

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRY WOODS**

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LIST OF EXHIBITS

EXHIBIT "A" - DESCRIPTION OF SUBMITTED PROPERTY

This instrument creates and states in its entirety the
Declarations of Covenants, Conditions and Restrictions of COUNTRY WOODS.

ARTICLE I – NAME

Section 1.01 The name of the property is Country Woods, which is a residential property owners' development.

ARTICLE II – DEFINITIONS

Section 2.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declarations (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Architectural Control Committee" hereafter referred to as "the Committee" shall have full power to regulate all exterior changes to the Lots or Units.

(b) "Association" shall mean and refer to COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

(e) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(f) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association is designated as Tracts D and E and such other property as may be conveyed to Association.

(g) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(h) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(i) "Development" shall mean COUNTRY WOODS community, located in Pinellas County, Florida, and on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by the Declaration.

(j) "Dwelling" shall mean and refer to a single family residency located on a Lot.

(k) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto,

(l) "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A", and is designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit",

(m) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VII.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Unit which is a part of the "Land".

(o) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.

(p) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(q) "Resident" shall mean an individual that resides on a Lot or in a Unit.

(r) "Tracts" shall mean and refer to those portions of the Development designated on the Plat as Tracts D, E, or the Single Family Tract; Tracts D and E shall sometimes also be referred to as Recreation and/or Detention Area or the Common Area. The Single Family Tract is represented on the Plat as 176 single-family lots, together with appurtenant Land.

(s) "Unit" shall mean and refer to a single family residential living unit.

ARTICLE III – RESTRICTIONS

The following restrictions set forth in this Article II shall only apply to Single Family Tract, unless otherwise set forth herein.

Section 3.01 – Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Units. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodations,

Section 3.02 – Vehicular Parking and Access. No vehicle shall be parked on any part of the land, except on paved streets and paved driveways. No vehicle may park on paved streets overnight. No commercial vehicles, except those present on business, and no trailers, boats, commercial trucks, mobile homes, or motorcycles may be parked in the Development unless parked inside garages or concealed from public view. Motorized recreational vehicles cannot be parked in the Development for more than five (5) consecutive days, unless parked inside garages and concealed from public view. No Driveways shall be constructed so as to provide vehicular access to Hermosa Drive, Curlew Road, or County Road #1.

Section 3.03 – Signs. Except as otherwise permitted herein, no signs of any character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24"). Political signs may be erected 45 days before the Election Date and must be removed three (3) day after the Election is concluded. Election signs shall not exceed thirty-six inches (36") by twenty-four inches (24").

Section 3.04 – Aerials. The installation of antennas and aerials is prohibited unless explicitly allowed per FCC Rule (C47 CFR Section 1.4000) such as to receive video satellite signals (DBS), broadband radio service (MMDS), amateur radio and television broadcast stations. Any such allowed installations must have minimum visibility from any Street.

Section 3.05 – Animals. No horses, mules, ponies, donkeys, burrows, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domestic breeds of birds, dogs, cats, and fish, unless otherwise excluded herein, may be kept on a single lot for the pleasure and use of the occupants, but not for the commercial or breeding use or purpose, except that if any such permitted animals shall, in the sole and exclusive opinion of the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Unit.

Section 3.06 – Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any Land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land. No Owner shall permit any use of his Unit or make any use of the Common Area that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No bicycles, cars, trucks, vehicles, tricycles, scooters, wagons, carriages, shopping carts, chairs, tricycles, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Common Area, except in accordance with the Regulations.

Section 3.07 – Resubdividing. The Lots shall not be resubdivided, replatted or divided.

Section 3.08 – Clotheslines. There shall be no clotheslines constructed on any Lot which are visible from the street or exceed seven (7) feet in height. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls or fences if the same be visible from any street.

Section 3.09 – Lot Maintenance. The Owner of each Lot shall, at his or her own expense, keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with the preceding sentence of this Section 3.09, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such Lot, which expense shall be payable by such Owner to the Association on demand.

Section 3.10 – Regulations. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residences of the Land upon request.

Section 3.11 – Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on a Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 3.12 – Casualties. In the event a Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declarations, or in the case of the Common Area, restore the property to its original state in a manner consistent with the surrounding area.

Section 3.13 – Use of Accessory Structures. No tent, shack, garage, barn or other

out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in the subdivision; provided, however, temporary buildings, mobile home or field construction offices may be used by contractors in connection with construction work.

Section 3.14 – Windows, Doors and Screens. All windows of a said Unit that are covered on the interior shall be by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper or foil.

Section 3.15 – Refuse Collection. All trash containers, trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup until the preceding evening, and any and all containers for such trash, garbage or refuse shall be returned the evening of pickup to their normal location.

Section 3.16 – Pumping and Irrigation. The Owners of any Lot which includes or is adjacent to a pond, bayhead or other body of water shall not draw down said body of water by pumping or draining therefrom. Any wells, pumps, or motors shall not be visible from any street or from any adjacent Lot. Sprinkling apparatus, irrigation systems, or wells shall not be installed in any easement so designated in Exhibit "A", or other recorded easement or public right-of-way.

Section 3.17 – Rental Limitations. Notwithstanding any provision in this Declaration to the contrary, Owners may lease their Dwelling Units for a term of not less than one (1) Year, only if said owner has owned the Dwelling Unit for at least one (1) year and only upon prior notification to the Board in writing and provide the name of the person(s) leasing the house and the length of the lease. Owners shall not enter into any timeshare or other transaction that has the effect of a leasehold or rental transaction. The Board and/or any court construing this provision is encouraged to consider that the general intention of this Section is to limit occupancy to Owners. The Board and any court construing this Section shall disregard the form of any transaction that might evade the intention of this Section, and analyze the substance of the transaction. Owners who have undiluted fee simple interests in the Dwelling Units; and together with any family members, care giving persons and/or short term guests, are to be the sole occupants of the Dwelling Units. Notwithstanding the above, all Dwelling Units as of the recording date of these Declarations , concurrent with Pinellas County Records, are hereby

designated as "Grandfathered Units" and are exempt from this limitation until the current Owner sells, conveys or in any way transfers the Dwelling Unit. Such change in ownership of a Grandfathered Unit will automatically terminate its Grandfathered Unit status, and all successor Owners of said Dwelling Unit shall thereafter be subject to the limitations set forth above in this Section. For the purposes of this Section, a conveyance from an Owner to the Owner's Living Trust, or a similar estate planning transaction, shall not be deemed a change in ownership sufficient to terminate Grandfathered Unit status. A roster of the current Owner of each Dwelling Unit as of the recorded date of these Declarations is recorded and shall be made a part of the permanent records of the Association. The Board of Directors may enact rules and regulations to implement this Section,

ARTICLE IV – PROPERTY RIGHTS

Section 4.01 – Owner's Easements of Enjoyment. Every Owner of any part of the Land 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 every Lot:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the common areas by a Member for any period during which any assessment against his Lot or Unit remains unpaid and delinquent in excess of 90 days. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded.

Section 4.02 – Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the Members of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may

from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article VIII.

ARTICLE V TRACTS D and E - COMMON AREAS

Section 5.01 – Development. Tracts D and E shall remain available to all Owners of real property within Country Woods for recreation and storm water detention purposes. Tract D shall be improved generally in accordance with the improvements described in Exhibit “D” attached. Exact locations and dimensions of the recreational facilities to be constructed may vary from those depicted in Exhibit “D” and are subject to as-built conditions. For purposes of this paragraph, “as-built conditions” means the final form and location of the improvements at the time of their completion as necessitated by environmental and economic conditions and the location of nearby improvements.

Section 5.02 – Restriction on Use. Tracts D and E shall be used only for recreational facilities and storm water detention area so long as this Declaration of Covenants, Conditions and Restrictions is in effect and shall be maintained by the Association in a reasonable condition suitable for such use,

Section 5.03 – Binding Effect. The provisions of this Article V shall continue in full force and effect regardless of whether Tracts D and E or any part thereof is sold or conveyed to third parties and all successors in title shall be bound by the provisions of this Article.

Section 5.04 – Enforcement of this Article. Enforcement of this Article may be by actions at law or in equity against any person or persons violating or attempting to violate and covenant, either to restrain violation or to recover damages. The City of Dunedin shall be fully entitled to enforce the provisions of this Article pursuant to its beneficial interest in the restrictions. The party bringing the action or suit shall be entitled to recover, in addition to costs allowed by law, such sums as the court may adjudge to be reasonable for the services of its attorney, at trial or appellate levels.

Invalidation of any portion of this Article by a judgment of a court of competent jurisdiction shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ARTICLE VI – ARCHITECTURAL CONTROL

Section 6.01 – Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself and Architectural Control Committee (hereinafter sometimes referred to as the “Committee”). No member of the Committee shall be entitled to compensation for services performed but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Lots or Units in the manner hereinafter provided.

Section 6.02 – Committee Authority. No exterior additions or alterations, including exterior coloring, to any building in the Development, additional fences or changes in existing fences, walls, walkways and other structures shall be commenced, erected or maintained until the same is approved by the Architectural Control Committee. The committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 6.03 – Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit until the plans and specifications, showing the

nature, kind, shape, height, materials, location and color of the same shall have been submitted to, and approved by, the Committee in writing by an application to the Architectural Committee.

All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 6.04 – Procedure. As is set forth in Section 7.02, supra, the committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 6.05 – Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

The following Standards are:

1. Building materials may be Masonry (including Masonry Sideboard) or Wood.
2. Exterior color selections available for Roofs, Siding and Fences are those in current use within Country Woods in each category on the effective date of these Declarations.
3. Fences:
 - a. May not exceed six (6) feet in height and shall be constructed with the posts inside unless the fence is constructed with alternating slats
 - b. On lots which include or are adjacent to a pond, bayhead or other body of water, may not be any further than ten (10) feet from the Rear Dwelling Line.
 - c. Location – may not be installed beyond the Front Dwelling Line of the house nor can be installed beyond the Front Dwelling Line of the adjacent houses. Dwellings located on a corner lot may not install Fences beyond the Side Dwelling Line nearest the street nor beyond the Front Dwelling Line of the adjacent house
 - d. Fence Materials. Allowable fence materials include wood, vinyl, plastic resin, aluminum, wrought iron, brick and other materials in use within the subdivision on or before the date of these revised covenants. Under no circumstances shall chain link fences be allowed. Prior to installing any fence, the property Owner shall submit a complete written application to the Architectural Committee for review and approval.
4. Mailboxes - A mailbox or plate showing the number of the residence shall be placed on each Lot and, at the option of the Owner, a name plate showing the name of the Owner may also be placed on the Unit. However, the size, location, design, style and type of material for each such mailbox and plate shall be first approved by the Architectural Control Committee.
5. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property

and areas as originally constructed or with new plans and specifications approved by the Association. Prior to reconstruction, the property Owner shall submit a complete written application to the Architectural Committee for review and approval.

6. Structures.

a. Structures per lot - Only one (1) single family dwelling shall be erected, altered, placed or permitted on any Lot.

b. Front Lot Line - No structures shall be erected nearer than twenty-five (25) feet from a front lot line of an Lot; provided, however, with respect to those lots bordering Curlew Road, no structure shall be erected nearer than fifty (50) feet from the North right-of-way line of Curlew Road, as shown in the plat of Country Woods.

c. Side Lot Line - No structure shall be erected nearer than ten (10) feet from a side lot line, except where said side lot line faces a street, in which case no structure shall be erected nearer than twenty-five (25) feet from a side street lot line.

d. Rear Lot Line - No structure shall be erected nearer than twenty (20) feet from a rear lot line, provided that a swimming pool or its enclosure may be constructed to within ten (10) feet of a rear lot line.

e. Swimming Pool - A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line.

f. Structure - The term "structure" shall have the same meaning given by the Dunedin Zoning and Building Codes in effect as of the date of recording of these Restrictions.

g. Area - No structure or Dwelling shall have a square foot area of less than two thousand (2,000) square feet, exclusive of screened area, open porches, terraces, patios and garages.

h. Height - No Dwelling shall exceed twenty-five (25) feet in height.

i. Roof Pitch - The minimum roof pitch for the roof of each Dwelling shall be four (4) feet of rise for each twelve (12) feet of width of said roof, when said width is measured from front eave to back eave in a line parallel to the ground.

j. Eaves - The eaves of all roofs shall overhang the sides of each Dwelling by a minimum of one (1) foot.

k. Roofs - All roofs shall be covered with tile or shingles having a dimensional appearance (architectural grade).

l. Finish - All Dwellings shall have either a wood, brick or stone or a stucco finish. No Dwelling shall have an exposed structural block, imitation brick, or imitation stone face.

m. All Dwellings shall be constructed with concrete or masonry driveways.

n. Landscape – All Structures shall have landscaped shrubbery plantings and grass lawns.

8. Walls. With the exception of the Wall at the Country Woods entrance at Curlew Road, no Walls made of Bricks, Masonry or similar materials may be constructed within Country Woods.

9. Maximum Construction Period. Under no circumstances shall the construction, reconstruction, or modification of any Lot, Dwelling, structure or fence continue for more than one year from the date work commenced on said construction project. No structure or Dwelling shall be occupied until a certificate of occupancy has been issued.

Section 6.06 – Exculpation of the Committee. The Committee can not and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors, nor can the Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law, ordinance or land use or building regulation or any provision of this Declaration.

ARTICLE VII – MEMBERSHIP AND VOTING RIGHTS

Section 7.01 – Members. Every Owner of a Lot, Tract or Unit shall be a member of the Association as designated in Section 7.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a lot, Tract or Unit which is subject to assessment or from occupancy of a Unit.

Section 7.02 – Membership Voting Rights. Members shall be Owners of Lots in the Single Family Tract and shall be entitled to one (1) vote for each such Lot so owned.

Section 7.03 – Joint Owners. When more than one person holds an interest in any Lot or Unit, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Unit.

ARTICLE VIII – ASSESSMENTS

Section 8.01 – Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authorities; and such other need as may arise.

Section 8.02 – Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot or Unit. The Owner of a Tract, Lot or Unit owned within the Development, hereby covenants, and each Owner of any Lot, Tract or Unit by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and

agree to pay to the Association: (1) annual assessments or charges, (2) special assessment for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot or Unit which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien, upon the property against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pinellas County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot or Unit hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 8.03 – Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of all Members. Notwithstanding the foregoing, a special assessment authorized under Section 9.01 (b), Article IX, and Section 3.09, Article III hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of all Members.

Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be mailed to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 8.04 – Annual Assessments. Annual assessments shall be determined for each Lot or Unit by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. The annual assessment provided for herein shall commence at the time or closing of the purchase of each Lot, Tract or Unit with respect to said Lot,

Tract or Unit, and the first annual assessment shall be adjusted according to the number of months then remaining in that calendar year and may be required to be paid in advance at closing.

Section 8.05 - Reserves for Replacement. The Association shall establish and maintain an adequate reserve for the periodic maintenance, repair, and replacement of improvements to the Common Areas. The fund is to be maintained out of regular assessments for common expenses.

Section 8.06 - Uniform Rate of Assessment. Except as provided herein in Section 8.11, both annual and special assessments shall be fixed at a uniform rate for each Lot or Unit and may be collected on a monthly, quarterly or annual basis.

Section 8.07 - Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot or Unit at the time of the closing of the sale of each Lot or Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

Section 8.08 - Remedies of the Association for Nonpayment of Assessments. Any assessments not paid when due shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot or Unit which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot or Unit as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of

lien shall be executed by the Association or its representative and recorded in the Public Records of Pinellas County, Florida. An administrative late payment fee will be charged in an amount not to exceed the greater of \$25.00 or five (5) percent of the amount of each installment that is paid past the due date.

Section 8.09 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assigns. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 8.10 - Exempt Property. All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 8.11 - Calculation of Assessments. The Association shall establish a Basic Assessment Amount for each assessment levied. The Basic Assessment Amount as used herein means that assessment amount, whether annual or special, for which the Owner of an individual Lot in the Single Family Tract will be liable.

ARTICLE IX - MAINTENANCE OF COMMON AREAS AND LOTS

Section 9.01 - Maintenance Responsibility. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas as defined herein and all improvements thereon, and

shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. The provisions in this subparagraph shall apply only to the Single Family Tract. Each Lot Owner shall be responsible for the maintenance of his Lot, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot or Unit in a good, clean, attractive and sanitary condition, or in the even the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days written notice to the Lot Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

ARTICLE X - MISCELLANEOUS

Section 10.01 - Termination. These Covenants, Conditions and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners in accordance with Article VII, in which written agreement any of the covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 10.02 - Amendment. The Covenants, Conditions and Restrictions of this Declaration may be amended by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the members, in person or by proxy at a members' meeting where there is a quorum. A copy of the amendment shall be recorded in the Public Records of Pinellas County, Florida.

Section 10.03 - Negligence. Any Owner shall be liable for the expense or any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but

only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy of abandonment of a Unit interest or its appurtenances.

Section 10.04 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations,

(c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant hereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recovery the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 10.05 - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 10.06 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 10.07 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned officers of the Country Woods Homeowners Association of Dunedin, Inc., hereby certify that the above AMENDED AND RESTATED DECLARATION was duly adopted by the required majority of the Association and its membership.

This ____ day of _____, 20____.

COUNTRY WOODS HOMEOWNERS
ASSOCIATION OF DUNEDIN, INC.

By: _____
Patricia M. Powell, President

Attest: _____
Nancy M. Gentzow, Secretary

Sworn to and subscribed to before me
this ____ day of _____, _____.

Witness

Notary Public

EXHIBIT "A"

COUNTRY WOODS, according to plat thereof as recorded in Plat Book 92, Pages 32 through 35, inclusive, of the Public Records of Pinellas County, Florida.

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COUNTRY WOODS**

WHEREAS, Country Woods Development Company, Inc., a Florida Corporation, recorded a Declaration of Covenants, Conditions and Restrictions for Country Woods, on Nov. 12, 1985, in Deed Book 6112, Page 1566, et seq.; Pinellas County, Florida Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration has been previously amended by amendments recorded in the Pinellas County, Florida records as follows:

Recording Date	Deed Book / Page
June 20, 1989	7025 / 1375 et seq.
June 10, 2003	12809 / 1513 et seq.
February 25, 2005	14140 / 387 et seq.
March 3, 2006	14966 / 2495 et seq.
November 29, 2006	15500 / 492 et seq., and

WHEREAS, a plat entitled "COUNTRY WOODS" prepared by LLOVERAS, BAUR & STEVENS, Consulting Engineers and Surveyors dated August 6, 1985 was filed in Plat Book 92, Pages 32-35, Pinellas County, Florida Records; and

WHEREAS, Article VIII, Section 6 of the Original Amended Declaration provides for amendment of the Original Declaration by the approval of not less than sixty-six and two-thirds percent (66 2/3%) of the members, in person or by proxy at a members' meeting where there is a quorum; and

WHEREAS, at least sixty-six and two-thirds percent (66 2/3%) of the members of the votes cast at a duly called meeting desire to amend the Original Declaration and have approved this amendment; and

WHEREAS, these Amendments do not alter, modify, change or rescind any right, title, interest, or privilege held by any first Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that these Amendments do alter, modify, change, or rescind any right, title, interest, or privilege held by any first Mortgage Holder without such first Mortgage Holder's consent in writing to these Amendments, then these Amendments shall not be binding on the first Mortgage Holder so involved, unless such first Mortgage Holder consents to these Amendments; and if such consent is not forthcoming, then the provisions of the Original Declaration and Original By-Laws effective prior to these Amendments shall control with respect to the affected first Mortgage Holder;

NOW, THEREFORE, the Original Declaration and all Exhibits thereto are hereby stricken in their entirety and the following is simultaneously substituted therefor:

**CERTIFICATE OF AMENDMENT
TO DECLARATION FOR
COUNTRY WOODS HOMEOWNER ASSOCIATION OF DUNEDIN, INC.**

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2011046690 02/22/2011 at 02:26 PM
OFF REC BK: 17175 PG: 1162-1164
DocType: CONDO RECORDING: \$27.00

NOTICE IS HEREBY GIVEN that at a duly called special meeting of the membership on FEBRUARY 17, 2011, by a majority vote of the homeowners who cast their vote after the unanimous adoption of a Resolution proposing said amendment by the Board of Directors, the Declaration of the Condominium Association for **COUNTRY WOODS HOMEOWNERS ASSOCIATION** which was originally recorded in O.R. Book 16900, page 597-621, et seq, in the public records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of **COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC.** is hereby amended in accordance with Exhibit "A" attached hereto and entitled "**Schedule of Amendments to the Declaration of Covenants, Conditions and Restrictions for Country Woods.**"

IN WITNESS WHEREOF, **COUNTRY WOODS HOMEOWNER ASSOCIATION OF DUNEDIN, INC.** has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21 day of February, 2011.

COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC.

BY: *Scotty Spriggs*

AGENT

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgement, personally appeared SUNCOAST PROPERTY SERVICES, Represented agent

Scotty Spriggs respectively, of **COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC.**, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, have hereunto set my hand and official seal this 21st day of February, 2011.

Lisa Wallis

NOTARY PUBLIC

LISA M. WALLIS
Notary Public, State of Florida
My Comm. Expires Dec. 15, 2014
No. EE 48377

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY WOODS

ADDITIONS INDICATED BY UNDERLINING
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS...

Section 10.04 - Enforcement, of the Declaration is amended to read as follows:

Section 10.04 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Association, or any person or persons owning any lot:

- (a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or
- (b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations.
- (c) In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant hereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.
- (d) The Association may levy reasonable fines up to One Hundred Dollars (\$100.00) per violation against any member or any tenant, guest, or invitee for violation of the Declaration, By-Laws, or Association Rules. A fine may be levied for each day of a continuing violation with a single notice and opportunity for a hearing, except that a fine may not exceed One Thousand Dollars (\$1,000.00) in the aggregate. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The fine may not be imposed without at least fourteen (14) days notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. If the Association imposes a fine,

the Association must provide written notice of such fine by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

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