. One real estate sign may be displayed in a house or garage window or from a mounted bracket in units located on a cul de sac. Open-house signs may be placed in the yard on special days. However, no signs of any other nature will be permitted at any time. Expressly prohibited are political signs, garage sale signs and signs of similar like.

Section 14. No structure of any temporary character, such as portable basketball hoops, golf nets, hockey nets or other recreational equipment, gazebo or tent shall be permitted either temporarily or permanently on any Lot or street.

Section 15. Lease Restrictions. Beginning with the effective date of this amendment, any rental or lease of a Patio Home must comply with the following:

(a) No Owner may rent or lease a Patio Home during the first twenty-four (24) months of ownership.

~~(b) No Owner may rent or lease more than one (1) Patio Home at any given time.~~

(c) No Patio Home may be rented or leased for a period of less than twelve (12) months.

(d) A Patio Home which is rented or leased shall be defined as a Patio Home that is occupied by other than the record owner, his/her spouse, and their immediate family, if any. A Patio Home which is occupied by the record owner's immediate family in the absence of the owner(s) shall not be defined as a Patio Home which is rented or leased.

(e) A Patio Home may only be rented or leased one (1) time per twelve (12) month period, except in the event of the death of the tenant during the tenancy; and then only if the proposed new tenancy otherwise complies with this Section of the Declaration.

(f) Owners may lease their Patio Homes subject to the requirements of this Section, provided that all such leases are entered into in compliance with the requirements of this Section of the Declaration, and the Florida Statutes, and are approved in advance by the Board of Directors.

(g) A copy of the proposed lease shall be furnished to the Board of Directors; together with an application fee established by the Board of Directors, in an amount determined from time to time, but not to exceed the maximum established by law, to cover the costs of contacting the references given by the applicant and such other costs of investigation, including credit and background checks, that may be incurred by the Board of Directors; and a completed application form for approval of the lease by the Board of Directors, or a committee designated by the Board of Directors.

(h) All prospective lessees, and all intended adult occupants, prior to approval or disapproval by the Board, are required to appear for an interview before the Board of Directors, or a committee designated by the Board of Directors, as a condition of approval.

(i) Within thirty (30) business days after receipt of the proposed lease, a fully-completed application form, payment of the application fee, and such other requirements as the Board may have, the Board of Directors of the Association shall either approve or disapprove the transaction. The time does not begin to run until all requirements have been fulfilled. The approval of the Board of Directors shall be in recordable form, signed by any two officers of the Association, and shall be delivered to the Owner. Failure of the Board of Directors to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid.

(j) The Owner, and the Board of Directors, or a committee designated by the Board of Directors, shall advise the lessee(s) of the contents of the Declaration, the By-Laws, the Rules and Regulations, and all rules and regulations regarding the use of Association Property and of Tract "B," the Recreation Area.

(k) Sub-leasing is prohibited.

(l) Assignment of leases is prohibited.

(m) No application fee shall be charged in connection with an extension or renewal of a lease.

(n) All Patio Homes which are rented or leased as of the date of recording of the amendment may remain rented or leased to the current tenant(s) for the duration of the current tenancy, and any and all renewals or extensions thereof. Upon the termination of the tenancy of the current tenant(s), the Owner must comply with the provisions of this Section of the Declaration, and all current restrictions and rules governing rentals and leasing.

(o) The effective date of this amendment will be the date of its recordation in the Public Records of Pinellas County.

Section 16. Purchase and Sale. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, the transfer of a home by any Lot Owner shall be subject to the following provisions, which each Owner covenants to observe:

a. Transfers Subject to Approval.

(1) Sale. No Lot Owner may dispose of a Lot or any interest therein by sale without approval of the Association, except to a Lot Owner.

(2) Other Transfers. If any Lot Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his Ownership of his Lot shall be subject to the approval of the Association.

b. Approval by Association. The approval of the Association which is required for the transfer of ownership of homes shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale. An Owner intending to make a bona fide sale of his home or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Gift, Devise or Inheritance; Other Transfers. A Lot Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Owner as the Association may reasonable require, and a Certified copy of the instrument evidencing the Owner's title.

(c) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring Ownership or possession of a Lot, the Association at its election and without notice may approve or disapprove the transaction or Ownership. If the Association disapproves the transaction or Ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(d) The Association shall have the ability to conduct a background and credit check on all applicants, at the expense of the applicant. The Board shall have the authority to require a personal interview of a proposed transferee as part of the approval process described elsewhere herein.

(2) Certificate of Approval

For sales, and any other transfer of title, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary, in recordable form, and shall be delivered to the purchaser and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

(3) Approval of Corporate Owner or Purchaser. Inasmuch as the Lots and homes may be used only for residential purposes, and a corporation cannot occupy a home for such use, if the Owner or purchaser of a home is a corporation, the approval of Ownership by the corporation may be conditioned upon requiring that all persons occupying the home be also approved by the Association.

c. Disapproval by Association. Disapproval of a sale or other transfer of ownership of a Lot shall be based upon the requirements of Florida Law, and may be based upon criminal history.

i. If the Owner of the Lot is delinquent in payment of any monies owed to the Association, the sale or lease of the Lot can be disapproved.

ii. If the prospective buyer provides information on the application form which is a material misrepresentation, and impacts on the occupancy, the Board has the right to disapprove the sale.

iii. If the proposed buyer is in violation of the Governing Documents, before taking occupancy of the Lot, then the Board has the ability to disapprove the sale. This also applies to a person who previously owned or lived in another home in the Community, either as a guest, a visitor or a renter, if the applicant has violated the Documents during the prior occupancy.

iv. If the proposed buyer has been convicted of a felony or otherwise has a criminal background, the Board may disapprove the sale.

d. Unauthorized Transactions. Any sale, or other transfer of title, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

e. Transfer Fee. In connection with the application for approval of sale, the Association shall have the right to charge a fee for the transfer or lease of a Lot by its Owner of up to \$100.00 per applicant, other than husband and wife, or up to such maximum amount as

may be allowed by Florida Law, as amended from time to time, the exact amount to be determined by the Board of Directors from time to time. The fee is to be paid to the Association with the required notice of intent to make a sale or lease, and the application, as set forth above, and no transfer will be processed until the fee is paid, the application has been completed and submitted, and the screening interview has been completed.

f. Exceptions. The restrictions on sales shall not apply to first mortgage lenders which acquire title through foreclosure or judicial sale, or by deed in lieu of foreclosure, or to any subsequent sale by the first mortgage lender.

### ARTICLE XIII

#### Rules and Regulations

The Board of Directors of the Association may from time to time adopt or amend preciously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Area and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided, however, the copies of such rules and regulations are furnished to each Lot Owner prior to the time same becomes effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

### ARTICLE XIV

#### Management Agreement

**[Intentionally omitted. The original Management Agreement expired many years ago.]**

### ARTICLE XV

#### Easements

Section 1. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat of Village on the Green. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or the direction of flow of drainage channels in the easements, or obstruct or retard the low of water through drainage channels in the easements.

Section 2. Each lot and the common area shall be subject to existing easements for public utilities' purposes (including but not limited to fire and police protection, garbage and trash removal, water and sewage system, electric and gas service) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any lot or the common area in furtherance of such easements.

Section 3. The Declarant reserves the right for the Board of Directors of the Association, to grant such additional easements, including but not limited to irrigation, wells and pump, electric, gas, water or other utility easement or relocate any existing utility easements in any portion of the property as the Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the lot owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots for permitted purposes.

## ARTICLE XVI

### Existence and Duration of Term

The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of said land for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each until an instrument signed by the then owners of two-thirds of the Lots have been recorded agreeing to change said covenants and restrictions in whole or in part.

## ARTICLE XVII

### Amendments

This Declaration may be amended at any time by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Each amendment shall become effective upon same being recorded in the Public Records of Pinellas County, Florida, provided however:

(a) No amendment shall change a lot owner's proportion of sharing the common expenses as provided herein nor the voting rights appurtenant to any lot unless the record owners thereof or record holders of first mortgages shall join in the execution of the amendment.

(b) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Institutional Lenders without the consent of the Lenders in each instance.

## ARTICLE XVIII

### Plat Vacation

The plat of Village on the Green as it relates to Lots 1 through 150 and the lots in Tract "E" when platted, may not be vacated in whole or in part unless the entire plat as it relates to said lots is vacated.

## ARTICLE XIX

### Unit Reconstruction

Any reconstruction, repair or replacement of a patio home and appurtenances thereto shall be in accordance with the plans and specifications as finally amended used by Declarant in connection with the construction of said patio homes and appurtenances on file with the Building Department and the governmental agencies having jurisdiction thereover.

## ARTICLE XX

### Insurance

The Association, through its board of directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the property, common area and easements, to the extent of not less than \$500,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than \$1,000,000.00 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said policy of insurance shall also provide for \$50,000.00 property damage insurance.

The Association further shall, if required by State Laws, carry a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

The Association, upon the majority vote of the Directors, may provide and keep insurance for the protection of its Directors.

The insurance premiums shall be included and treated as a common expense.

## ARTICLE XXI

### Enforcement

The Association, or any Lot Owner, shall have the right to enforce these Covenants and Restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction(s) or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Lot Owner to enforce any Covenant or Restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these Covenants and Restrictions the prevailing party in said litigation shall be entitled to recover Court costs and a reasonable attorneys' fees, including Court costs and reasonable Attorneys' fees in any Appellate proceeding. In addition, the Association shall have the right to assess fines against an owner or lessee, for violations of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, or the Rules and Regulations and Policies of the Association, all as adopted or amended from time to time, by the owner, or an owner's family, guests, or lessees. The fines shall be levied in such amounts as may be set forth in Chapter 720, Florida Statutes, as amended from time to time, and shall be levied according to the procedures set forth in the Rules

and Regulations of the Association, as adopted by the Board of Directors, and amended from time to time.

## ARTICLE XXII

### Severability

Invalidation of any one of the provisions contained in this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

~~IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.~~

Witnesses:

U. S. HOME CORPORATION,  
a Delaware corporation

/s/ \_\_\_\_\_

By: /s/ \_\_\_\_\_  
Division President

/s/ \_\_\_\_\_

Attest: /s/ \_\_\_\_\_  
Division Secretary

STATE OF FLORIDA )

: ss

COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day before me personally appeared Frank P. Macagnone and Pamela W. Droste, Div. President and Div. Secretary, respectively of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Declaration, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22<sup>nd</sup> Day of August, A.D. 1978.

/s/ \_\_\_\_\_  
Notary Public – State of Florida

My Commission Expires:

/s/ \_\_\_\_\_

(SEAL)