

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BAYPORT WEST, PHASE I

PREAMBLE TO AMENDED AND RESTATED DECLARATION

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bayport West, Phase I, amends and restates the original Declaration, which was recorded on July 17, 1984, in Official Records Book 4376, Page 1516, of the Official Records of Hillsborough County, Florida. This Amended and Restated Declaration incorporates by reference each of the documents preserved in the Notice and Claim Pursuant to §§ 712.05 and 712.06, Florida Statutes, recorded on November 20, 2013, in Official Records Book 22271, Page 355, of the Official Records of Hillsborough County, Florida. The Amendments to the original Declaration incorporated herein were all previously approved and recorded in the Official Records of Hillsborough County, Florida as follows:

1. February 6, 1989, in Official Records Book 5613, Pages 921–22;
2. July 22, 2006, in Official Records Book 16739, Pages 60–145; and
3. May 14, 2007, in Official Records Book 17755, Pages 504–05.

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bayport West, Phase I, has been prepared and is recorded solely for the purpose of incorporating the numerous amendments to the original Declaration that have been recorded, beginning in 1989. This Amended and Restated Declaration makes no changes to the Declaration except as is specifically set forth in the seven amendments referenced above. Said amendments are incorporated into this Amended and Restated Declaration in order to clarify the Covenants, Conditions, and Restrictions for Bayport West, Phase I, and in order to eliminate any confusion or ambiguity regarding the Covenants, Conditions, and Restrictions for Bayport West, Phase I.

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This Declaration, made on the date hereinafter set forth by General Homes-Florida, Inc. a Delaware Corporation, hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as BAYPORT WEST, PHASE I, a Subdivision in Hillsborough County, Florida described as follows:

All property located in Bayport West, Phase I, Subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 56, Page 19 in the Public Records of Hillsborough County.

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against Bayport West, Phase I, in order to establish a uniform plan for the development, improvement and sale of such Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots in said Subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the above described land in Bayport West, Phase I, Subdivision and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which reservations, easements, restrictions, covenants and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

Section 1. “Architectural Control Committee” shall mean and refer to Bayport West, Phase I, Architectural Control Committee provided for in Article IV hereof.

Section 2. “Association” shall mean and refer to BAYPORT WEST HOMEOWNERS’ ASSOCIATION, INC., a Florida Not-for-Profit Corporation, its successors and assigns.

Section 3. “Declarant” shall mean and refer to General Homes-Florida, Inc., a Delaware Corporation, and its successors and assigns, if such successors and assigns are so designated in writing by Declarant as the successors and assigns of all of Declarant’s rights hereunder.

Section 4. “Lot” or “Lots” shall mean and refer to any portion of the Subdivision as described above and all plats or lots annexed pursuant to Section 7 of Article VI hereof.

Section 5. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 6. “Subdivision” shall mean and refer to that certain real property hereinbefore described, subject to the reservations, easements, restrictions, covenants and conditions set forth herein and in the Subdivision plats, and any additional properties which may hereafter be made subject of this Declaration pursuant to the provisions set forth herein and hereafter brought within the jurisdiction of the Association.

ARTICLE II
Reservations, Exceptions, and Dedications

Section 1. Recorded Subdivision plats of the Subdivision. The recorded Subdivision plats of the Subdivision, subject to the limitations as set forth therein, the streets and easements shown

thereon, and all dedications, limitations, restrictions and reservations shown on the recorded plats or replats of the Subdivision are incorporated herein and made part of a hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Subdivision or any Lot or part thereof, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for public use the easements and rights-of-way as shown on the recorded Subdivision plats of the Subdivision for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility improvements Declarant sees fit to install in, across, or under the Subdivision. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements, but such changes and additions must be approved by the Federal Housing Administration ("FHA") or Veterans Administration ("VA"). Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees, or flowers, or any other property of the Owner of the land subject to said easements.

Section 3. Title subject to easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Subdivision by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm sewer, electric lighting, electric power, telephone, telegraph, or other utility purposes. The Owners of the respective Lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance, and enjoyment of his Lot.

ARTICLE III Use Restrictions

Section 1. Single Family Side Yard Concept Option. No building shall be erected, altered, or permitted to remain on any Lot other than one detached Single Family Side Yard Concept Option dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a Lot shall have an attached or detached garage or carport for one (1) or more cars, but not more than three (3) cars, provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments or for apartment houses; and no Lot shall be used for business or professional purposes of any kind nor for any commercial or manufacturing purposes. No building of any kind shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee.

Section 2. Minimum square footage within improvements. Each dwelling in the Subdivision shall have a minimum of 900 square feet, exclusive of open porches and garages, terraces, patios (and similar improvements) and parking spaces.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed in accordance with plans and specifications approved by Hillsborough County along the fronts of all Lots and along the entire street sides of all corner Lots. Sidewalks along each Lot shall be constructed and completed before the main dwelling thereon is occupied.

Section 4. Location of improvements upon the Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plats or replats. The dwelling shall not be located nearer than three (3) feet from either side Lot line, except that on any corner Lot no structure shall be erected nearer than twenty (20) feet from the side Lot line abutting a street, and no structure shall be nearer than three (3) feet from the other side Lot line of such corner Lot. Each dwelling shall be constructed so as to provide that a minimum of fifty percent (50%) of the linear distance of one (1) wall of the dwelling shall be constructed parallel to and at least three (3) feet from a side Lot line (hereinafter called the Side Yard Wall). The three (3) foot in width or greater width bounded by this Side Lot Line and the Side Yard Wall and running the depth of the Lot shall hereinafter be referred to as and hereinbelow be defined as "Maintenance Easement." Provided, however, that an open court or patio may be built to the dwelling and adjacent, abutting, and within the aforementioned Maintenance Easement, but said open court or patio must be enclosed by a masonry or wood wall having a minimum height of six (6) feet. This wall must, as in the case of the Side Yard Wall, be constructed in such manner as to complement the dwelling. The Side Yard Wall shall have no exterior objects or appurtenances, including but not limited to, vents, plumbing cleanouts, or windows, of any kind, unless such Side Yard Wall is on the street side of a corner Lot. If it is on the street side of a corner Lot, customary openings may be constructed on such dwelling abutting the street side Lot line. There must be a minimum distance of six (6) feet between the Side Yard Wall and the dwelling situated on the adjoining Lot. No dwelling or portion thereof shall be located on any Lot within recorded easement.

Section 5. Composite building site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or divide such Lots or portions thereof into one or more building sites with the privilege or placing or constructing improvements on such resulting sites, in which case the distance required as a side building setback line shall be measured from the resulting side building site lines rather than from the Lot lines as indicated on the recorded plats. Any such resulting building site must have a frontage at the building setback line of not less than fifty (50) feet.

Section 6. Prohibition of offensive activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be, or may become, an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell dwellings in the Subdivision and the lighting effects utilized to display the model dwellings.

Section 7. Use of temporary structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, other outbuilding or otherwise shall be maintained or used on any Lot at any time as a dwelling or for any other purpose; provided, however, that Declarant reserves the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing dwellings, and constructing other improvements in the Subdivision. Such facilities may include, but are not necessarily limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

Section 8. Storage of automobiles, boats, trailers, recreational vehicles and other vehicles. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or in the street adjacent to any Lot, easement, or right-of-way unless such vehicle does not exceed either six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length and is concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans (the term "passenger vans" specifically excludes motor homes and recreation vehicles), motorcycles, pick-up trucks, or pick-up trucks with attached-bed campers, that are in operating condition, having current license plates, and are in daily use as motor vehicles on the streets and highways of the State of Florida and which do not exceed either six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or in the street adjacent to such Lot, easement or right-of-way, unless such object is concealed from public view inside a garage or other approved enclosure. The phrase "approved enclosure" as used in this paragraph shall mean any fence, structure, or other improvement approved by the Architectural Control Committee. If a complaint is received about a violation of any part of this Section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a dwelling or dwellings in the immediate vicinity.

Section 9. Mineral operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be erected, maintained, or permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 10. Animal husbandry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they are not raised, bred, or kept for commercial purposes. No more than two (2) of each specie of pet will be permitted on each Lot. If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from a Lot, a pet must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

Section 11. Walls, fences, and hedges. No hedge in excess of five (5) feet in height, and no walls or fences of any height shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the dwelling on such Lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet in height with the exception of privacy walls constructed by the Declarant which may be up to twelve (12) feet in height. All fences or walls must be constructed of ornamental iron, wood, vinyl-clad (tan colored), or masonry at least six (6) feet in height, and no chain link fences shall be placed on any Lot without the express prior approval in writing of the Architectural Control Committee, except to enclose a swimming pool, and provided such chain link fence is not visible from any street.

Section 12. Visual obstruction at the intersections of public streets. No object or thing shall be placed, planted, or permitted to remain on any corner Lot which object or thing obstructs one's line of sight at elevations between two (2) feet and eight (8) feet above the roadways and within twenty-five (25) feet of any right-of-way intersection.

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, shall edge curbs that run along the Lot lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements incident to construction of improvements thereon as herein permitted. All fences and walls which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, or occupant thereof, who shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in closed sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids attached. Containers for the storage of trash, garbage, and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article III and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the dwellings, the fence and any other improvement located thereon. To the extent necessary to prevent rat or other infestation, diminish fire hazards, and accomplish any of the above-needed repairs, maintenance, and/or

restoration, the Association shall have the right, through its agents and employees, to enter any dwelling or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash, and rubbish, or do any other thing necessary to secure compliance with this Declaration. The Association may render a statement of charges to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Florida, shall become a part of the assessment payable by said Owners, and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort, except for reckless or willful misconduct, in connection with the performance of the exterior maintenance and other work authorized herein.

In addition, the Association, its agents and employees, shall have the sole and exclusive right and responsibility to maintain, alter, or replace the wall running along the entire exterior boundary of the Subdivision (the "Outer Wall") even though such Outer Wall is owned by each respective Lot Owner upon whose Lot the Outer Wall is located. No Lot Owner may in any way alter this Outer Wall. The Association shall have the right to use the Hillsborough County right-of-way easement bordering the Outer Wall or bordering any Lot on which the Outer Wall is located, as well as the right to enter onto any Lot, to so maintain, alter or replace said Outer Wall.

Section 14. Signs, advertisements, billboards. Except for signs owned by Declarant or by builders advertising their model dwellings during the period of original construction and dwelling sales, no sign, poster, advertisement, or billboard or advertising structures of any kinds other than a normal "For Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot in said Subdivision. Declarant, or its assigns, will have the right to remove any sign, poster, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other tort, except for reckless or willful misconduct, in connection therewith or arising out of such removal.

Section 15. Maximum height of antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the dwelling on said Lot, nor be located behind the back building line of said Lot. No antenna or wires shall be visible from the street which runs in front of said Lot. No satellite receiving dish shall be higher than 4 feet above the ground at any time. No satellite receiving dish shall be constructed on any Lot unless such dish shall be enclosed by evergreen landscaping so that the dish will not be visible from any street or any other Lot.

Section 16. Maintenance of building exterior. A Lot Owner, upon twenty-four (24) hours notice to the adjacent Lot Owner, shall have the right of entry into the Maintenance Easement area owned by the Lot Owner between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday for the sole purposes of maintenance, painting, repairing, and rebuilding of the Side Yard Wall or foundation and fencing which is situated adjacent to and abutting the Maintenance Easement.

The Lot Owner must replace any fencing, landscaping or other items in the Maintenance Easement or the adjacent Lot that he may disturb during such construction, maintenance, or repair.

This Maintenance Easement, when used by the Lot Owner for such construction, repair, or maintenance, must be left clean and unobstructed, unless the Maintenance Easement is actively being utilized, and any items removed must be replaced.

The Side Yard Wall shall not be used as a playing surface for any sport. In addition, no structure shall be constructed or placed in the Maintenance Easement, except the roof overhang and guttering, and a fence by the Owner of the adjacent Lot which allows drainage; however, access to the Maintenance Easement must be preserved for the Lot Owner.

Both the Lot owner and the adjacent Lot Owner shall have the right of surface drainage over, along, and upon the Maintenance Easement. Neither Owner shall use the Maintenance Easement in such a manner as will interfere with such drainage.

Section 17. General rules of law to apply. The following terms and conditions with respect to the Maintenance Easement are hereby declared and established by said Lot Owner and the Owner of the adjacent Lot, which terms and conditions shall be covenants running with the land and shall bind such Owners and all of their respective heirs, successors, and assigns forever:

The Maintenance Easement may be used by either Owner for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or from the Maintenance Easement. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise, to protect an adjoining Owner's Lot and the Maintenance Easement from water running off of such Owner's roof onto an adjoining Owner's Lot or onto the Maintenance Easement, but no Owner shall have liability or otherwise be responsible to any other Owner for any loss, expense or damage resulting from such roof run-off.

The Owner of the adjacent Lot, except as otherwise provided in this Section, shall have the exclusive use of the surface of the Maintenance Easement for the purposes of maintaining the lawn or other landscaping located within such Maintenance Easement, which maintenance shall be the obligation of such adjacent Lot Owner, and for all uses and enjoyments except as expressly limited or prohibited by the rules in this Section 17 and other provisions of this Declaration.

The Owner of the adjacent Lot shall indemnify and hold harmless the Lot Owner against any and all claims, demands, actions and causes of action of any nature arising out of the general use of the Maintenance Easement by the Owner of the adjacent Lot, his family, his licensees or invitees.

It is recognized by Declarant that the Side Yard Lot Line Concept is best suited for regularly shaped adjoining Lots and that if such option is exercised on adjoining irregularly shaped Lots, such as those common to Lots location on either a cul-de-sac or Lots on a curved street, that

a strict adherence to the above terms may result in a disproportionate and inconvenient location of the Maintenance Easement.

Accordingly, Declarant hereby reserves and retains the right unto itself, its successors, and those who purchase Lots directly from it, to vary the Maintenance Easement on Lots in the Subdivision which are irregularly shaped and upon which the Side Yard Lot Line Concept is exercised. The variance, if any, will be accomplished in the conveyance from either the Declarant or its successors or those who purchase Lots directly from it so as to identify clearly of record the variance involved. All Owners of such Lots will be requested to join in and consent to any such variance.

An “irregularly shaped” Lot, as used herein, means a Lot where the front and back Lot lines are not of equal length or the side Lot lines are not of equal length.

Section 18. Private utility lines. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a government entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee.

ARTICLE IV Architectural Control Committee

Section 1. Approval of building plans. No building, fence, wall or structure shall be commenced, erected, placed, or altered on any Lot, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications and a site plan describing the nature, kind, shape, height, and materials thereof, and showing the location of the same, have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Architectural Control Committee. A copy of the plans and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and site plans, together with such other documents as it deems appropriate, in such form and detail as it may determine in its sole discretion. The Architectural Control Committee shall have full, complete, and sole authority to approve construction of any improvements on any Lot, and its judgment shall be final and conclusive. The Architectural Control Committee shall also have full, complete, and sole authority to approve exterior color alterations of all existing or proposed structures in the Subdivision, and its judgment shall be final and conclusive.

Section 2. Committee membership. The Architectural Control Committee membership shall be initially composed of T.J. Dodson, David J. Evans, and Debra S. Lubrano, who by majority vote may designate a representative to act for them. The address of the Committee is 2502 Rocky Point Drive, Suite 900, Tampa, Florida 33607. At any time prior to transfer of the powers and duties of said Committee to the Association, the then record Owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the Committee

or to withdraw from the Committee or restore to it any of its powers and duties. However, at such time as all of the Lots in the Subdivision have been sold by Declarant, the powers and duties of the Architectural Control Committee shall immediately vest in and be assigned to the Association; as will consideration of any matters pending before the Committee at that time, and the Architectural Control Committee, as established and maintained under the provisions of the preceding paragraph of this Section, shall thereafter exist only as a Committee of and within the Association under the control of the Association's Board of Directors.

Section 3. Replacement. In the event of death or resignation of any member or members of said Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and site plans submitted or to designate a representative with like authority.

Section 4. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative, whether or not such duties and powers have been transferred to the Association as above provided, shall cease on and after ten (10) years from the date of this instrument. Thereafter, all power and duties of the Committee shall cease and terminate; provided, however, that any time after January 1, 1994, whether or not the term of the Architectural Control Committee specified above shall have expired, by a two-thirds (2/3) vote of the members present and voting, the Board of Directors of the Association may assume or retain the duties and powers of the Architectural Control Committee, and thereafter the Board of Directors of the Association shall have all of the powers and duties provided herein for the Architectural Control Committee.

Section 6. Variances. Article III of this Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of particular restrictive covenants of this Declaration. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written requests for a description of the variances requested, plans and specifications, site plans, and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for variance. If the Architectural Control Committee shall approve such request for a variance, the Committee may evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the Lot(s) relative to which such variance has been requested, and describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved, or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the powers and duties contained in

Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee, or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the powers and duties thereof shall not then be functioning, or the terms of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the ways provided herein, the Board of Directors of the Association.

ARTICLE V
Bayport West Homeowners' Association

Section 1. Membership and voting rights. Every Owner of a Lot subject to a maintenance charge assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be the Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1994.

The Class A and Class B members shall have no rights as such to vote as a class, except as may be required by the Florida Not-For-Profit Corporation Act, and both classes shall vote together on all matters as one group.

Section 3. Not-for-Profit Corporation. The Association shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said Association.

Section 4. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the Association; provided, however, that said rules and bylaws are not in conflict with the terms and provisions hereof.

Section 5. Inspection of records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VI Maintenance Assessments

Section 1. Creation of the lien and personal obligation of assessments. Each Lot in the Subdivision is hereby subjected to an annual maintenance charge, and the Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by said successor.

Section 2. Purpose of assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision. The responsibilities of the Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and other public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, liens, covenants, restrictions, and conditions affecting the Properties; payment of all reasonable and necessary expenses in connection with the collection and administration of assessments and any other maintenance charge; employing policemen and watchmen; if desired, caring for vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to keep the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Rate of assessment. The maintenance charge on Class B Lots shall be a minimum of 50% of the assessment for Class A Lots per month and shall begin to accrue on a monthly basis on each such Lot on the date that this Declaration is recorded. The entire accrued charge (of said rate stated above per month) on each Lot shall become due and payable on the date such Lot converts from Class B to a Class A Lot by reason of the Owner's purchase of a dwelling

thereon. For the first year or any fraction thereof of ownership by an Owner, the assessment shall be the number of months the Lot has been occupied by an Owner times the monthly assessment rate, payable on January 1 for the preceding first year or fraction of the first year. After the first year, the maintenance charge will be collected annually in the amount of the annual assessment, payable on each January 1 for the preceding year. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors of the Association as the needs of the Subdivision may, in the judgment of the Board of Directors of the Association require; because its purpose may significantly benefit only a portion of the membership, a special assessment may be established by the membership, said special assessment shall be born in equal or pro rata shares by only those affected by the purpose of the assessment, provided 2/3 of those members affected ratify such assessment. The Board will determine the payment schedule and terms of the assessment and in no event will such assessment or charge exceed \$5 per Lot per month, or \$60 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as the annual charges above described whenever the members so vote.

The Board of Directors will annually determine the cost to the Association to maintain the ponds and the drainage easements from the normal water line down and shall allocate such cost to all Lots, without regard to Class A or B Lots, so that the "pond maintenance assessment" on those Lots with the property below the normal water line shall be double the "pond maintenance assessment" on those Lots that do not have property below the normal water line. The "pond maintenance assessment" is in addition to all other maintenance charges covered by the "annual assessment" and any other "special assessments," and it shall be collected for the upcoming year.

Section 4. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$5 per Lot, per month. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the Association membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 5. Effect of nonpayment of assessments. Any assessment not paid within thirty (30) days after the due date shall be interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against his Lot. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any facilities or services provided by the Association or by abandonment of his Lot.

Section 6. Subordination of the lien to mortgages. To secure the payment of any maintenance fund and all annual special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a lien for the benefit of the

Association, said lien to be enforceable through appropriate proceedings at law by the Association; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Declarant and the Owner of any such Lot, to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance charge or annual or special assessment accrued and unpaid prior to foreclosure of any such mortgage lien; and further provided that as a condition precedent to any proceeding by the Association to enforce its lien upon any Lot on which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

Section 7. Additions to existing property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Declarant. Additional land contiguous to the Subdivision as described in Plat Book 56, Page 19, in the Public Records of Hillsborough County, may be annexed by the Declarant without the consent of the members of the Association within ten (10) years of the date of this instrument, provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by the FHA and VA. The Declarant, its successors and assigns, shall have the right to submit and make subject to this Declaration any further additional residential properties in future stages of the development of the Subdivision upon approval of the Board of Directors of the Association, with consent of two-thirds of each class of membership of the Association, and with FHA/VA approval. Any additions authorized under this and the succeeding subsections shall be made by filing an Amendment to this Declaration and Annexation Agreement with respect to the additional property or properties which shall extend the covenants and restrictions of this Declaration to such property. Such Amendment must impose an annual maintenance charge and assessment on the property covered thereby on a uniform, per Lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

(b) Other Additions. Upon the approval of the Board of Directors of the Association, in its sole discretion, the owner of any property who desires to make it subject to this Declaration and to subject it to the jurisdiction of the Association may file of record an Annexation Agreement and Amendment to this Declaration upon the satisfaction of the condition specified in subsection (a) above.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration and all Supplemental Declarations, together with the covenants and restrictions applicable to the properties of the other association, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration.

Section 8. Specific Assessment. Any cost or expense, the purpose of which is to significantly benefit a specific Lot, or only a portion of the Lots within the community, may be specifically assessed for the expenses related to said purpose so that the costs associated with such purpose shall be born in equal or pro rata shares by only those Lot Owners that benefit by the purpose for which the association's funds are expended, provided that 2/3 of those members that are to be specifically assessed ratify such assessment. The Board shall determine the payment schedule and terms of the assessment.

ARTICLE VII General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate this Declaration in whole or in part. The terms and provisions of this Declaration may be amended at any time when an instrument setting forth said changes and signed by those persons holding two-thirds (2/3) of the votes in the Association is placed on record in the Public Records of Hillsborough County, Florida. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant of this Declaration and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Association or Lot Owner who successfully prosecutes an action in law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Association and/or the Lot Owner in compelling compliance with Declaration. Failure by any Owner or by the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation of the Association and this Declaration, this Declaration shall control, and in the case of any conflict between the Bylaws of the Association and this Declaration, this Declaration shall control.

Section 3. Severability. Invalidation of any section or sections herein by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. FHA/VA approval. So long as the Declarant, its successors and assigns, are in control of the Association, the following actions may require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, dedication of any common area, and amendment of this Declaration.

FIRST NATIONAL BANK OF FLORIDA, having a first lien on the above described Subdivision, joins in the execution hereof to evidence its consent hereto and hereby subordinates its lien to the reservations, easements, covenants, restrictions, and conditions hereof.

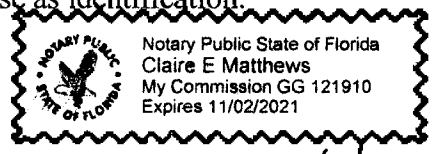
IN WITNESS WHEREOF, Bayport West Homeowners Association, Inc., has caused this Amended and Restated Declaration to be executed in its name on this 19 day of June, 2021.

[Signature]
Signature of Witness
David Matthews
Printed Name of Witness

BAYPORT WEST HOMEOWNERS ASSOCIATION,
INC.
[Signature]
President, Roger Verszyla
[Signature]
Signature of Witness
SHARON PETERSON
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this 19 day of June, 2021, by Roger Verszyla, as President of Bayport West Homeowners Association, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.



My Commission Expires: 11/2/21

[Signature]
Notary Public
[Signature]
Signature of Notary Public

David Matthews

Signature of Witness

David Matthews

Printed Name of Witness

Patrick Murphy

Secretary, Patrick Murphy

Signature of Witness

Sharon Peterson

Printed Name of Witness

SHARON PETERSON

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn and subscribed before me on this 19 day of June, 2021, by Patrick Murphy, as Secretary of Bayport West Homeowners Association, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.



My Commission Expires: 11/2/21

Claire E. Matthews

Notary Public

Claire E. Matthews

Printed Name of Notary Public