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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE ESTATES AT COBB'S LANDING

This Amended and Restated Declaration is made this 29th day of June, 2010 by The Estates at Cobb's Landing Homeowner's Association, Inc., a Florida not-for-profit corporation, hereinafter called "Association."

WHEREAS, The Declaration of Covenants and Restrictions for The Estates at Cobb's Landing (the "Declaration") was recorded in Official Records Book 5822 at Page 1386 of the Public Records of Pinellas County, Florida covering Lots 1-25 of the Estates at Cobb's Landing, Phase I according to the Plat thereof as recorded in Plat Book 88, at Pages 76, 77, and 78 of the Public Records of Pinellas County, Florida;

WHEREAS, the Declaration was amended by the Supplemental Declaration recorded in Official Records Book 6262 at Pages 25 through 27 of the Public Records of Pinellas County, Florida covering Lots 26 through 130 of the Estates at Cobb's Landing, Phase II, according to the plat thereof as recorded in Plat Book 89 at Pages 94 through 101 of the Public Records of Pinellas County, Florida;

WHEREAS, the Declaration provides in Article XII, Section 3, that the Declaration may be amended from time to time by recording among the Public Records of Pinellas County, Florida an instrument executed by the President and attested to by the Secretary of the

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Association, indicating that a Meeting called for the purpose of Amendment was held, and that a majority of the votes of all Members of the Association approved of such Amendment; and

WHEREAS, the meeting of the Members was held and the requisite number of the Members approved this Amended and Restated Declaration.

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

ARTICLE I
DEFINITIONS

Section 1. The following words shall have the following meanings:

- (a) "Articles" means the Articles of Incorporation of the Association.
- (b) "Assessment" means any Periodic Assessment, Special Assessment or other charge as described in Section 1 of Article VI.
- (c) "Assessment Period" shall mean a calendar quarter commencing the first day of July, October, January and April, respectively, of each fiscal year, unless otherwise provided by the Board of Directors.
- (d) "Association" shall mean and refer to The Estates at Cobb's Landing Homeowners' Association, Inc., whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.
- (e) "Board" means the Board of Directors of the Association.
- (f) "By-Laws" means the By-Laws of the Association.

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(g) "Common Properties" shall mean and refer to those areas of land shown on the Plat intended to be devoted to the common use and enjoyment of the owners of the Properties (and not any other property within "Cobb's Landing"), in accordance with the terms of this Declaration. Common Properties shall include the landscaped or grassed areas within the public roadways, the drainage areas, as is presently dedicated on the plat or site plan for purposes other than for fee simple ownership by the owner of a Lot. Common Properties shall include any landscaping and walls on the areas designated on the Plat as Landscape, Wall, Utility and Drainage Easements on Lots 108, 120, and 121, Parcels A, B, C as shown on the Plat of The Estates at Cobb's Landing Phase II together with any other parcels of land dedicated on said plat for purposes other than fee simple ownership by the Owner of a Lot, recorded in Plat Book 89 at Pages 94-101 of the Public Records of Pinellas County, Florida.

(h) "Community Association" means Cobb's Landing Community Association, Inc., which is responsible for carrying out the duties set out in the Declaration of Covenants and Restrictions for Cobb's Landing.

(i) "Declaration of Covenants and Restrictions for Cobb's Landing" means the Declaration of Covenants and Restrictions recorded in Official Records Book 5822 at Page 1280 of Pinellas County, Florida, as amended from time to time.

(j) "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Properties including, without limitation, an attached or detached single-family home, and attached townhouse dwelling, a villa, an attached duplex or other multiplex-dwelling, or any apartment-type unit contained in any multi-unit residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

(k) "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot.

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(l) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of a lender, or any combination of the foregoing entities.

(m) "Land Use Documents" shall mean this Declaration, the Articles, By-Laws, and the Rules.

(n) "Lot" shall mean and refer to each portion of land shown upon the Plat which has been designated by the Developer to contain a single family dwelling.

(o) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(p) "Neighborhood" means any portion of the Properties as to which a Neighborhood Declaration is recorded in the Public Records of Pinellas County, Florida. Neighborhoods shall be used, kept and maintained in accordance with the intended use thereof by the designated Neighborhood Association in the manner provided for in the Declaration of Covenants and Restrictions for Cobb's Landing and the Neighborhood Declaration for the benefit of the Neighborhood Association, the Owners and their family members, guests, invitees and lessees and their family members, guests, and invitees. The expense of operating and maintaining the Neighborhoods shall be the obligation of the Neighborhood Association Members.

(q) "Neighborhood Association" means a Florida corporation not-for-profit: (i) responsible for administering one or more condominiums which may be created in Cobb's Landing; or (ii) responsible for operating a non-condominium "Neighborhood" with non-condominium "Dwelling Units" and/or "Lots", the owners of which are members of the Neighborhood Association.

(r) "Neighborhood Declaration" means: (i) a land use document recorded in the Public Records or Pinellas County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of the Properties are members of a Neighborhood Association and whereby certain covenants and use restrictions have been impressed upon portions of that Neighborhood.

(s) "Notice" shall mean and refer to:

(i) Electronic or written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-Laws of the Association; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pinellas County; or

(iii) Notice given in any other manner provided in the By-Laws of the Association.

(t) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(u) "Plat" shall mean that plat of The Estates at Cobb's Landing Phase I recorded in Plat Book 88 at Pages 76, 77 and 78 and that plat of The Estates at Cobb's Landing, Phase II recorded in Plat Book 89 at Pages 94 through 101, both of the Public Records of Pinellas County, Florida and any supplemental plats of additional phases of The Estates at Cobb's Landing.

(v) "Properties" shall mean and refer to the property described in Section 1 of this Article II of this Declaration.

(w) "Property Units" means that number of dwelling units constructed within a Neighborhood or identified by a Neighborhood Declaration.

(x) "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under any Land Use Document.

(y) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including but not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pinellas County, Florida, and is more particularly described as Lots 1 through 25 of The Estates at Cobb's Landing, Phase I, according to the Plat thereof, as recorded in Plat Book 88 at Pages 76, 77 and 78 and Lots 26 through 130 of The Estates at Cobb's Landing, Phase II, and all other property, located within the plat of The Estates at Cobb's Landing, Phase II, excluding Parcels D and E as shown on such plat, both plats of the Public Records of Pinellas County, Florida (the "Properties").

(a) Additions by Merger. Upon a merger or consolidation of the Association with another association as provided in the Articles, its properties, rights and obligations

consolidation of the Association with another association as provided in the Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the Covenants and Restrictions established upon any other property as one scheme.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have one class of voting membership which shall be comprised of the record owners as stated in Section 1. The Member(s) shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The By-Laws may establish procedures for voting when the title to a Lot is held in the name of a partnership, a corporation, or more than one person or entity.

ARTICLE IV
COMMUNITY ASSOCIATION

Section 1. Membership. Each member of the Association shall also be a member of the Community Association and is subject to the Declaration of Covenants and Restrictions for

Cobb's Landing. The members of this Association are Members of the Community Association as described in the Declaration of Covenants and Restrictions for Cobb's Landing. The Community Association is comprised of owners of Lots, Dwelling Units and Property Units in Cobb's Landing, of which the Properties are a part.

Section 2. Neighborhood Associations. It is intended that Cobb's Landing be developed in such fashion that there will be a Neighborhood Association for many, if not all, Neighborhoods in Cobb's Landing. This Association is a Neighborhood Association. The Community Association and the various Neighborhood Associations will be responsible for maintaining the various common properties within Cobb's Landing.

Section 3. Election of Directors and Voting Membership. The President of the Association shall assume the office of the Director of the Community Association and shall act as the representative of all the Members of this Association. The method of voting on behalf of the Members of this Association is set forth in the Declaration of Covenants and Restrictions for Cobb's Landing.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 4 and the additional provisions of this Declaration, every Member, his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways and walkways on the Common Properties for the purposes of access to the Member's Lot, which right of ingress and egress shall not be subject to any fees or charges.

Section 2. Title to Common Properties. The Association shall own and maintain the Common Properties, as shown on the Plats referenced herein.

(a) Even though legal title to the Common Properties will be in the name of the Association, rights to use the Common Properties can not be conveyed without conveyance of the Lots and the Common Properties can not be conveyed by the Association.

Section 3. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Association, after fourteen (14) days written notice and the opportunity for a hearing, to impose monetary fines or suspend the enjoyment right of any Member for any period during which an assessment remains unpaid, or for any violation of this Declaration, the Association's Articles, By-Laws or published rules and regulations.

(b) the rights of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, shall be effective unless and instrument certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

(c) the right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

(d) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, including the right to assess late fees against Members as provided in Article VI, which rules and/or regulations shall apply until rescinded or modified as if originally set forth at length in this Declaration;

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(e) the right of the Association to grant to governmental agencies the right to install water, sewer and irrigation facilities within the Common Properties;

(f) the right of the Association, through the Board of Directors, to permit persons other than Members and designated persons to use certain portions of the properties and any recreational facilities that may be constructed thereon under such terms as Association may from time to time desire. The right to the use and enjoyment of the Common Properties and facilities thereon shall extend to each permitted use's immediate family who reside with the user, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations;

(g) all restrictions and rights of the Community Association contained or provided for in the Declaration of Covenants and Restrictions for Cobb's Landing; and

(h) the easements described in Sections 4, 5, and 6 of this Article V.

Section 4. Utility and Irrigation Easements. There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties and the Properties in addition to those easements already reserved.

Section 5. Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

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ARTICLE VI
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (a) Periodic Assessments or Charges; (2) Special Assessments for capital investments; and other expenditures by the Association hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose and Basis of Assessments.

(a) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to the Common Properties and related to the use and enjoyment of the Common Properties and of the Lots, including but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(b) "Periodic Assessments" shall mean all assessments for the purposes described in Section 2, except for special assessments described below.

(c) A "Special Assessment" may be levied by the Board in any Assessment Year applicable to that year only; for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members

voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

(d) Funds in excess of \$25,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of Directors of the Association or upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.

Section 3. Date of Commencement of Assessments; Due Dates; Assessment Period.

(a) Periodic Assessments shall commence as to each Lot on a date (which shall be the first day of a calendar month) fixed by the Board of Directors of the Association to be the date of commencement.

(b) The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments (periodic or special) shall be payable as determined by the Board.

Section 4. Maximum Amount of Periodic and Special Assessments.

(a) As to all Members, all Periodic and Special Assessments shall bear a uniform rate for each Lot.

(b) The Board, after fourteen (14) days notice to all Owners, may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of July

(hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment year shall be sent to every Owner subject thereto as least thirty (30) days prior the commencement of the Assessment Year.

(b) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees.

(a) If any assessment against a Lot is not paid on the date when due as established pursuant to Section 3, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations.

(b) No voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessment to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed by acceptance of the deed to have assumed and to be liable for such past-

due assessments. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(c) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted under Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Lot; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the costs of any and all attorneys fees incident to collection whether or not suit is brought including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments and a reasonable attorneys' fee to be fixed by the court together with costs incident to the action.

(d) In addition to the foregoing remedies, the Board of Directors may assess a "Late Fee" of \$25.00 or five percent (5%) of each late payment, until the entire assessment with costs and late fees are paid, of the delinquent assessment for each *Periodic or Special Assessment* which is more than ten (10) days delinquent.

Section 7. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien or such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall be liable for the assessments imposed by the Association chargeable to the former Owner of such Lot which became due and payable prior to the acquisition of title as a result of the foreclosure up to the maximum amount as allowed by law from time to time.

(b) Such sale or transfer shall not relieve such Lot from liability for any assessments becoming due, or from the lien of any such subsequent assessment. Any such

subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Lot prior to the time of the recording of such subsequent assessment lien.

Section 8. Assessments by the Community Association. This Association is responsible for collecting all assessments by the Community Association against Lot Owners along with this Association's assessments and forwarding same promptly to the Community Association. Such assessments shall not be considered part of the Association's budget and the Association shall not be entitled to sue any of such funds.

Section 9. Exempt Property. There shall be exempted from the assessments, charges and liens created herein (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use.

ARTICLE VII

DESIGN REVIEW COMMITTEE

Section 1. Design Review Board. All Lot Owners and this Association shall be bound by the decisions of the Design Review Board ("DRB") of the Community Association. At any time, the DRB may approve the establishment of a Design Review Committee ("DRC") for this Association which shall then have approval rights in accordance with the requirements of Article VI of the Declaration of Covenants and Restrictions for Cobb's Landing in lieu of the DRB. The DRC, if established, shall have authority to adopt standards and specifications in furtherance of the provisions of this Declaration.

Section 2. Members of Committee. The DRC, if and when it exists, shall consist of three (3) members. Each new member of the DRC shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the DRC at any time.

Section 3. Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder. The DRC may from time to time, by resolution unanimously adopted in writing, designate any DRC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRC; except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the DRC shall constitute an act of the DRC.

Section 4. Compensation. The members of the DRC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRC, however, shall have the power to engage the services of professionals to serve as members of the DRC for compensation for purposes of aiding the DRC in carrying out its functions.

Section 5. Non-Liability of DRC Members. Neither the DRC nor any members hereof, nor its duly authorized DRC representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely for the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Properties. The DRC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 6. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Lot, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE VIII
INSURANCE

(a) Property and casualty insurance on the Common Properties shall be maintained through the Association, in an amount equal to the maximum insurable value thereof. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, Special Assessments. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties. Periodically, at the discretion of the Board, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the Common Properties are insured for their maximum insurable value.

(b) The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association shall also purchase liability insurance covering the Association's Directors and Officers.

(c) The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the Periodic Assessments against each Lot.

ARTICLE IX
MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Preamble.

(a) The responsibility for the maintenance of the Properties is divided between the Association and the Owners. Maintenance of the Lots is the responsibility of the Owners. The maintenance of the Common Properties is the responsibility of the Association.

(b) The Board of Directors has the right to require the Members to maintain their Lots in a manner befitting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the Lot.

Section 2. Exterior Maintenance Responsibility of Owner.

(a) The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Lots. In the event any Owner has failed to maintain the exterior of his Lot in accordance with general standards of the community the, after reasonably notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each dwelling it deems necessary in its sole discretion, including but not limited to the following: painting, repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways; and other exterior improvements.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Properties, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition.

The Lots and any dwellings of other buildings or improvements thereon shall be kept in good, safe, clean, neat and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished, painted and attractive condition.

(c) Upon the failure to maintain the premises as aforesaid to the satisfaction of the Association, and upon the Association's or Owner's failure to make such improvement corrections as may be necessary within thirty (30) days after receipt of written notice by the Association, the Association may enter upon such premises and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the Association may without any prior notice directly remedy the problem.

(d) Such entry by the Association or its agents shall not be a trespass and by acceptance of a deed from a Lot or dwelling, or by the recordation of these Covenants and Restrictions, such party has expressly given the Association the continuing permission to do so, which permission may not be revoked.

Section 3. Assessment of Costs. The cost of exterior maintenance which is not performed by the Association as part of its regular maintenance responsibilities shall be assessed against the Lot upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment to which such Lot is subject under Article VI hereof, or become a Special Assessment for such expenses; and, as part of such Periodic Assessment or as a Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article VI hereof.

Section 4. Dissolution of Association. In the event of the dissolution or termination of the Association, Pinellas County shall not be obligated to carry out any of the maintenance obligations of the Association unless such obligations are undertaken by way of a resolution of the Pinellas County Commission.

Section 5. Management Services. The Association may contract for the management of all or part of the Common Properties and any other Association duties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 6. Utility Services. The Association may contract with public or private utility companies for purpose of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

Section 7. Maintenance of Four Knee Walls and Entry Signage. The four masonry walls at the subdivision entrances and related signage shall be maintained by the Association, and a perpetual easement of ingress and egress over the Lots abutting the masonry walls is hereby granted to the Association for purposes of construction and maintenance activities related to any such masonry walls.

ARTICLE X

PERMITTED AND PROHIBITED USES

Section 1. Driveways. All driveways shall be maintained in the style originally established by the Developer or original builder of the dwelling on the Lot.

Section 2. Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted in the general view and without the prior written approve of the DRB, or DRC if established.

Section 3. Trash Containers. All trash containers and contents thereof shall be stored underground or in a screened in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. For purposes or periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.

Section 4. Exterior Antennae. No exterior radio, television or other electronic device antennae shall be permitted on any lot without the prior written approval of the DRB, or DRC if established. Any satellite dish or antennae allowed by law shall be placed on the least visually obtrusive location on the Lot. The Association may require screening, painting, or alternate locations. The DRB, or the DRC if established, shall have authority to adopt additional regulations pertaining to the installation of allowable antennae and satellite dishes.

Section 5. Parking.

(a) The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots and other paved surfaces designated by the Association but not so any such motor vehicle blocks a public sidewalk.

(b) No commercial or recreational vehicles of any variety shall be parked or stored overnight on the Common Properties (except in an enclosed garage), or parked or stored for more than twenty-four (24) hours on any Lot, unless approved by the DRB, or DRC if established.

Section 6. Signs. No signs of any nature may be erected or otherwise displayed on any Lot except for small security company signs and the "FOR SALE" sign authorized by the Board of Directors. This specific sign is available from the Association or its management company. In addition, no sign of any type may be displayed on the Common Properties except for temporary notices of Association meetings and Realtor's open house signs during the actual hours of the open house, which such open houses for the Public shall always be on Sunday afternoons.

Section 7. Additional Temporary or Permanent Structures. No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns, or other out-building shall be used or erected on any Lot without prior approval of the DRB, or DRC if established.

Section 8. Livestock and Poultry; Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, or in excessive numbers, and as long as such pets are kept inside the boundaries of the pet Owner's Lot. All pets shall be on a leash when not on the Owner's property and all Owners must pick up after their pets.

Section 9. Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. No business or commercial building shall be erected on any Lot, nor shall any business be conducted on any part thereof. The use of home computers is not prohibited by this Section 9. This provision, however, shall not be deemed to prohibit the Association from acquiring any Lot within the Properties for such purpose as it may be deemed necessary or beneficial for the Members, including, but not limited to, recreational purposes. Yard or garage sales shall be prohibited with the exception of an Association-sponsored community-wide yard/garage sale, which may be held not more than two times per year.

Section 10. Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted to be placed in a dwelling on a Lot unless the consent of the DRB, or DRC if established, is obtained. No dwelling on a Lot shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the DRB, or DRC if established, for energy conservation purposes.

Section 11. Exterior Alterations. No structural changes, exterior color changes, or alterations shall be made or added to any dwelling on a Lot without approval of the DRB, or DRC if established.

Section 12. Destruction of a Dwelling. In the event that any dwelling on a Lot is destroyed by or removed for any cause whatsoever, any replacement must be with a dwelling of a similar size and type. The plans and specifications for any new dwelling must be approved, in writing, by the DRB, or DRC if established.

Section 13. Fencing. No fences or any similar type of enclosures may be erected on any Lot without the approval of the DRB, or DRC if established. No chain link fence shall be permitted on any Lot or portion thereof, except for temporary construction purposes.

Section 14. Additional Rules and Regulations. The Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Article X.

Section 15. Variances. The DRB or DRC if established may grant variances to Use Restrictions 1 through 13, 17 through 20, in accordance with Article VI.

Section 16. Right to Abate Violations. The Association, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as an Assessment.

Section 17. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the DRB or DRC if established which include, but are not limited to, the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction;

(b) Pool screening may not be visible from the street in front of the dwelling on a Lot. All screening material shall be of a color in harmony with the exterior of the dwelling. No raw aluminum color screen will be allowed.

Section 18. Tennis Court. No tennis court shall be constructed on a Lot or portion thereof.

Section 19. Mailboxes. The Association has specified the style and material of all mailboxes for dwellings on the Lots. Any replacements shall be of the same style and material of the originally approved mailbox, or as revised from time to time by the Association.

Section 20. Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the DRB or DRC if established.

Section 21. Required Setbacks. Every dwelling constructed on a Lot shall comply in all ways with the Code of Ordinances of Pinellas County, Florida, as amended. No building, roof or wall on any Lot shall be closer to the boundaries of the Lot (whether on the ground or in a vertical plane with the ground) than the set back lines established by the Code of Ordinances as minimum setback requirements for front, side and rear yards. Requirements for roof overhangs and lanais shall be set by resolution of the DRB or DRC, if established.

ARTICLE XI

ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 2. Enforcement – General. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles or Rules and Regulations of the Association shall provide the Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expense incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of Assessments, including to not limited to a foreclosure proceeding.

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.

Section 3. Monetary Fines for Noncompliance. In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Monetary Fine upon an Owner for failure of the Owner, his family guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. The Notice shall include the date and time of a Committee Meeting, not less than 14 days after the Notice, at which the Owner shall have the right to present testimony as to why the Fine should not be imposed.

(b) Committee. The Committee shall be composed of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association.

(c) Hearing. The noncompliance shall be presented to the Committee at the meeting described in the Notice. At such meeting a hearing shall be conducted to obtain testimony as to the levying of a Fine in the event that it is determined that a violation has in fact occurred. A written decision of the Committee shall be submitted to the Owner by the Board of Directors not later than twenty-one (21) days after the hearing.

(d) Amount of Fine. The Board of Directors may impose the following Special Assessments against the Owner of the Lot in the event a violation is found:

(i) First Noncompliance for Violation. A Fine in an amount not in excess of \$100.00.

(ii) Continuing Noncompliance on a daily basis of up to \$100.00 per day; not in excess of \$1,000.00 in the aggregate.

(e) Due Date of Fine. A Fine as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Subsection 3(c) above.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County. No such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Severability. Invalidation of any one or these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Pinellas County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a Meeting called for

purposes of Amendment was held, and that a majority of the votes of all Members of the Association approved of such Amendment.

Section 4. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been signed by the Association, the day and year first above set forth.

WITNESSES:

[Signature]
Witness Signature
Robert Schmeel
Witness Printed Name
[Signature]
Witness Signature
ALAN FELDSHUE
Witness Printed Name

THE ESTATES AT COBB'S LANDING
HOMEOWNER'S ASSOCIATION, INC., a
Florida not-for-profit Corporation

By: [Signature]
JACK J. HOUK President

Attest: [Signature]
ANN FELDSHUE, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify that on this day personally appeared before me JACK HOUK and Ann Feldshue, President and Secretary respectively, of THE ESTATES AT COBB'S LANDING HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that the same was executed for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of September, 2010.

My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
Lydia-Anita Sandora
Commission # DD906223
Expires: JULY 31, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
NOTARY PUBLIC
State of Florida at Large

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