AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

AZALEA PARK NORTHWEST

THIS AMENDED AND RESTATED DECLARATION, made this 14 day of MARCH, 2018, by the Azalea Park Community Association, Inc. a corporation not for profit organized and existing under the laws of Florida hereafter referred to as "Association"

WITNESSETH:

WHEREAS, the Association is a non-profit Florida corporation and the homeowner's association created for the purpose of maintaining, preserving, managing and exercising architectural control over the lots and common property within Azalea Park Northwest, a planned community located in the unincorporated area of Manatee County, Florida, in accordance with the Declaration of Covenants, Conditions, and Restrictions for AZALEA PARK NORTHWEST dated July 28, 1986 and recorded in Official Records Book 1154, at Pages 1293 – 1347, Public Records of Manatee County, Florida, as same has been amended from time to time,. herein called the "Covenants" and its Bylaws as well as Chapter 720, Florida Statutes to promote the health, safety and welfare of the owners and residents of Azalea Park Northwest (herein "Azalea Park"). ; and

WHEREAS, the Association deems it desirable to make certain amendments to the Covenants and to restate the covenants in its entirety so that every member has a complete up to date set of the covenants as amended for the continued provision for the preservation of values and amenities in the community.

NOW, THEREFORE, the real property described in Article 2, and such additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth.

ARTICLE 1

DEFINITIONS

The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. "Architectural Review" shall mean and refer to the requirements of this Declaration that certain improvements or alterations to Lots and existing improvements be reviewed and approved, and where the context indicates, the review and approval procedures of Article 9.

1.02. "ARC" shall mean and refer to the Architectural Review Committee described in Article 9.

1.03. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

1.04. "Assessment" shall mean and refer to a charge against a particular Owner and his Lot, made by the Association in accordance with this Declaration and secured by a lien against such Lot as hereinafter provided. The following meanings shall be given to the following types of assessments:

(a) "Regular Assessment" shall mean the recurring periodic assessment for each Owner's share of the budgeted common expense.

(b) "Supplementary Assessment" shall mean assessments in addition to the Regular Assessments necessary to pay common expenses, including without limitation, amounts covering non-recurring items of common expense, or amounts necessary to supplement Regular Assessments in order to defray common expenses of the budget.

(c) "Special Assessment" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner of the Lot, to reimburse the Association for costs in bringing the Owner or his Lot into compliance with the provisions of this Declaration, the Articles, By-Laws or Association rules, or amounts advanced by the Association in accordance with this Declaration on behalf of the Owner or his Lot, or any other charge designated as a Special Assessment in this Declaration, the Articles or By-Laws.

(d) "Improvement Assessment" shall mean a charge against an Owner and his Lot representing the pro rata share of the cost to the Association for the installation or construction of any capital improvements to the Common Property, the cost of the acquisition of additional Common Property or the reconstruction of any portion or portions of the Common Property which the Association may from time to time authorize pursuant to the provisions of this Declaration.

(e) "Service Assessment" shall mean a charge against a particular Owner and his Lot for any service, material or combination thereof which may be obtained by the Association for the use and benefit of such Owner or his Lot as provided herein.

1.05. "Association" shall mean and refer to Azalea Park Community Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.06. "Azalea Park" shall mean and refer to all existing property and additions thereto, subject to this Declaration or any supplemental Declaration under the provisions of Article 2.

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

1.08. "By-Laws" shall mean and refer to the By-Laws of the Association.

1.09. "Common Expenses" shall mean and refer to the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of the Common Property, and all other areas of Azalea Park maintained by the Association.

(b) Obligations incurred by the Association in excess of revenues because assessments had not been paid.

(c) Maintenance by the Association of areas within public rights-of-way or drainage easements or ditches adjoining or running through Azalea Park as may be provided in this Declaration or as determined by the Board.

(d) Expenses of administration and management of the Association.

(e) The cost of any insurance covering the Common Property or obtained by the Association.

(f) Reasonable reserves as deemed appropriate by the Board.

(g) Taxes and other governmental assessments and charges against the Common Property paid or payable by the Association and any other taxes paid by the Association.

(h) Any amount paid by the Association for the discharge of any lien or encumbrance levied against the Common Property of portions thereof.

(i) Utility charges, including deposits, incurred in connection with the Common Property or the carrying out of other Association obligations hereunder, specifically including but not necessarily limited to electrical service charges to maintain street lights within Azalea Park.

(j) The cost of any other items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with the Common Property, this Declaration, the Articles or By-Laws, and in furtherance of the purposes of the Association of a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration.

1.10 "Common Property" shall mean and refer to all real property or interest therein, including easements, licenses and servitudes, owned by or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereon. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated Common Property. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of Azalea Park and their guests, subject to the provisions of this Declaration.

1.11 "Declaration" shall mean and refer to this document, together with all amendments and supplementary declarations. The term "Covenants" shall have the same meaning as "Declaration."

1.12 Intentionally omitted

1.13 "Lot" shall mean and refer to a discrete lot or building parcel reflected on a recorded subdivision plat of Azalea Park. "Lot" shall not include any platted land that is Common Property. Where one or more platted lots may be reconfigured pursuant hereto, the term "Lot" shall refer to the reconfigured parcel.

1.14 "Member" shall mean and refer to every person or entity who is qualified for membership pursuant to Article 3 of this Declaration.

1.15 "Owner" shall mean and refer to the single or multiple Owner of record of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. .

ARTICLE 2

THE PROPERTY

2.01 Existing Property. The existing real property which is subject to this Declaration is all property within Azalea Park Northwest, as per plat thereof recorded in Plat Book 23, Pages 24-31, of the Public Records, Manatee County, Florida.

2.02 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Upon approval in writing of the Association, pursuant to an affirmative vote of the Owners of two-thirds of all of the Lots subject to the Declaration, the Owner of other property contiguous or nearly contiguous to Azalea Park who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may record a Supplementary Declaration of Covenants with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

ARTICLE 3

MEMBERSHIP IN ASSOCIATION

3.01 Membership. The Owner of each Lot shall be a member of the Association and no one who is not an Owner of an interest in a Lot shall be a member of the Association. Each Owner accepts membership in the Association and agrees to be bound by this Declaration, the Articles and By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership or a Lot, and may not be transferred separate and apart from a transfer of ownership of the Lot. Membership automatically terminates upon the sale or transfer of an Owner's interest in a Lot, whether voluntary or involuntary. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the By-Laws or Association rules.

3.02 Voting Rights. Members shall be entitled to one vote for each Lot in which such members hold a required ownership interest; provided, however, that when there are multiple Owners of a Lot, there shall nevertheless be only one vote for each Lot, which vote shall be exercised among the Owners of said Lot as provided in the By-Laws. The Association may suspend the voting rights of a Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent as provided in Section 720.303 F.S. as same may be amended.

3.03 Election of Board of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

ARTICLE 4

COMMON PROPERTY

4.01. Description of Common Property. The Common Property shall consist of the following:

(a) Lot A of Azalea Park, containing drainage/landscape and buffer areas and a storm water retention lake, known as the "West Lake" or "Quail Lake."

(b) Lot B of Azalea Park, consisting of a swimming pool, cabana and meeting room, together with appropriate associated personal property, fencing, decking, landscaping, parking areas, a retaining wall and part of a storm water retention lake, known as the "South Lake."

(c) Lot C of Azalea Park, containing a buffer/landscape area and entry wall and related facilities.

(d) Lot D of Azalea Park, consisting of a private common area, private drainage easement and landscape/buffer area.

(e) Lot E of Azalea Park, consisting of private common areas, landscaping and buffer areas and entry wall and related facilities.

(f) Certain landscaping, entrance signs and other structures or installations located within public rights of way within Azalea Park, including but not limited to landscaping, irrigation lines and signage located in the median or center of a cul-de-sac of public streets, which shall be deemed Common Property for purposes of maintenance and replacement, subject however to the rights of governments having jurisdiction.

(g) Easements in drainage swale areas and other storm water management systems facilities, areas and installations and irrigation and utility easements located other than on Common Property and designated on the plats of Azalea Park.

(h) A non-exclusive drainage, detention and retention easement, license or servitude over and across all of part of that property described on Exhibit A.

(i) Other Common Property maybe acquired by the Association as hereafter provided.

Each of the identified areas of Common Property may also include associated lighting, electrical connections, signage, irrigation and other appropriate facilities, utilities and installations, all of which shall be deemed a part of the Common Property.

4.02. Members' Easement of Enjoyment. Every member shall have a non-exclusive easement for the use and enjoyment of the Common Property, in common with the other members, which shall be appurtenant to and to pass with the member's title to a Lot. Such rights shall, however, be subject to the provisions of the Declaration, the Articles and the By-Laws.

4.03. Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Property to the members of his family, tenants or social guests, subject to the provisions of the By-Laws and the rules and regulations adopted by the Association.

4.04. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use there, or the abandonment of his Lot.

4.05. Extent of Members' Easement. The rights and easements of enjoyment created herein shall be subject to the following:

(a) The right of the Association to limit the number of guests of members and to limit the use of the Common Property by members not in possession of a Lot, even though such member owns such interest in the Lot as may be required for membership.

(b) The right of the Association to establish reasonable rules and regulations governing the use of the Common Property.

(c) The right of the Association, pursuant to its Articles and By-Laws, to borrow money for the purposes of improving, replacing, restoring or expanding the Common Property, or adding new Common Property, and in aid thereof to mortgage the Common Property, provided that the prior affirmative vote or written approval of the Owners of not less than two-thirds of the Lots must be obtained in order to mortgage the property. Provided further that the rights of such mortgagees shall be subordinated to the rights of the members. In the event of a default upon any such mortgage on the Common Property, the lenders rights thereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment of the members, and if necessary, to open the enjoyment of the Common Property to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored.

(d) The right of the Association to suspend the right to use the recreational facilities located on the Common Property by a member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of these Covenants or the rules and regulations of the Association. Provided, however, that any suspension of such right to use the recreational facilities located on the Common Property, other than for failure to pay assessments, shall be made in accordance with the By-Laws and after notice and hearing in accordance therewith.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

(f) The right of the Association to dedicate or transfer all of any part of the Common Property to any public agency, authority or other entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Property to a special tax district, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken.

(g) The right of the Association to establish a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of

the Association, together with the right of the Association to convey, lease or otherwise transfer, all or any part of the Common Property to said district, subject to the provisions of Subsection (f) above.

(h) No member, Owner or occupant of a Lot shall have the right to use the West Lake or South Lake for swimming, boating or other recreational purposes except in accordance with uniform rules and regulations adopted by the Board, nor shall either such lake be used for private irrigation of Lots except for special circumstances approved by the Board, subject to such terms as it may prescribe. The Board shall not grant any such approval that will impair the use of the Common Property for the general benefit of Azalea Park. Nothing contained herein shall prevent the Association from using such lakes for irrigation of other Common Property.

4.06. Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of both the Association and the Director of the Manatee County Planning and Development Department, or such successor as may assume the duties of that Department.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

5.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of such ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association all Regular Assessments, Supplementary Assessments, Special Assessments, Improvement Assessments and Service Assessments made in accordance with this Declaration, the Articles and By-Laws. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon, late charges, attorney's fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, late charges, costs and attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors. The Association may record in the Public Records of Manatee County, Florida, a "Notice of Lien" setting forth the amounts claimed due the Association as to one or more Lots. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for assessments to be valid.

5.02. Purposes of Assessments. Assessments levied by the Association, shall be used for the purposes set forth in this Declaration, the Articles and By-Laws. Amounts for Common Expenses provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Azalea Park, and of maintaining the property and the Common Property, and the values thereof, all as may be authorized from time to time by the Board.

5.03. Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and By-Laws after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such cost. Written notice of the annual Regular Assessment shall be sent to every Owner. Each Owner shall thereafter pay to the Association his Regular Assessment in such installments as may be established by the Board.

5.04. Supplementary Assessments. If the Board shall determine that the Regular, and any Supplementary Assessments, for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplementary Assessment against each Owner and Lot, specifying the date or dates when due. A Supplementary Assessment may be added to and paid with installments of the Regular Assessment, or be otherwise payable as determined by the Board.

5.05. Special Assessments. Special Assessments shall be levied by the Board against a Lot to reimburse the Association for costs incurred in bringing an Owner or his Lot into compliance with this Declaration, or for any other charges designated as a Special Assessment in this Declaration, the Articles, By-Laws or Association rules.

5.06. Improvement Assessment. In addition to Regular, Supplementary and Special Assessments, the Association may levy in any calendar year an Improvement Assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property, including the fixtures and personal property related thereto. Provided, however, that all such Improvement Assessments must be approved by (a) the Owners of not less than two-thirds of the Lots; and (b) by at least a majority of the votes entitled to be cast by Regular Members. All amounts collected as Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate account to be held in trust for such purposes. Said funds shall not be comingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the members.

5.07. Service Assessments. If the Association undertakes to provide materials or services which benefit individual Lots, but which can be accepted or not by the Owner, such as cable television service, contracting in bulk for repairs, services, materials or maintenance, or other similar procedures, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a form of assessment known as a Service Assessment, against such Owner and Lot. The Owner will be deemed to have agreed to such assessment by subscribing, requesting or accepting such material or service.

5.08. Uniformity. Each lot shall bear an equal share of the Common Expense, and all Regular Supplementary and Improvement Assessments shall be uniform, each lot bearing an equal share. Regular, Supplementary and Improvement Assessments may be collected at such intervals as may be determined by the Board. Special and Service Assessments will be neither uniform in amount nor level because of their nature, but they shall be handled and processed in a uniform and non-discriminatory manner, and all Lots and Owners similarly situated shall be assessed in a uniform manner.

5.09. Certificate of Payment. The Association shall upon request furnish to any Owner a certificate signed by an officer or authorized agent of the Association setting forth whether the assessments on a specified Lot, owned by the requestor, have been paid, and the date and amount, if known, of the next assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.10. Exempt Property. The Common Property shall be exempt from all assessments created herein.

5.11. Amount of Regular Assessments. Regular Assessments shall be set by the Board with the provision that except upon vote or written assent of the Regular Members owning a majority of the Lots, the Board shall not in any fiscal year levy Regular and Supplementary Assessments for such year which are in excess of the previous fiscal year's total of Regular and Supplementary Assessments times the percentage which is greater of (a) 20%, or (b) the percentage increase as compared with the previous fiscal year of the Consumer Price Index, all items and commodities, as established by the Department of Labor, or any similar index substituted therefor, using the index for January of each year being compared. Any meeting called to approve an increase in Regular or Supplementary Assessments shall be called and noticed in accordance with the By-Laws.

5.12. Reserves. The Association may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, emergency repairs as a result of the casualty, recurring periodic maintenance or initial cost of any new service to be performed by the Association. All amounts collected as a reserve shall be held in trust for the purposes for which such funds are collected. Reserves shall be deemed a contribution to the capital account of the Association by the members.

5.13. No Offsets. All assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its responsibilities and authorities as provided in this Declaration.

5.14. Rights of Mortgages. The lien of all assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring the title to such Lot as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for assessments pertaining to such Lot becoming due within such period. Such unpaid shares of the Common Expense or assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring the title to such Lot through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve an Owner from responsibility for such unpaid assessments for the period of time he owned such Lot. Any assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein. Notwithstanding anything to the contrary contained in this Section, the liability of a first mortgagee, or its successor, or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

2. One percent (1%) of the original mortgage debt.

5.15. Budget. The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least sixty (60) days prior to the first day of the following fiscal year. If the budget adopted by the Board establishes annual assessments requiring approval of the membership as otherwise provided herein, then the members shall be notified not less than thirty (30) days prior to a meeting of the membership at which the budget will be submitted to the membership for approval.

5.16. Non-payment of Assessment and Remedies of Association. If any assessment is not paid within thirty (30) days of the due date specified by the Association when the assessment is levied, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid within such thirty (30) day period, then a late charge not to exceed the greater of $25 or 5 percent of the amount of each installment that is paid past the due date and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration such factors as the Board deems applicable in its discretion including, by way of illustration and not limitation, changes in economic indexes such as the consumer price index , the costs reasonably expected to be incurred by the Association as a result of following up such delinquency, and the effectiveness of such late charge in assuring prompt and timely payment of Assessments and if permitted by Florida law. The Association may not file or record of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the association pursuant to its governing documents has been made by the association. The written notice or demand must provide the owner with 45 days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand. The written notice or demand must be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient. The Association may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The action to foreclose the lien may not be brought until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount.

5.17. Upon the timely payment or other satisfaction of all delinquent assessments specified in a Notice of Lien and all other assessments which have become due and payable with respect to the Lot as

to which such notice was recorded, together with such interest, late charges and attorney's fees as may be applicable pursuant to this Declaration, the Association shall furnish a recordable release of such notice.

5.18. Interest and Costs. All assessments and other amounts due the Association pursuant to this Declaration shall bear interest at the highest rate permitted by law. The liens in favor of the Association shall secure the amount of the assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee at trial and any appellate level. The Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the assessment as to which they apply.

ARTICLE 6

DUTIES AND POWERS OF ASSOCIATION

6.01 General Duties and Powers of the Association. In addition to the duties and powers enumerated here in and in the Articles and By-Laws, and without limited the generality thereof, the Association shall:

(a) Enforce the provisions of this Declaration, the Articles and By-Laws by Appropriate means and carry out the obligations of the Association hereunder.

(b) Maintain, regulate and otherwise manage all of the Common Property.

(c) Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

(d) Obtain all required utility and other services for the Common Property or associated with the carrying out of the Association's responsibilities hereunder, specifically including but not limited to, the provision of electrical services to the street lighting within Azalea Park. In no event shall such street lighting be discontinued except upon the affirmative vote of the owners of not less than eighty percent (80%) of the Lots with Azalea Park.

(e) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of an protecting the interest of the Association and its members.

(f) Have the duty to maintain architectural control over the property in accordance herewith.

(g) Have the power of entry upon any Lot where necessary in connection with carrying out of Association responsibilities hereunder or the construction, maintenance or repair for the benefit of the Common Property or the Owners.

(h) Have the power to acquire additional Common Property by purchase or lease.

(i) Have the power to negotiate and contract for such materials and services for the benefit of the Owners who subscribe to or elect to accept such materials or services, with payment for

same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Service Assessment.

(j) Have the power to establish a special tax district for the performance of all or a portion of the maintenance or other functions now the responsibility of the Association.

(k) Have the power to borrow money and pledge assets of the Association as security therefor pursuant to this Declaration.

(l) Have the power to make and enforce reasonable rules and regulations governing the Common Property, which rules and regulations shall be consistent with this Declaration.

6.02 Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Declaration, the Articles or By-Laws, including any right or power reasonably implied from the existence of any right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE 7

REPAIR AND MAINTENANCE

7.01. Repair and Maintenance by the Association. The Association shall be responsible for the maintenance, repair and replacement of the following:

(a) The Common Property.

(b) Landscaped medians within any public street that runs through any part of Azalea Park, including but not limited to, irrigation systems, landscaping, and walls, fences, gates, signs and such other structures as may be located within such rights-of-way for aesthetic or decorative purposes, other than street improvements and public utilities. Likewise, such landscaped medians within any public street that is contiguous or adjacent to all or any part of Azalea Park, to the extent that same is not maintained by public authorities at an acceptable level, as determined by the Board.

(c) Public sidewalks within Azalea Park to the extent that same are not maintained to an acceptable level by public authorities.

(d) All retention lakes and ponds located within or adjacent to Azalea Park that are not dedicated to and accepted for maintenance by public authorities, and all such lakes and ponds so dedicated to the extent not maintained by public authorities to an acceptable level, as determined by the Board. Such lakes and ponds are to be maintained by the Association notwithstanding that they may be, in whole or in part, located upon or within a Lot.

(e) In conjunction with Section 7.01(d), any storm water management system within Azalea Park, and any storm water discharge facility within Azalea Park as exempted or permitted by the Florida Department of Environmental Regulation, and with respect thereto the Association may establish appropriate rules and regulations, assess the Owners hereunder for the cost thereof and contract for services to provide for the operation and maintenance of such system and facility.

(f) That part of the banks of the South Lake and West Lake that lies below the high bank line, even though same may be in whole or in part located on a Lot.

(g) That part of the banks above the waterline of any drainage property described in Section 4.01(g).

(h) Any drainage swale or ditches, whether located on a Lot, in Common Property or a right-of-way, if same is part of and contributes to the drainage of Azalea Park.

(i) Any grassed or landscaped area between sidewalks and the improved roadway known as 9th Avenue Northwest.

(j) Any signs and attendant lighting and landscaping on Common Property, in medians or on any easement granted the Association, and any street signs installed by Developer or the Association, as well as public signs to the extent not maintained by public authorities to a level deemed acceptable by the Board.

(k) Any and all underdrains surrounding lake banks forming a part of Azalea Park's storm water management system.

(l) Any part of a public street within Azalea Park improved with paver brick.

7.02. The expense of all the foregoing shall be a Common Expense. Provided, however, that if an item of maintenance, repair or replacement is the result of any intentional or negligent act of an Owner or member, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so cause, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot for reimbursement as a Special Assessment hereunder.

7.03. Repair and Maintenance by Owner. Each Owner shall be responsible for the maintenance of his Lot and all improvements thereto, including the landscaping and lawn. Each Owner shall be responsible for routine mowing and lawn care of any drainage swale located upon his Lot, notwithstanding that responsibility for maintenance of the swale as a drainage facility rests with the Association. Each owner shall maintain such Lot and improvements at his sole expense, and such maintenance shall extend to and include all structures, fixtures, equipment and appliances, each to be maintained in good condition and repair, and in an attractive condition in keeping with the standards of maintenance throughout Azalea Park. Maintenance by the Owner shall further include painting, repair and replacement and care of roofs, gutters, downspouts, exterior building surfaces, screening and caging, walks and other exterior improvements. All such maintenance and repairs shall conform to such maintenance standards as may be promulgated from time to time by the Association in accordance herewith.

7.04. Maintenance Standards. The Association may, from time to time, adopt and promulgate reasonable maintenance standards for Azalea Park, so long as such standards are not contrary to the provisions of this Declaration. Such maintenance standards shall apply both to those maintenance categories that are the responsibility of the Owner and those that are the responsibility of the Association.

7.05. Right of Association to Maintain. If an Owner has failed to maintain or repair his Lot or the improvements thereon as required by this Declaration, then after a notice herein provided the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of such maintenance or repairs shall be assessed to the particular Owner and his Lot

as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated uniform standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

(a) Upon finding by the Board of a deficiency in maintenance, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to be taken to correct the deficiency.

(b) If the Owner does not correct such deficiency within twenty (20) days of receipt of such notice, then thereafter the Board may give notice of the Board's intention that the Association perform such maintenance or repairs.

(c) Any owner aggrieved by the decision of the Association to proceed under this Section may, after receipt of notice announcing the intention of the Association to perform the maintenance or repairs, appeal same to the Architectural Review Committee, whose decision shall be final. Failure to appeal within ten (10) days of receipt of such notice of intention to proceed shall be deemed a waiver of objection and consent to the performance of such maintenance and repairs by the Association, and consent to the assessment of the cost thereof as a Special Assessment.

(d) All such maintenance or repair by the Association, other than emergency repairs, shall take place only during daylight hours on weekdays, excluding holidays.

(e) If the failure to maintain relates to routine lawn and landscaping maintenance, the notice periods under sub-section (b) and (c) shall be seven (7) days and three (3) days, respectively. If the Board once finds a deficiency in lawn and landscape maintenance, and after following the procedures of this section corrects such deficiency by entering upon and performing such maintenance, it may thereafter continue to correct the deficiency by periodic mowing and other routine lawn and landscape service until such time as the Owner notifies the Board in writing that he will as of a given date begin performing the maintenance required of him. Such ongoing maintenance shall not require the Board to give separate notice for each separate instance of lawn and landscape maintenance because of the nature of the same. Once an Owner has notified the Board of his intention to resume lawn and landscape maintenance, and has so resumed it and continued carrying out his maintenance obligations for a period of not less than thirty (30) days, then before the Board may once again proceed under this Section it shall be required to follow the notice and appeal procedures hereinabove set forth.

7.06. Failure of Association to Maintain. If the Association shall fail to maintain the Common Property, then Manatee County shall have the right to maintain same under and in accordance with the provisions of Section 205G.3 of the Manatee County Comprehensive Zoning and Land Development Code, as amended from time to time, which provisions are incorporated herein by reference. Emergency vehicles and those belonging to County Health and Pollution Control personnel and governmental or private suppliers of utilities are privileged to cross Common Property for legitimate, proper and reasonable purposes while in the pursuit of their duties.

ARTICLE 8

INSURANCE AND RECONSTRUCTION

8.01. Insurance by Association. The Association shall obtain and continue in effect as a Common Expense the following types of insurance:

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others and such other risks as shall customarily be covered with respect to similar developments and risks, which policy shall contain a "severability of interest" endorsement of the equivalent, which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other Owners.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of all improvements to the Common Property, as shall be determined annually by the Board. The Association shall likewise insure tangible personal property owned by it.

(c) Workers' compensation insurance in an amount sufficient to meet the requirements of Florida law if the Association ever has employees.

(d) Directors and Officers insurance in an amount determined by the Board.

(e) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

8.02. Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all casualty and liability insurance with respect to such Owner's Lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots in any manner.

8.03. Destruction of Improvements. In the event of a partial or total destruction of improvements to the Common Property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practice. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of any mortgagee whose interest may be protected by said policy. If the proceeds of such insurance are insufficient to repair, restore or replace such damaged improvements, the Board shall initiate an Improvement Assessment and submit same to a vote of the members in accordance with this Declaration. Any reserves for deferred maintenance of damaged or destroyed improvements may also be used in such repair, replacement or reconstruction. If an Improvement Assessment is necessary in order to enable the Association to reconstruct such improvements, and if same is not approved in accordance with this Declaration, then upon approval of the Owners of two-thirds of the Lots, the Board shall cause the Common Property to be cleared and landscaped for park purposes, and the cost thereof shall be paid for with the insurance proceeds. If any excess insurance proceeds remain, the Board may place same in a special improvement fund, or add them to the general funds of the Association, or a combination thereof.

(a) In the event any dwelling structure upon a Lot shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such Lot to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of the improvements to a Lot, the Lot Owner shall remain liable to the Association for all assessments in connection with such Lot. Such liability shall continue unabated, even though such Lot is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to liability for other assessments, such Lot may be liable for Special Assessments in connection with said Lot, including those in accordance with this Section.

(c) As soon as practical after damage or destruction, the Lot Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the Lot no later than thirty (30) days after the date upon with the casualty occurs.

(d) A Lot Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate architectural review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval and prosecute same to completion. If for any reason the Lot Owner does not notify, initiate architectural review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of his election not to rebuild.

(e) If an Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The Owner shall provide fill and install sod so that the unit shall thereupon give the appearance of a landscaped open space. Such clearing and the restoration of the Lot shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not rebuild.

(f) If an Owner fails to comply with any of the provisions of this Section, then the Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against the Lot Owner as a special assessment.

(g) Upon written application of an Owner, any of the time periods set forth in this Section maybe extended by the Board for good cause.

(h) The duties of the Association hereunder shall be performed by the Board.

ARTICLE 9

ARCHITECTURAL REVIEW

9.01. Architectural Review Committee. For the purposes of carrying out the Architectural Review process, there shall be an Architectural Review Committee (the "ARC"). The Committee shall consist of not less than three (3) nor more than seven (7) members, and shall initially consist of three (3) persons. The member of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and it the Board determines it may sit as the ARC. Members of the

ARC shall serve terms established by the Board. . The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC shall be as provided from time to time by the By-Laws.

9.02. Architectural Standards. The ARC may, from time to time, adopt and promulgate architectural standards for Azalea Park. The standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, esthetic and environmental concept and the original development of Azalea Park. All standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, technics and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

9.03. When Architectural Review Required. Architectural Review shall be required in each of the following circumstances:

(a) Whenever the Owner of a Lot proposes to construct improvements thereto.

(b) Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.

(c) Whenever any Owner or the Association proposes to maintain or repair an improvement or Lot in any manner that will result in the application or use of materials of a significantly different type, shade, color or quality than those originally used on the Lot and the improvement thereon.

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(e) Whenever an Owner proposes any significant change or addition to the landscaping of his Lot, except for plantings within a substantially enclosed courtyard area.

(f) Without limiting the generality of the foregoing, the addition of swimming pools and patios shall be subject to Architectural Review, as shall the construction of any fence, wall, tennis court, screen enclosure, water or sewer line, drain, mail box, solar energy device, decorative building, outbuilding or other installations, device, equipment or structure which will alter the appearance of the Lot or improvements located thereon when view from adjacent lots or street.

9.04. Procedure. Whenever an Owner or Partial Successor Developer proposes any improvements or alterations for which Architectural Review is required, there shall be submitted to the ARC a written application for approval and at least one complete set of plans and specifications for the proposed construction and landscaping. Such plans and specifications shall include, as appropriate, the following:

(a) A site plan for the Lot showing the location, shape and dimensions of all proposed structures, pavement and landscaping to be installed and plant material to be removed.

(b) Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.

(c) Specification of all materials to be used, including description of type, color and nature.

(d) Specification of all plant and other material proposed for landscaping irrigation plans.

(e) Samples of materials and proposed colors for external application.

(f) Such other additional and supplementary information and materials as the ARC may reasonably require.

The ARC may waive formalities in the submission process, and may waive any one of more of the above requirements if it deems the application, description, plans or specifications provide information of reasonably sufficient detail for the ARC to review. The ARC shall review and evaluate all submissions and shall, within thirty (30) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. Failure of the ARC to approve or disapprove within thirty (30) days after receipt of all such material shall be deemed approval. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARC approval shall be commenced and completed without Architectural Review and approval by the ARC, or at variance with approved plans and specifications, and the ARC does not indicate disapproval thereof for a period of sixty (60) days after completion of such improvements, then such improvements shall be deemed to have been approved by the ARC. Provided, however, that if during such period after completion that ARC does not indicate its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the ARC. Nothing shall prevent an owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the owner shall not perform any more work until the ARC has acted. The ARC shall expedite such application, but shall not have any increased obligation to approve merely because an owner has already commenced or completed improvements in violation of this Declaration.

9.05. Routing Procedures. Where the ARC has established architectural standards approving certain colors, materials, decorate or other items of routine maintenance, repair or minor improvements, a Lot Owner may comply with such standards without formal approval.

9.06. Appeal. Any person aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than ten (10) days after the date upon which the decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the ARC. Failure of the Board to act within such thirty (30) day period shall be deemed a decision and affirmation of the party appealing as to the point appealed. For the purposes of this Section, an aggrieved party may be the applicant for review or the Owners of any three (3) or more Lots..

9.07. Rules and Regulations and Fees. The ARC may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for Architectural Review.

9.08. Records. The Association, through the ARC, shall maintain records of all Architectural Review proceedings.

ARTICLE 10

USE RESTRICTIONS

The following protective restrictions, limitations, conditions and agreements are hereby imposed upon Azalea Park and shall apply to all future Owners (including Partial Successor Developers) of said lands and any part thereof.

10.01. Single Family Residences. No Lot, tract or parcel shall be used for other than single family, private residential purposes in accordance with applicable zoning and governmental land use regulations and this Declaration . No Home shall be Occupied by more than one Family. No building shall be erected, altered, placed or permitted to remain on any Lot other than one used as a single family dwelling. No building or other improvement may be erected without Architectural Review.

10.02. Prohibition Against Further Subdivision. The Lots shall not be further subdivided so as to create additional Lots, tracts or parcels for uses permitted herein, it being the intent of this Declaration that the property shall at all times be limited to that number of single family home sites shown as separate Lots on the plat or plats of Azalea Park recorded among the Public Records or Manatee County, excluding however the Common Property. Nothing contained herein shall be deemed to prevent the conveyance of portions of a private Lot to the Owner of an adjacent platted Lot to the end that platted Lot lines may be reconfigured, and upon such a conveyance the parcel so created shall be deemed a single family residential parcel and a "Lot" subject to the provisions hereof, as though same were originally platted as such; provided, however, that at no time shall the aggregate of all such conveyances as they may pertain to any platted Lot result in a revised and reconfigured tract with the land area deviating more than ten (10%) per cent from the land area of such tract as originally platted. Anything herein to the contrary notwithstanding, the Developer expressly reserves to itself, its successors or assigns the right to re-plat any Lot or Lots shown on the plat of any such subdivision in order to create a modified building Lot or Lots. Provided further that Developer may convey single family building sites with the reconfigured boundaries from those shown on a plat, and the tract as son bounded and conveyed by Developer shall be deemed a "Lot" subject to the provisions hereof as though same were originally platted as such.

10.03. Height Limitation of Buildings. No dwelling house or other building shall be more than two stories in height, nor more than 30 feet above the grade of the crown of the street upon which the Lot fronts unless approved by the ARC in writing.

10.04. Garages and Outbuildings. All garages shall be private garages with a capacity for at least two (2) and no more than three (3) automobiles.

10.05. Setbacks. No structure shall be constructed or maintained nearer than 35 feet to the front lot line (which is the line abutting a street), nor nearer than 20 feet to any rear lot line; nor nearer than 10 feet to any side lot line. (All swimming pools and cages shall comply with the rear set back requirements of this Section). Dwellings on a corner lot shall ordinarily be required to face the street having the shortest frontage abutting the Lot, except that the ARC may permit a dwelling to be constructed diagonally to the intersection or facing the street with the greater frontage if the ARC finds that the placement of such dwelling will be compatible with the development of Azalea Park. While it is intended that the setbacks provided herein shall be the ordinary setbacks observed, the ARC as part of the architectural review process increase or decrease any a specific setback where it finds that because of the location, nature and shape of the lot and design of the structure, that such alteration of setbacks is reasonable and appropriate, and will result in a lot that is developed and utilized in an appropriate manner that is not detrimental to surrounding properties.

10.06. Commercial Use. No Lot shall be used or cause to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential purpose, except as provided herein. The restrictions of this subsection shall not, however, be deemed to prohibit an Owner from maintaining a personal or professional library, from keeping personal, business, or professional records in his or her Home, or from handling personal, business, or professional telephone calls, corresponding, both written and by electronic transmission, or conducting internet or other telecommunication activities associated with such Owner's business or profession. Such uses are expressly declared customarily incident to residential use. This subsection does, however, prohibit such commercial or business activity upon a Lot, or from the Home located thereon, which would disrupt the residential ambiance of the Subdivision, or have associated with it such conduct and activity normally associated with a business or professional use. That prohibited conduct and activity includes, but is not necessarily limited to, regular or frequent traffic to and from the Lot by persons making deliveries or pickups, by employees, other business associates, customers, or clients. This provision is intended to permit the conduct of such business and professional activities from a home office as are not uncommon in residential areas, and are consistent with primary Single Family residential use, which use does not have a material effect upon the number or frequency of visitors to the Lot, create substantially more demand for parking, increase the traffic within the Subdivision, or result in a material change in the use of the Lot.

The Board may, in its discretion, authorize use of a Lot for a home occupation, incidental to the primary residential use, provided such home occupation primarily involves administrative, artistic or professional activity. Any home occupation so approved may continue without further approval unless there is a significant change in the nature or scope of the activities involved.

10.07. Signs. No sign or billboard of any kind shall be displayed to public view from any Lot or living unit, or elsewhere in Azalea Park, except as follows:

(a) Directional and informational signs associated with the Common Property or Azalea Park in general, as may be approved by the ARC.

(b) One professional sign of not more than ten (10) square feet, not being wider than four (4) feet nor higher than three (3) feet, advertising a Lot for sale of lease so long as same shall not be larger than is reasonable and customary in the area for the purpose of advertising similar property for sale or rent, and further that such sign shall be removed promptly after the sale or rental of such premises.

(c) Small address and family nameplates as may be approved by the ARC in a uniform manner.

(d) Signs of not more than twenty (20) square feet, but not wider than five (5) feet nor higher than four (4) feet, identifying the builder or contractor and lender during the period of construction.

10.08. Noxious Activities. No noxious or offensive activity shall be carried upon or within any Lot or building, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any other Owner or unreasonable interference with his enjoyment of his own Lot, home or the Common Property.

10.09 Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of permanent structures. Provided further that permitted temporary structures may not at any time be used as a residence or be permitted to remain on the Lot after completion of construction. The design and color of structures temporarily placed on a Lot by a contractor shall require prior approval by the Developer or the ARC as to aesthetics, which approval shall not be unreasonably withheld.

10.10. Recreational Vehicles. No recreational vehicles (as determined by the ARC from time to time in its sole discretion) including but not limited to any type of trailer, camper, motor home, boat, watercraft, aircraft, , canoe, kayak, scooter, carts, wagons, golf carts or motorcycles shall be permitted to remain upon a Lot unless placed and maintained within an enclosed garage or fenced area, other than for temporary parking, unless prior approval has been granted by the ARC. Temporary parking shall mean the parking of such vehicles belonging to or being used by Owners or their guests for loading and unloading purposes only and for not more than twenty four (24) hours while loading and unloading, which shall not occur more than twice per month. All parking upon a Lot shall be restricted to paved driveways. The ARC may approve special storage arrangements for such vehicles, imposing such locational, time and other conditions as it may determine.

10.11. Other Vehicles. No trucks, commercial vans, unlicensed, inoperable, damaged or vehicles in visible disrepair, tractors, lawnmowers, service vehicles or other commercial vehicles shall be permitted to remain within Azalea Park other than for temporary parking unless same are parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only and for not more than twenty four (24) hours while loading and unloading, which shall not occur more than twice per month.

The provision of this Section shall apply to trucks, and utility vehicles whether used for commercial or public purposes or not. Owners having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park it on the driveway of their Lot. No vehicles shall have any form of lettering, wording, graphics, message or advertising on it, commercial or otherwise, including in the window/glass areas of such vehicles unless approved by the ARC.

10.12. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within Azalea Park, except that dogs, cats or other household pets may be kept upon and within the Lots and living units of their Owners, provided that they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board. In particular, the Board may require the removal of any pet that makes any objectionable noise or any dog whose barking creates an unreasonable disturbance or annoyance to any Occupant of the Subdivision in a sustained, recurring or persistent manner. The Board shall determine what constitutes a household pet under this section. All animals permitted pursuant to this Section shall be kept on a leash except when they are within a fenced or other enclosed area. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other persons responsible for such pet and the Owner of the Lot on which such person resides, if such Owner is not the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets. Exposed excrement on Lots, lawns or boulevards shall be considered a nuisance and an unreasonable annoyance hereunder. Pets shall be registered, licensed and inoculated as required by law

10.13. Unsightly Items. Weeds, rubbish, debris or other unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon.. If any Owner shall fail to remove such unsightly items or objects or to clear and move his Lot, then after reasonable written notice to the Owner by the ARC, the Association or its agents may enter upon such Lot and cause such work to be performed, and the cost thereof shall be a Special Assessment against such Owner and the Lot. The Association and those acting for it shall not be responsible for any damages on account of the disposition of any accumulated materials so removed so long as the Board exercises good faith. The Association may also levy a fine for violations of this section as provide herein.

10.14. Utilities. All utility services, including but not limited to, electric, gas, telephone and cable television, shall be located beneath ground as an underground utility, and no overhead or above ground wires or cables shall be permitted upon any Lot or within Azalea Park. All garbage and trash containers, tanks of any description, containers for liquefied gas and similar tanks and containers, as well as air conditioning compressors and irrigation and other pumps shall be located either beneath ground level or within an enclosed area when viewed from the street. Enclosures may consist of solid walls, decorative walls made of shadow block or similar material or design, decorative fences, landscaping or any combination thereof. Such enclosures shall be subject to Architectural Review.

10.15. Antennae and Masts. No television, radio or other electronic antenna, mast, dish, disk or other similar device for sending or receiving television, radio or other similar signals shall be erected, constructed, placed or permitted to remain upon any Lot of upon any building constructed on such Lot unless approved by the ARC or as preempted by law. Any such antennae or other device that may be maintained in conformity with such rules or inside a dwelling shall not be permitted if it sends, contributes to or creates interference on any radio or television reception or interference with the operation of other visual or sound equipment located in any neighboring dwelling.

10.16. Miscellaneous Visual Restrictions. No clothes lines or other exterior clothes drying apparatus shall be permitted, nor shall any clothes, sheets, blankets, towels or other articles be hung over fences or otherwise exposed, except in such manner as may be approved by the ARC. Garage doors shall be kept in a closed position when not in use for ingress and egress. No outdoor burning shall be permitted. Mail boxes and supporting poles shall be of a design approved by the Developer or the ARC. All solar

heating and other alternative energy resource systems shall be so installed and maintained as to comply with Florida law. No BBQ grills, smokers, fire pits, recreational, leisure, play or sports equipment, bicycles, toys, furniture or other equipment, machinery, supplies, materials or personal property may be placed where same is visible from the street, unless approved in advance by the ARC.

10.17. Drainage. First floor levels, grading and contours of each Lot shall be such as to provide proper drainage of the Lot without adversely affecting adjacent properties. Once a proper drainage pattern is established, no filling or grading shall be done that would adversely affect such drainage pattern. All slopes and swales providing such drainage shall be maintained. Protective slopes around all buildings shall be provided on every Lot by the respective owner and side lot line swales shall be planned, maintained and preserved to prevent standing water in the rear.

10.18. Fences. No fence or wall shall be constructed or maintained that is over six (6) feet in height, except as otherwise provided. All fences, walls, hedges or other enclosures shall be constructed only of wood, PVC/vinyl, masonry, landscaping or other materials as may be approved after Architectural Review. No such fence, hedge or wall may be located except behind the rear building line of the structure upon each Lot. Fences and walls must be finished on all parts thereof visible from other Lots and the streets. Provided, however, that this provision shall not be deemed to apply to small decorative fences, walls or other screening material located along the side or front of a dwelling, which fences or walls form an integral part of the architectural design of the dwelling and are decorative in nature, and which are located within the front setback lines. In exceptional circumstances and for good cause show, the ARC may grant a variance from the provisions hereof.

10.19. Yards and Lawns. That portion of each Lot, including the unpaved portion of a street right of way adjoining such Lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. The lawn shall thereafter be maintained in good condition and replaced as may be necessary to a condition as determined by the ARC after Architectural Review. In no event shall gravel or stone yards be permitted. Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise primarily sodded yard. All driveways, walks and parking areas shall be approved by the ARC, and driveways and sidewalks shall be constructed of concrete, to their intersection with a paved street.. Driveway and walkway design, location, materials and coloring shall be subject to ARC approval after Architectural Review.

10.20. Environmental Preservation. No tree within Azalea Park of the diameter of four (4) inches or more measured at a height of four (4) feet above grade shall be removed unless the removal of same is necessary for the erection and maintenance of structures and outbuildings permitted hereby, and driveways and walkways providing access thereto, unless such tree is diseased.

10.21. Pools. No above-ground swimming pool shall be permitted at any time anywhere within Azalea Park. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved after Architectural Review. Likewise, the ARC may approve pools incorporated into improvements so approved even though such pool may be above grade. All pools shall be enclosed and otherwise constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all side by parts of the approved dwelling, fences conforming to Section 10.18, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, fencing, screening and caging shall be subject to Architectural Review.

10.22. Utility Easements. Easements for installation and maintenance of utilities (which term shall include cable television and similar communicational signal distribution facilities) and drainage facilities are reserved and established on shown on the record plats of Azalea Park. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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 the Association or a public authority or utility company is responsible. If any parcel is reconfigured in accordance herewith to provide a building site, the outside boundaries of which do not coincide with the boundary lines of the lots as shown on the plat, then the outside boundaries of such building sites shall carry such easements, provided that the establishment of such relocated easements shall not prevent the continuance of any utility installations in easements reflected upon the plat as originally recorded.

10.23. Completion of Structures. All structures and improvements approved by the ARC must be substantially completed in accordance with the approved plans and specifications within twelve (12) months after the commencement of construction, except that the Board may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction of if completion is impossible as a result of matters beyond control of the owner, such as strikes, casualty losses, national emergency of acts of god.

10.24 LEASING OF HOMES

All Leases of homes must be in writing. An Owner may lease only his entire home, and then only in accordance with this Section. The ability of an Owner to lease his home is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner, or the Owner fails or refuses to follow the required procedures stated herein.

LEASING PROCEDURES.

(a) Notice. An Owner intending to lease his home must give to the Board of Directors written notice of such intention at least fourteen (14) days prior to the starting date of the proposed Lease, together with the name and address of the proposed lessees, a copy of the fully signed lease and other information about the lessee or the Lease that the Board may reasonably require.

(b) Eviction/ Failure To Give Notice. Any Lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Owner. Any and all costs incurred by the association related to the eviction, including reasonable legal and paralegal fees, will be at the expense of the owner and shall be considered a Special Assessment against the Owner and Lot. An Owner and his Tenant agree that the Association may proceed directly against such Tenant, and that the Tenant and Owner shall be jointly and severally responsible for all of the Association's costs and expenses (including, without limitation, attorney's fees and costs of any kind, whether at trial or appellate levels or otherwise). If such costs and fees are not immediately paid by the lessee, the Owner shall pay them. Each Owner irrevocably appoints the Association as his Agent authorized to bring actions against a Tenant in

such Owner's name and at such Owner's expense, including proceedings for injunction, damages, termination, and eviction.

(c) Term of Lease. The minimum Lease term is one year, (365) consecutive days. No subleasing or assignment of Lease rights by the lessee is allowed. There may be no more than two (2) Lease terms commence in any twelve (12) month period. The extension of the term of an existing Lease with the same Tenant shall not be deemed a new Lease, but a Lease with a prior Tenant for a term commencing after the expiration of the term of the prior Lease shall be deemed a new Lease

(d) Regulation by Association. All of the provisions of the By Laws, Covenants and Rules of the Association shall be applicable and enforceable against any person occupying a home as a lessee or Guest to the same extent as against the Owner. A covenant on the part of each Occupant to abide by the Covenants, Rules and Regulations of the Association, designating the Association as the Owner's agent with the authority to terminate any Lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every Lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

LEASE POLICY

All leases shall be subject to the following requirements and restrictions:

(a) Application: An Application Form provided on the Associations website shall be completed by Owner and proposed Tenant and presented to the Board at least two (2) weeks prior to any proposed occupancy.

(b) Application Fee: An application fee in an amount determined by the Board from time to time payable to the Azalea Park Community Association must be submitted with the Application Form. The application fee is non-refundable.

(c) Instrument in Writing: All leases shall be in writing, and complete copies of all leases shall be delivered to the Board with the Application Form. Each lease shall include the name, address and telephone number of the Owner; the name, social security number, email address and telephone number of all Tenants; the date of the occupancy; and the date of the termination.

(d) Association Restrictions: The Owner is required to provide all Tenants and Occupants with access to copies of the Covenants and inform the occupants that all occupants are required to comply with all of the restrictions contained in the Covenants. Owners and Tenants should be aware that in the sole discretion of the Board, a fine or fines may be imposed upon an Owner and/or the Owner's tenants, guests or invitees, for failure of an Owner and/or Owner's tenants, guests or invitees, to comply with the covenants, restrictions, rules or regulations.

ARTICLE 11

GENERAL PROVISIONS

11.01. Enforcement. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Provided further, that with the exception of the provisions of Sections 10.01, 10.18, 10.21 and 10.22, no enforcement proceeding may be maintained by the Owners of fewer than three (3) Lots. Failure by the Association or 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.

11.02. Severability. Invalidation of any one of these Covenants, conditions or restrictions by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

11.03. Covenants. The covenants, conditions and restrictions of this Declaration shall run with the land, bind all the property and inure to the benefit of and be enforceable by the Association or any Owner as provided above, their respective personal representatives, heirs, successors and assigns, for a term of 50 years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument, signed by the Owners of the requisite majority of the Lots have been recorded at least one (1) year prior to the end of any such period agreeing to terminate these Covenants. The requisite majority at the end of the initial period shall be 75 percent. Thereafter the requisite majority shall be 65 percent. Provided, that at any time 60% of the members of the Association may amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation or the Federal Home Loan Bank Board.

11.04. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a high quality single family residential community, and for the maintenance of the Common Property and the portions of the Lots herein required to be maintained by the Association. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Declaration shall be construed under the law of Florida. Whenever the context of this Declaration, the Articles or By-Laws, require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

11.05. Amendment. This Declaration may be amended only by the affirmative written assent or of the Owners of not less than 60 percent of all the Lots covered hereby. Provided, however, that any amendment to the provisions of Article 10 shall require the written assent of the Owners of not fewer than 75 percent of such Lots.

Attorney's Fees. In the event any action is instituted to enforce or construe the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fees and the costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a special assessment with respect to the Lot involved in the action.

IN WITNESSETH WHEREOF, Developer has caused these presents to be executed in its name by an officer thereunto duly authorized this 5th day of March 2018.

Signed, sealed and delivered
in the presence of:

Print Name: STEPHEN R. DYE

Print Name: Alexandra St Paul

AZALEA PARK COMMUNITY ASSOCIATION, INC.
a Florida non-profit corporation

By: _____
Print Name: Douglas Hall
Title: President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14 day of March, 2018, by Douglas Hall, as President of AZALEA PARK COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation, personally known by me.

Notary Public STEPHEN R. DYE
My Commission Expires _____

This instrument is prepared by:
Stephen R. Dye, Esq.
Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC
1206 Manatee Avenue West
Bradenton, Florida 34205
www.dyeharrison.com
Phone: (941) 748-4411

STEPHEN R. DYE
MY COMMISSION # FF 957257
EXPIRES: March 21, 2020
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the SE corner of Section 24, Township 34 S., Range 16 East; thence N 00° 08' 04" East 696.88 feet to a concrete monument on the east line of Section 24 for a POB; thence continue N 00°08'04" East 147.73 feet, more or less, to the south line of Sunset Estates Subdivision, as per plat thereof recorded in Plat Book 22, Page 57-59 of the Public Records of Manatee County, Florida; thence N 89°43'52" West, along the south line of said Sunset Estates Subdivision, 414 feet; thence S 00°08'04" West 147.73 feet, more or less, to a concrete monument lying 414 feet west of the POB; thence East 414 feet to the POB.

Subject to the terms and conditions of Deed of record in O. R. Book 1143, Page 3911, Public Records of Manatee County, Florida.

Subject to the terms and conditions of deed of record in Official Records Book 1143, Page 3911, Public Records of Manatee County, Florida.

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