

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUTUMN WOODS

WHEREAS, MINIERI COMMUNITIES OF FLORIDA, INC., a Florida corporation, hereinafter called "Developer", was the owner in fee simple of certain real property located in Pinellas County, Florida, known by official plat designation as:

AUTUMN WOODS UNIT I, a subdivision of Pinellas County, Florida, according to the plat thereof recorded in Plat Book 78, pages 93 and 94, Public Records of Pinellas County, Florida; AUTUMN WOODS UNIT II, a subdivision of Pinellas County, Florida, according to the plat thereof recorded in Plat Book 80, page 90, Public Records of Pinellas County, Florida; AUTUMN WOODS UNIT III, a subdivision of Pinellas County, Florida, according to the plat thereof recorded in Plat Book 82, page 79, Public Records of Pinellas County, Florida; and AUTUMN WOODS UNIT IV, a subdivision of Pinellas County, Florida, according to the plat thereof recorded in Plat Book 99, page 48, Public Records of Pinellas County, Florida (all collectively referred to herein as "the subdivision" or "Autumn Woods");

and,

WHEREAS, the Lands described above, and as further described in the original Declaration of Covenants, Conditions and Restrictions ("the Declaration") recorded at Official Records Book 4757, Page 1544, as amended at Official Records Book 4923, Page 922; Official Records Book 5124, Page 697; Official Records Book 6742, Page 2375; Official Records Book 6828, Page 2215; Official Records Book 8094, Page 815; and Official Records Book 8094, Page 866, all of the Pinellas County public records were submitted to the terms of the Declaration, as amended;

and

WHEREAS, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, the Developer previously declared that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter; and

WHEREAS, the members of the Association wish to further amend the Declaration as set forth below, and also update and consolidate the previously adopted wording;

NOW, THEREFORE, the Declaration is hereby amended and restated as follows:

ARTICLE I

Definitions

SECTION 1. "Association" shall mean and refer to AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. "Board" refers to the Board of Directors of the Association.

SECTION 3. "Common Area" shall mean and refer to all real property owned or dedicated to the Association and any and all improvements constructed thereon, for the common use and enjoyment of the owners. The common areas are generally shown on the plats referred to above.

SECTION 4. "Developer" shall mean and refer to MINIERI COMMUNITIES OF FLORIDA, INC. a Florida corporation.

SECTION 5. "Lot" shall mean and refer to any residential lot as shown on the recorded subdivision plats as referred to above with the exception of the Common Areas.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a neat, attractive and first-class condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, attractive appearance.

SECTION 7. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 8. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or residential unit, as hereinafter defined, which is a part of the subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 9. "Unit" or "Dwelling" shall mean any residential structure located on a residential lot, and of which more than one may form a contiguous unit.

SECTION 10. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described.

ARTICLE II

Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a residential lot or unit shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to said residential lot or unit, subject to the following provisions:

A. the right of the Association to charge reasonable admission for special events and other fees for the use of any facility situated upon the Common Area;

B. the right of the Association to suspend the voting rights, and right to use of the facilities

by an Owner, during any period which any assessment against any lots or unit remains unpaid, for such period of time as provided for by the Board in accordance with the Florida Statutes; and

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless a vote of two-thirds (2/3) of those lot owners participating in the voting at a meeting, in person or by proxy, has approved of such dedication or transfer, and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pinellas County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities of which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, of which a public authority or utility company is responsible.

B. Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right of way and such easements, reservations and rights of way shall at all times be open and accessible to the public and quasi-public utility corporation, their employees and contractors and shall also be open and accessible to the Association, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

SECTION 3. No Partition. There shall be no judicial partition of the Common Areas nor shall any Owner or other person or entity acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE III

Membership In-Association: Voting Rights

SECTION 1. Membership. All persons owning lots, units and/or dwellings in the subdivision, whose interests are evidenced by the recordation of proper instruments among the public records of Pinellas County, Florida shall automatically be members of the Association. Membership shall automatically terminate when such persons divest themselves of their respective interests in said lot, unit and/or dwelling. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any lot which is subject to assessment by the Association.

SECTION 2. The vote required for the passage of any particular issue, which shall be the

proper subject of a vote by the members of the Association, shall be that number as set forth in this Declaration, or in the Articles of Incorporation and By-laws of AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC., as the same may be amended from time to time.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of one or more lots by acceptance of a deed therefor, whether or not it shall be so expressly stated on such deed or deeds, unconditionally covenants and agrees to pay to the Association: (a) annual assessments or charges; and (b) special assessments adopted in accordance with this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property, against which such assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the property on the date when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner, but the lien rights of the Association will secure all past-due amounts regardless of any transfer of title.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used to:

- A. promote the social affairs, recreation, health, safety and welfare of the members of the Association;
- B. provide for the improvement and maintenance of the Common Area, together with any easement or right-of-way areas that the Association is responsible for; and
- C. provide for such maintenance and other obligations of the Association as exist under the governing documents of the Association, or that the Board of Directors determines is appropriate, under the governing documents, the applicable Florida Statutes, and other laws. Such purposes will include but not be limited to:
 1. patrolling of the Common Areas by security personnel;
 2. electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located there;
 3. electricity and bulbs to maintain streetlights for the Common Area;
 4. maintenance of the grounds for the Common Area, including, but not limited to sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the Common Areas; and the rights-of-way outside the Common Areas which are part of any main entrance-way to said subdivision;
 5. paving and cleaning of the public ingress and egress easements shown on the plats of the subdivision;

6. carrying out and paying for liability insurance in such amounts determined by the Board;

7. trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon; and

8. any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Area, for the benefit of the Owners, or for the enforcement of these restrictions.

SECTION 3. Budget. The Association shall assess its members annually a pro rata share (each Lot is responsible for 1/ of the total budget), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors. The Board will hold a budget meeting with at least 14 days advance written notice to all Members, and at such meeting the Board will adopt the annual budget for the following calendar year. The Board will then send written notice to all Lot Owners of the assessment (also known as the "maintenance fees") for the upcoming year.

A. In addition to fees for maintenance and other operating expenses, the Board of Directors may include funds for reserves in the budget. These reserve accounts may be designated for general contingencies, or for specific repair or replacement projects. If designated for specific projects, the funds are not to be used for other purposes unless such use is approved by a majority vote of those Members participating in the voting on such issue, in person or by proxy.

B. In the event that the budget requires an increase in maintenance fees of more than fifteen percent (15%) over the prior year's budget, the membership of the Association will have the authority to reduce the increase to a fifteen percent (15%) increase if such action is approved by fifty-one percent (51%) of the membership at a special meeting called for this purpose.

SECTION 4. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors, may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any unanticipated expenditures that have arisen after the adoption of the annual budget, or any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Area including any fixtures and/or personal property relating thereto. In connection with an assessment to finance any addition or alteration to the Common Area, any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the lot owners who are voting in person or by proxy at a special meeting duly called for this purpose.

SECTION 5. Subordination of the Lien to First Mortgages, Priority of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness, and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration, unless the lien is recorded prior to such mortgage. Should any first mortgagee foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by foreclosure or conveyance in lieu of foreclosure, then such mortgagee will not be liable for past assessments, but shall pay its pro rata share of the annual and special assessments as provided for herein so long as it holds title. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who

was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

A. Except as to first mortgages, the lien of the Association for unpaid assessments shall relate back in time to the date that this amendment to the Declaration is recorded, and such lien will be superior to any junior mortgages, judgments, or other liens recorded after such date.

SECTION 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date, at the highest rate permitted by law. The Association may, at its election bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his lot.

ARTICLE V

Exterior Maintenance

SECTION 1. Common Area and Lots. The Association shall maintain the Common Area. The individual Lot Owners shall be responsible for the maintenance of their Lot and all structures and other improvements thereon. This responsibility for lot maintenance includes, but is not limited to all trees, grass, shrubs, walkways, driveways and sidewalks located on the Lot. All lawns, landscaping and other improvements are to be maintained in a neat, attractive and first-class condition.

SECTION 2. Enforcement of Maintenance. In the event that an Owner fails to properly maintain a Lot or any improvements thereon, in the sole discretion of the Board of Directors, and fails to correct such default within such reasonable period of time as may be provided by the Board under the circumstances, the Association may, after written notice, and an opportunity to appeal such decision to the Board, enter upon the Lot as needed in order to perform the needed maintenance. Such action is to be with as little inconvenience to the owners as reasonably possible under the circumstances. This remedy is an alternative available to the Association, and is in addition to all other remedies provided for in the governing documents of the Association or the applicable statutes. The Association will attempt to obtain competitive bids before performing any work under this section. If the Association performs maintenance work as a result of the failure of the Owner to do so, all costs and fees incurred by the Association in connection with the performance of such work will be the personal obligation of the Lot Owners and will also be secured by a lien against the Lot in favor of the Association, which shall be enforceable in the same manner as a lien for unpaid assessments. A claim of lien may be recorded by the Association if an Owner has not reimbursed the Association within 15 days from the date that notice is provided regarding the amount due to the Association. Such lien and personal obligation shall also include all costs and attorneys' fees incurred in collecting the amounts due to the Association, as well as interest at the highest rate permitted by law.

ARTICLE VI

Use Restrictions

SECTION 1. The subdivision shall be occupied and used only as follows:

- A. Each unit shall be used as a residence for a single family and for no other purpose;
- B. Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows or tends to show commercial activity of a unit, including but not limited to, pick-up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever, and including signage. Businesses not requiring visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein. Such businesses include home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media.
- C. No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area;
- D. No sign of any kind other than name, address and for sale signs as provided herein shall be erected upon, displayed, or otherwise exposed to view on any Lot or improvement thereon or in the Common Area, without the prior written consent of the Association, which consent may be withheld for any reason, except that (i) customary name and address signs do not require prior approval; and (ii) "For Sale" and "For Rent" signs which have been approved as to size, shape, content and location thereof by the Association, and are purchased from the Association, may be displayed on any Lot in accordance with the regulations established by the Association, from time-to-time, for signs of this type.
- E. Nothing shall be done or kept on a lot or on or about the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.
- F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes. The owners of any pets will be responsible for having them on a leash when outside of any fenced Lot, and for picking up any solid waste materials.
- G. No rubbish, trash, garbage, yard waste or other waste material shall be kept or permitted on any lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.
- H. No outbuilding, basement, tent, shack, garage, shed, trailer or temporary structure of any kind shall be permitted upon any Lot or upon any of the Common Areas within the subdivision either temporarily or permanently.
- I. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

J. There shall be a minimum setback for all residential dwellings as follows:

1. There shall be a forty (40) foot setback from the front lot line to the building or any supporting structure.
2. The side lot line setback shall be fifteen (15) feet from any structure and/or wing walls.
3. The setback from the rear of the lot shall be fifteen (15) feet and in no case shall any structure be built on a utility or drainage easement.
4. Corner lot side yard setback, where one side is next to the street, shall be a minimum of forty (40) feet from the lot line abutting the street.

K. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling, and a private garage, and other buildings approved by the Association in writing, prior to any construction taking place.

L. Other than the above-mentioned single-family dwelling, no buildings other than a garage may be erected on any building plot without the prior written consent of the said Association. If a garage or outbuilding is built, either simultaneously with or subsequent to the construction of the dwelling house, the same shall be the same kind of materials as the construction of the dwelling and shall conform architecturally with the dwelling house.

M. All buildings, fences, concrete sidewalks and other improvements placed on any part of the lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Association in writing prior to construction.

N. No building or structure shall be moved onto any lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

O. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same.

P. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side lot of the lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as be provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in the front of any dwelling. Each unit owner shall be required to contract for garbage pick-up.

Q. All dwellings that are built upon any currently vacant lots, or which are rebuilt upon other lots in the future shall have at least a two-car garage and a square foot area of at least 2000 square feet, exclusive of screened areas, open porches, terraces, patios, private attached garages and servants quarters or rooms. As to Unit Four, a minimum square footage of 4000 square feet shall apply to Lots 140-143, and a minimum of 3000 square feet applies to Lot 139.

R. No individual well will be permitted on any lot within this subdivision, except for irrigation purposes as approved in writing by the Board. No septic tanks or cesspools will be permitted on any lot within this subdivision. The requirements of this paragraph will be enforced so long as the water and sewer systems presently operating within the subdivision are operating satisfactorily governmental entities having jurisdiction, and are available for use.

S. No lot shall be used as a dumping ground for rubbish. All oil tanks bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in walled-in areas so as not to be visible from the street or objectionable to any adjacent residence, and shall be kept in a clean and sanitary condition.

T. No above-the-ground swimming pools shall be installed on any of the lots in said subdivision without the written consent of the Association, and the Association shall have the absolute right to the granting of such consent, for any reason the Association may deem appropriate in an effort to maintain the subdivision as a desirable residential community.

U. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. 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, and the lot owner will be responsible for removing anything that interferes with the maintenance of such areas. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot; except for those improvements for which a public authority or utilities company is responsible.

V. No lot shall be subdivided and the boundaries of a Lot may not be changed.

W. Each owner shall cause to be constructed and installed on his lot a concrete walkway which shall abut the public right-of-way and which shall run the length thereof. Said concrete walkway shall be not more, nor any less, than four (4') feet in width the entire length of said lot along the public right-of-way and said concrete walkway shall be constructed and installed prior to the completion of any dwelling on his lot.

X Nothing shall be altered in, constructed on or removed from the Common Area, except with the written consent of the Association.

Y. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the said subdivision, as this relates to the use of the lots and/or units and the Common Areas.

SECTION 2. The following additional restrictions apply to certain Units and property within the subdivision:

A. As to the lakes in the subdivision known as Autumn Lake, Meadow Lake East and Meadow Lake West:

1. No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, adjacent to, bordering on, or over any portion on such lakes unless approved in writing by the Board prior to construction.

2. Each lot Owner whose lot adjoins or abuts such lakes shall keep his lot and the

portion of the adjoining or abutting parcel between his lot and the water's edge at the lake bank, grassed, trimmed and cut and property maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. However, except with the prior written approval of the Association, the shoreline contour of the lakes may not be changed and no lot may be increased in size by filling in the lakes and no lot may be dug out or dredged so as to cause the water of the lakes to protrude into the lot.

3. The Association shall have the sole and absolute right, but not the obligation, to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, bacteria and fungi in or on such lakes.

4. No boats, rafts or floating objects of any kind other than small row boats, small sail boats and canoes, none of which shall be motor-driven, shall be brought or operated on such lakes and no swimming shall be allowed in such lakes.

5. Except with the prior written consent of the Association, no lot Owner or resident shall place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in such lakes.

6. All other use of the lakes must otherwise comply with all governmental regulations, and with such reasonable rules and regulations as are adopted by the Board.

B. As to the property in Unit IV of the subdivision:

1. All dwelling units shall have not less than a two car garage and a concrete or asphalt driveway.

2. Each residence shall have sodded front, side and rear lawns, including easements and rights-of-way with the sodding completed to the curb and shall have substantial shrubbery plantings in front of the residence.

3. As to Lots 139, 140, 141, 142 and 143, Autumn Woods Unit IV, as recorded in Plat Book 99, Page 48, Public Records of Pinellas County, Florida, any home built on said lots shall be placed so that the front of the home, including the front entrance, faces Silver Moon Lane.

ARTICLE VII

Architectural Control

No building, fence, antenna or other structure shall be commenced, erected, installed or maintained upon the property, nor shall any exterior addition to, reconstruction of improvements, or change or alteration therein be made, including repainting (if the color differs), until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved, in writing, as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of two (2) or more representatives appointed by the Board of Directors of the Association. In the event said Board, or its designated committee, fails to approve or

disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. Guidelines and criteria to be followed by the Board and the Architectural Committee in the exercise of its duties may be adopted by the Board from time to time.

A. Appeal. If any application is disapproved by the Architectural Committee, an Owner may appeal such decision to the Board within ten (10) days from the date of receipt of the decision. The decision of the Architectural Committee will be deemed to have been received five (5) days after the date of mailing or on such earlier date as the notice of the decision is delivered to the Lot Owner.

ARTICLE VIII

Owners' Obligation to Repair and Maintain Exterior

Each Owner shall, at his sole cost and expense, repair and maintain the exterior of his unit, and all structures located thereon, keeping the same in a neat, attractive and first-class condition.

ARTICLE IX

Owners' Obligation to Rebuild and Insure

If all or any portion of a residential unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction or repair shall be undertaken as soon as reasonably possible, and in any event within six (6) months after damage occurs, and such work shall be completed within twelve (12) months after the damage occurs. The Board may provide shorter time periods for commencement of the work, based upon the specific circumstances.

A. Owners shall maintain property and casualty insurance on their property in order to cover the replacement cost of the improvements on their Lot. Proof of insurance coverage shall be provided to the Association upon request.

ARTICLE X

Parking and Vehicle Restrictions

A. No Owner or occupant shall park, store or keep any truck, commercial vehicle, camper, boat, trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any Lot unless such vehicle is parked within a garage and concealed from view at all times. More specifically, no truck, camper, boat, trailer, aircraft, or any vehicle other than a private passenger vehicle, may be parked on a driveway.

B. A pickup truck with more than a three-quarter (3/4) ton carrying capacity will not be considered to be a private passenger vehicle, and must be parked in the garage. The same requirement shall apply to commercial vehicles, which include all vehicles designed or modified for commercial use, including trucks and vans and also including vehicles with commercial lettering.

C. No Owner of a unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle on any portion of any lot or on the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

D. No Owner shall park a vehicle on his Lot in any location other than the garage or driveway. Vehicles shall not be parked in such a manner that the vehicle extends into the sidewalk or street.

E. The Board may adopt reasonable rules and regulations to further define and implement these restrictions.

ARTICLE XI

General Provisions

SECTION 1. Enforcement.

A. In addition to any other remedies provided for in the governing documents, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations 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.

B. Self-Help. The Association may remove any unauthorized alterations to the Common Area, or property left on the Common Area.

C. Towing. The Association may tow any vehicles that are parked on the Common Area within the subdivision in violation of these restrictions, and any reasonable rules adopted by the Board, after an attempt to provide reasonable notice to the owner of such vehicle.

D. Grandfathering. Any structures or uses that were in compliance with the existing restrictions at Autumn Woods prior to the adoption of these amendments, and which would now be prohibited, will be "grandfathered", and allowed to continue, provided that the Board may require registration of nonconforming uses and structures, and may prohibit continuation or replacement of the existing use or structure under such circumstances as the Board deems appropriate. Upon request by an Owner, the Board may provide written confirmation of grandfathered conditions.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

SECTION 3. Easements and Right-of-Way.

A. On-site Drainage Force Main Easement. The Association has an easement over the

following property, and shall be responsible for maintenance, up-keep, and replacement over and upon the easement, if and when required in the future, more particularly described herein, together with maintenance, upkeep, and replacement of the drainage pipes and/or lines within said easement.

ON-SITE DRAINAGE FORCE MAIN EASEMENT; A drainage easement over a portion of Lot 17 in the NW 1/4 of Section 36, Township 27 S, Range 15 E, according to the map or plat of the Tampa and Tarpon Springs Land Company's Subdivision, as recorded in Plat Book 1, Page 116, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being more particularly described as follows: COMMENCING at the SE corner of the NW 1/4 of said Section 36, N.00o55'56"W, 2655.49 feet; thence N.89o35'04"W, 15.00 feet, to the Point of Beginning; thence S.60o24'56"W, 70.00 feet; thence N.89o35'04"W, 307.46 feet; thence S.00o24'56"W, 235.00 feet; thence N.89o35'04", 62.26 feet; thence N.08o24'01"E, 10.10 feet; thence S.89o35'04"E, 309.78 feet; thence N.60o24'56"E, 50.00 feet; thence S.89o35'04"E, 30.00 feet, to the P.O.B.

B. Off-site Drainage Force Main Easement Public Right-of-Way. The Association has an easement over the following property, and shall be responsible for maintenance, up-keep, and replacement in, over and upon the easement, if and when required in the future, more particularly described herein, together with maintenance, upkeep, and replacement of the drainage pipes, and/or lines within said easement.

OFF-SITE DRAINAGE FORCE MAIN EASEMENT PUBLIC RIGHT-OF-WAY: A part of a public right-of-way of previous dedication according to the map or plat of the Tampa and Tarpon Springs Land Company's Subdivision, as recorded in Plat Book 1, Page 116 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being more particularly described as follows: The North 15.00 feet, of the East 45.00 feet, of the NW 1/4 of Section 36, Township 27S, Range 15 East AND the North 15.00 feet, of the West 1600.00 feet, of the NE 1/4 of said Section 36.

C. Drainage Pumping Site and Easement. The Association has an easement over the following property, and shall be responsible for maintenance, up-keep, and replacement in, over and upon the easement, if and when required in the future, and the pumping station site as more particularly described herein, together with maintenance, up-keep, and replacement of the pipes, lines, equipment and pumps, motors, parts, and other related mechanical items necessary to the operation thereof.

DRAINAGE PUMPING STATION SITE AND EASEMENT: A drainage easement over a portion of Lot 17 in the NW 1/4 of Section 36, Township 27 S, Range 15 E, according to the map or plat of the Tampa and Tarpon Springs Land Company's Subdivision, as recorded in Plat Book 1, Page 116 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, being more particularly described as follows: COMMENCE at the SE corner of the NW 1/4 of said Section 36; thence following the east boundary of the NW 1/4 of said Section 36, N.00o55'f56"W, 2655.49 feet; thence N89o35'04"W, 45.00 feet; thence S.60o24'56"W, 50.00 feet; thence N.89o35'04"W, 309.78 feet; thence S.00o24'56"W, 235.00 feet; thence N.89o35'04"W, 45.86 feet, to the P.O.B.; thence S.08o24'01"W, 50.00 feet; thence N.81o35'59"W, 40.00 feet; thence N.08o24'01"E, 44.39 feet; thence S.89o35'04"E, 40.39 feet, to the P.O.B.

SECTION 4: Duration. The covenants and restrictions of this Declaration shall run with the bind the land for a term of twenty-five (25) years from the date that the Declaration was recorded, and shall automatically be renewed for additional terms of ten (10) years each unless an agreement to terminate these

restrictions, signed by the owners of at least two-thirds (2/3) of the lots that are subject to these restrictions, is recorded in the Pinellas County Public Records at or prior to the time that such restrictions are to be automatically renewed.

SECTION 5: Amendments. This Declaration may be amended by a vote of at least two-third (2/3) of those Lot Owners participating in the voting at a meeting of the Association, with at least a majority of all Lots being required to participate for the voting to be valid. A copy of the proposed amendment(s), and a general or limited proxy form, will be sent to all Lot Owners at least fourteen (14) days prior to the meeting where the voting is to take place. A Certificate of Amendment confirming that the required vote was obtained must be recorded upon the public records of Pinellas County, Florida, with the formalities necessary to the recordation of a deed.

END OF DECLARATIONS