

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. The Community Association is granted certain enforcement rights pursuant to the Declaration of Covenants and Restrictions for Bentley Park in the event the Owner and the Association do not carry out their respective maintenance responsibilities.

(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 objectional 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; except that the Association shall mow the frontyards of all Lots and the backyard of each Lot where the Lot is unimpeded by fences or landscaping. In the event any Owner has failed to maintain the exterior of his Lot in accordance with general standards of the community or any Owner has failed to paint or repair the exterior of the dwelling on the Owner's Lot within the time span or within the color schemes set out in the Association's rules and regulations and/or architectural criteria and standards then, after reasonable 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 or 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 Developer or 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 Developer or the Association, the Developer or 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 Developer or the Association may without any prior notice directly remedy the problem.

(d) Such entry by the Developer or 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 Developer and 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 V hereof, or become a Special Assessment for such expenses; and, as a 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 V 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 purposes 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.

#### ARTICLE IX

##### 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 approval 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 of 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).

##### Section 5. Parking.

(a) The parking and storage of automobiles 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). By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans (other than small passenger vans).

(c) The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Board of Directors pertaining to parking by authorizing and directing, or contracting with a duly licensed towing company for, the towing of vehicles which are in violation of the parking regulations.

Section 6. Signs. No sign of any nature whatsoever shall be erected or displayed upon any Lot except where express prior written approval of the size, shape, content and location thereof has been obtained from the DRB (or DRC, if established), which approval may be arbitrarily withheld, except that withholding of consent by the DRB (or DRC, if established), for advertising and promotion of the Properties shall not be arbitrary or unreasonable.

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, birds and fish may be kept, provided that they are 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. Animals shall be prohibited from the Common Properties.

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.

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. Swimming Pools; Spas. No swimming pools shall be constructed on any Lot or portion thereof. No spa or jacuzzi facility shall be constructed on any Lot or portion thereof without the prior written approval of the DRB (or DRC, if established).

Section 15. Tennis Court. No tennis court shall be constructed on any Lot or portion thereof.

Section 16. Mailboxes. The Developer 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.

Section 17. Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the DRB (or DRC, if established).

Section 18. Additional Rules and Regulations. The Developer, until Turnover, and thereafter 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 IX.



Section 19. Variances. The DRB (or DRC, if established) may grant variances to Use Restrictions 1 through 17, in accordance with Article VI.

Section 20. Right to Abate Violations. The Association or the Developer, prior to Turnover, and the Association thereafter, 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 a Special Assessment.

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).

Section 22. Exemption for Developer. The Developer, provided that it owns any Lot in the Properties or in the event that the Developer is doing construction work within the Properties, shall be exempt from the provisions of this Article IX and Article VIII, Sections 2 and 4.

#### ARTICLE X

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to

the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrator. Arbitrator procedures shall be in accordance with the Rules of the American Arbitration Association, where such rules are appropriate.

#### 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 expenses 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 a Periodic Assessment, including but not limited to a foreclosure proceeding.