

PREPARED BY AND RETURN TO:
Greeneburg Notary, P.A.
1964 P.O. BOX 1000, BOULEVARD, SUITE A
DUNEDIN, FL 33509

CERTIFICATE AS TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
BAYS END HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 23 of May, 2024, called for the purpose of voting on the proposed Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., the original Declaration of Deed Restrictions being recorded in O.R. Book 8041, Page 2339 et seq., and preserved by that certain Notice of Preservation of the Declaration of Deed Restrictions being recorded at O.R. Book 22156, Page 555 et seq., all of the Public Records of Pinellas County, Florida, was duly adopted by the affirmative vote of two-thirds (2/3) of the voting interests of the Association. The Declaration is amended and restated in its entirety to read as reflected on the attached Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., which is incorporated in its entirety herein by this reference. It is noted that the attached Exhibit "A" does not show underlining of newly added language or strikethroughs of stricken language; however, the Amended and Restated Declaration was presented to the membership for a vote with knowledge that the Amended and Restated Declaration is substantially reworded from the original text in the current governing documents, and is merely being recorded without such underlining and strikethroughs to present a clean and easy to read document.

IN WITNESS WHEREOF, BAYS END HOMEOWNERS ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 31st day of May, 2024.

BAYS END HOMEOWNERS ASSOCIATION,
INC.

(Corporate Seal)

By: [Signature] President

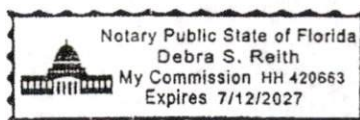
ATTEST:

[Signature] Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of May, 2024, by _____, as President and _____, as Secretary, of BAYS END HOMEOWNERS ASSOCIATION, INC., and are personally known to me or have produced Drivers License as identification.

[Signature]
NOTARY PUBLIC



**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BAYS END HOMEOWNERS ASSOCIATION, INC.**

1. ARTICLE 1 - DEFINITIONS

Term	Definition
Association	A not-for-profit corporation created under FL Statute Chapter 617 and subject to Chapter 720, as amended from time to time.
Board	The Board of Directors of the Association is comprised of 3 – 5 members who have been elected by the membership of the Association. The number of Directors may be established by the vote of a majority of the membership present and voting, in person or by proxy, at any duly-noticed membership meeting at which a quorum is present.
Documents	The Articles of Incorporation (a.k.a. Articles), the By-laws (a.k.a. By-laws) and any Supplements or Amendments thereto as recorded in the official public records of Pinellas County, Florida.
Governing Documents	The recorded documents as described in the above definition plus any architectural guidelines, policies, and Rules and Regulations adopted by the Board of Directors.
Home	A dwelling that has received a Certificate of Occupancy and is or can be lived in by the Owner or his lessee.
Types of Dwelling	The Bays End Subdivision is divided into four types of dwellings: A. Waterfront: Those lots that come into direct contact with Old Tampa Bay B. Lakefront: Those lots that come into direct contact with the lake in the subdivision C. Interior Lots: Those lots that are not described in A & B on Charles Blvd and Christina Circle D. Exterior Lots: Those lots that are not described in A, B & C and are located on Mapleleaf Blvd
SWFWMD	Southwest Florida Water Management District commonly referred to as "Swiftmud".
Owner	The record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.
Properties	All of the land encompassing BAY'S END SUBDIVISION, as recorded in Plat Book 108, Pages 78-80, of all of the records of Pinellas County, Florida.
Lot	Any plot of land shown upon any recorded subdivision map of the Properties, with the exception of any common area and any land owned by the Bays End Homeowners Association, Inc.

2. ARTICLE 2 – INTRODUCTORY PROVISIONS

2.1 Introduction. KNOWN ALL MEN BY THESE PRESENTS THAT the undersigned corporation being the Owners in fee simple of all that BAY'S END SUBDIVISION as recorded in Plat Book 108,

Pages 78-80 located in the City of Oldsmar in the State of Florida, do hereby declare that said subdivision is subject to the deed restrictions as follows:

- (i) These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.
- (ii) All of the said property shall be known and described as residential property, and no structure shall be erected, altered, placed, or permitted to remain on any parcel of the same other than one single family dwelling not to exceed two stories in height and a private two or three car garage; said garage shall be built at the same time of the main structure.

2.2 The community of Bays End is a planned community that is comprised of 52 lots, a community where residents can live in harmony with their neighbors.

2.3 To protect and enhance the property values of those who purchase homes within the community, the Bays End Homeowners Association (Association) was created. All owners of property within the Community at Bays End are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities, and a commitment to abide by the policies adopted by the Board and the governing documents, including this Declaration, The Articles of Incorporation ("Articles"), The By-laws ("By-laws"), and the Rules and Regulations of the Association.

3. ARTICLE 3 – ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments, (3) such assessments to be established and collected as hereinafter provided; and specific assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

3.2 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 Properties, for the improvement and maintenance of the Common Area, and carrying out of the responsibilities of the Association.

3.3 Special Assessments for Lot Owner Obligations. In the event a Lot Owner fails to perform such lawn maintenance and/or pressure washing as required of them by the terms of this Declaration, or any of the governing documents, including the Rules and Regulations, the Association, upon five (5) days written notice, shall have the right to perform such maintenance at such Owner's expense, and the cost thereof shall be specially assessed against such Owner's Lot, and be immediately due and payable.

3.4 Annual Assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot for each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, annual assessments shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

3.5 Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and late fees, shall be secured by a continuing lien on such Lot in favor of the Association.

3.6 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest allowed by Law. The Board of Directors, in such event, shall also be entitled to declare the entire assessment as to such delinquent Owner immediately due and payable, without regard to whether the same may previously have been payable in monthly installments or on some other basis established by the Board of Directors. The Association shall be authorized to charge a late fee up to the maximum allowed by law, as same may be amended from time to time, for any assessment or installment thereof not received by the Association within thirty (30) days of the due date. If not otherwise set by the Board of Directors, the maximum late fee allowed by law shall be applied. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area, or abandonment of the Lot.

3.7 Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

3.8 Subordination of the Lien to Mortgages.

- (i) 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, but only to the extent as provided for in Florida Statute Section 720.3085, as same may be amended from time to time. If a First Mortgagee of record, or other purchaser, obtain title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquiror of title and his successors and assigns shall be liable for the assessments 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 or deed given in lieu of foreclosure, to the extent provided for in Florida Statute Section 720.3085, as same may be amended from time to time.
- (ii) Such sale of transfer shall not relieve such Lot from liability for any past due assessments, interest and late fees as provided by Florida Statute Section 720.3085, any attorney's fees and costs incurred in pursuing collection of past due assessments and any assessments thereafter becoming due, of from the lien of any such subsequent assessment. Any such subsequent assessments shall be subordinate to the lien of a First Mortgage placed upon the Lot prior to the time of the recorded of such subsequent lien.

4. ARTICLE 4 – ENFORCEMENT

4.1 Attorneys' Fees. In any action to enforce or interpret the provisions of the governing documents, or any covenant ruling with the land, the prevailing party in any such action shall be entitled to recover its attorney fees and costs, including fees and costs on any resulting appeal. Additionally, all expenses of the Association in the enforcement of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or Chapter 720 of the Florida Statutes, as amended from time to time, whether by legal proceedings or otherwise, including court costs, attorneys' and other fees and expenses, shall, in addition to the amount due and coming due during enforcement proceedings, be recoverable by the Association against the defaulting owners. This shall include pre-litigation attorneys' fees and costs expended to resolve enforcement matters, regardless of whether mediation, arbitration, or litigation is ultimately filed. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of the eighteen per centum (18%), or the maximum legal rate shall be charged as a specific assessment to the owner, and may be collected due from the defaulting owner in the same manner as any other assessment as provided for in this Declaration.

4.2 Fines. In addition to the rights contained in this Declaration, the Bylaws, Articles of Incorporation, or Rules and Regulations of the Association, the Board of Directors may levy a fine against an Owner who fails and/or refuses to cure any violation after notice is provided by the Association pursuant to the Florida Statutes, as same may be amended from time to time, of a sum not exceeding the maximum amount permissible by law. A fine may be imposed for each day of a continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$5,000.00, or such maximum amount as is permissible by law, and all fine hearings shall be held before a committee of other Owners as required by law. Such fines shall be assessed as a specific assessment against the Owner and shall constitute a lien upon the Lot, and may be foreclosed by the Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting Owner shall be entitled to a hearing before a fining committee, upon reasonable written notice, specifying the violations charged and may be represented by counsel. The Board shall have the right to adopt any rules or policies relating to fining the Owners.

4.3 Right of Entry. In addition to the rights stated hereinabove, whenever (a) there shall have been built within the Properties any structure which is in violation of this Declaration, or (b) any portion of the Lot and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules and Regulations, a duly authorized representative of the Association may enter upon the Lot where such violation, damage, or destruction exists and summarily abate, remove, or correct the same at the expense of the Owner, and any such entry, abatement, removal, or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation, and all fines, costs, and reasonable attorneys' fees incurred by the Association, shall be treated as a specific assessment subject to the provisions for the collection of specific assessments as set forth herein.

5. ARTICLE 5 – MAINTENANCE

5.1 Maintenance by the Association.

- (i) Common Area Maintenance. The Association shall be responsible for the maintenance and repair of the Common Areas, including the entrance to the development, and any improvements thereon.

5.2 Maintenance by the Owner.

- (i) Each Owner shall be responsible for the maintenance, repair, and replacement of all improvements, lawns, and landscaping on their Lot in a first-class condition (as determined in the Board's discretion), and in compliance with all exterior maintenance guidelines and/or requirements under this Declaration and under any Rules and Regulations or architectural guidelines established by the Association.

6. ARTICLE 6 – USE RESTRICTIONS

6.1 Exterior Maintenance and Guidelines.

- (i) Generally. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings, grounds or fences on such Lot which may tend to decrease the beauty of the neighborhood as a whole or a specific area.
- (ii) Landscaping. Certain areas have been designated as open space, wetland or preserved within the community and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Owner or Occupant may mow, trim, remove vegetation, fertilize, apply chemicals to, maintain, alter, or modify any area not owned by the Owner, including areas set aside as open space, wetland or preserve. Changes to landscaping and driveway shall ensure a pleasant look and plantings shall protect any underground wiring, cables, or irrigation pipes. The front lawn shall be maintained to ensure a pleasant look.
- (iii) Structures. No structure shall be erected closer to the property lines as stated by the City of Oldsmar's building code. No trailer, shack, garage, barn, or other out-building shall at any time, be erected and used as a residence or other occupancy temporarily or permanently in the subdivision, nor shall any residence or other occupancy of a temporary character be permitted. No structure of any kind shall be moved onto any part of the above-described land except temporary buildings used by contractors in connection with construction work. No building, fence or other structure shall be erected, placed, or altered (including paint) on any Lot until the proposed building plans, specifications, exterior color and finish, plot plans showing the proposed location of such building or structure, drives, parking areas, or landscaping, shall have been approved in writing by the Board of Directors or an Architectural Review Committee. Refusal of approval of plans, location or specifications may be based by the Board of Directors upon any grounds, including, but not limited to, aesthetic considerations, which, in the sole and absolute discretion of the Board of Directors, shall seem sufficient. No mobile homes or modular construction Units will be allowed. No alterations may be made in such plans after approval by the Board of Directors is given except by and with the written consent of the Board of Directors. No alterations in exterior appearance of any building or structure shall be made without like approval by the Board of Directors. One copy of all plans and related data shall be furnished to the Board of Directors for its records.
- (iv) Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on the said Plat field in the Public Records of Pinellas County, Florida, are hereby preserved.
- (v) Clotheslines. No permanent clotheslines shall be permitted.

(vi) Exterior Lighting.

- 1) All exterior lighting shall be consistent with the character established in Bays End and be limited to the minimum necessary for safety, identification, and decoration.
- 2) Owners may not install security spotlights or flood lights unless lights are activated by a motion sensor.
- 3) No spotlights, flood lights, or other high intensity lighting will be placed or utilized upon any house so that the light is directed or reflected on neighboring property.
- 4) Bollard light fixtures over 12 inches tall are not permitted.
- 5) No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.
- 6) No continuous flashing or blinking lighting is permitted for use overnight, except for holidays (see the Rules and Regulations document section on Holiday Decorations).

(vii) Signs and Flags.

- 1) "For Sale" and "For Rent" signs need to look professional with the appropriate anchoring (e.g., they shall not be placed in windows of the home).
- 2) A "permit board" displaying a building permit from the applicable governmental agency is allowed if that agency requires it to be posted conspicuously. No other signs, including contractor advertising signs for swimming pools, patio or room additions and the like are permitted except during renovation.
- 3) Political signs or flags are limited to a total of two signs or flags no larger than twenty-four inches (24") by thirty-six inches (36"). Political signs or flags may be displayed for two weeks prior to an election and must be removed on the day following the election.
- 4) Announcement signs are allowed but they must have a decent and neighborly-friendly content and must not remain longer than three weeks (e.g., children's event, birthday celebration, community event).
- 5) Personal decorative signs should not be located more than 5 ft from the house structure and the top of sign shall not be higher than 4 ft (e.g., welcome signs, decorative garden signs).
- 6) Signs deemed by the Board of Directors to include any type of threatening or derogatory language are not permitted.
- 7) Aside from the political flags referenced above, Owners may display those flags permitted by Florida Statute, and up to two additional flags displayed in a respectful manner. The

Board reserves the right to require the removal of any flag deemed in the Board's discretion to be noxious or offensive in nature.

(viii) Parking and Vehicles. Within the subdivision there shall be no parking of any boats, RVs, trailers, or any other type of vehicle not used for general transportation in the driveways of the residents for a period of more than 5 hours for the purpose of cleaning or general maintenance. No overnight parking of the above-mentioned vehicles will be permitted, nor will overnight parking of cars, trucks, or vans be allowed on the street.

(ix) Storage Modules, Commercial Vehicles, and Recreational Vehicles.

1) Interior Lots: No commercial vehicles, limousines, recreational vehicles, boats, trailers, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or campers, may be kept overnight within street visibility. Recreational vehicles, trailers and boats may be kept within the fenced yard of a home if they are located within the fenced yard and are fully screened from street view by such a fence. Overnight placement of Storage and Constructions Units requires HOA approval.

2) Exterior Lots: These homes shall follow any applicable requirements of the city of Oldsmar.

6.2 Lease of Lots.

(i) All leases shall be for a minimum term of six (6) months. The use of a Lot for transient or short-term occupancy purposes is strictly prohibited. The advertising of any Unit on VRBO, Airbnb, or other similar sites is strictly prohibited, as the Lots shall not be used as hotel-like facilities, short-term vacation homes, or similar places accommodating short-term or transient occupancy. Regardless of whether or not expressed in the applicable lease, the Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the Articles, Bylaws and of any and all rules and regulations of the Association.

6.3 Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

7. **ARTICLE 7 – AMENDMENT AND TERMINATION**

7.1 Amendment. This Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the members present and voting, in person or by proxy, at a meeting of the membership at which a quorum is present.

7.2 Termination. These covenants and restrictions shall run with the land regardless of whether or not they are specifically mentioned in any deeds or conveyances subsequently executed and shall be binding on all owners and their assigns and all persons claiming under them until duration of these

covenants and restrictions shall be limited or these covenants restrictions shall be terminated by at least seventy-five (75%) percent of the legal owners of lots in Bay's End Subdivision by a properly executed instrument or instruments in writing, which shall be recorded among the public records of Pinellas County, Florida.

8. ARTICLE 8 – GENERAL PROVISIONS

8.1 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

8.2 The developer agrees that the maintenance and operation of the stormwater facilities will be performed by the developer until such a time that 51% of the lots are sold, at which time this responsibility will be turned over to the homeowners association of the subdivision.

8.3 Street Lighting. Bay's End Homeowners Association assumes full responsibility for the payment of the street lighting with Tampa Electric Company.

8.4 Sand Filter Maintenance. Any damage shall be repaired by replacing eroded filter material to original line and grade with filter medium of affective grain size of 0.20 to 0.55 MM and uniformity coefficient of 1.5 or greater.

8.5 Maintenance and Operation of the Detention System and Drainage Structures. The detention system and drainage structures will be maintained and operated in such manner as to comply with the provisions of Chapter 17-25d, Florida Administrative Code.

- (i) Pond Drainage Ditch/Swale and Control Structures. The outflow structures, detention pond, and drainage ditch, where applicable, shall be inspected as required by permit, law or at the discretion of the Association. The structure bottoms shall be cleaned of all deposits and cleared of all debris or other obstructions. Accumulated oil and grease deposits shall be removed and properly disposed of. The structure integrity of the baffle shall be inspected. The pond shall be inspected and cleaned of debris on a quarterly basis.

8.6 Lateral Pipes.

- (i) The criteria of S.W.F.W.M.D. Section 3.1.G.2, has been adopted and is as follows:

3.1.6.2.4. The Association has the power to do the following:

- 1) Own and convey property;
- 2) Operate and maintain common property, specifically the surface water management system as permitted by Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;
- 3) Establish rules and regulations;
- 4) Assess members and enforce said assessments;
- 5) Sue and be sued;
- 6) Contract for service to provide for operation and maintenance if the Association contemplates employing a maintenance company;

- 7) Require all the homeowners, lot owners, property owners, or unit owners to be members;
 - 8) Exist in perpetuity; however, the Articles of Incorporation must provide that if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, than the surface water management system shall be dedicated to a similar non-profit corporation; and
 - 9) Take any other action necessary for the purpose for which the Association is organized.
- (ii) 3.1.6.2.5 The Deed Restrictions also include the following:
- 1) It is the responsibility of the Association to operate and maintain the surface water management system;
 - 2) The surface water management system is owned by the Association or described therein as common property;
 - 3) There is a method of assessing funds and collecting the assessed funds for the operation and maintenance of the surface water management system.
 - 4) Any amendment of these documents which would affect the surface water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District; and
 - 5) The Declaration of Covenants will be in affect for at least 25 years with automatic renewal periods thereafter.
- (iii) 3.1.6.2.6 Modification of the requirements of this section can only be based upon:
- 1) Intervening local government requirements of a more stringent nature such as the requirements of a maintenance agreement and posting of bond by the developer;
 - 2) A unique project requiring an alternate entity. The alternate entity must be evaluated independently. All necessary agreements or easements must be documented in the file of records before approval will be given.
- (iv) 3.1.6.3 Future Operation and Maintenance.
- 1) The operation and maintenance entity is required to provide for the inspection of the surface water management system by a Florida registered Professional Engineer to assure that the system is properly operated and maintained. Inspection schedules will be specifically stated in the permit. For those systems utilizing effluent filtration or exfiltration, the inspections shall be performed eighteen months after operation is authorized and every eighteen months thereafter. A

written report of the findings of the inspection shall be filed with the District within thirty days of the date of inspection. The District shall supply the form necessary for this report: Form No. 25.03-15. 1-9/87.

- 2) The District may impose additional permit requirements to insure future operation and maintenance including, but not limited to, performance bonds or the development of operation and maintenance plans and schedules.

8.7 The Bay's End Homeowners Association is hereby informing all the homeowners in the Bay's End subdivision that they are subject to the City Land Development Code 5.9.2.8 Development Standard Number Two of the homeowners association to satisfactorily maintain the open space, drainage detention ponds, swales, and other designated herein and on the RPD master plan. The paragraph A and B of the Code is adopted and is as follows:

- a. In the event that the Bay's End Homeowners Association, Inc. established to own and maintain common open space, or any successor organization, shall at any time after the establishment of this RPD Development fail to maintain the common areas as previously defined above, in reasonable order and condition, and in accordance with the adopted Master Plan, certified plan, and final plat of the development, the City may serve written notice upon such organization on and/or the owners or residents of the Residential Planned Development and hold a public hearing. If deficiencies of maintenance are not corrected within thirty (30) days after such notice and hearing, the City shall call upon public or private agency to maintain the common open space for a period of one (1) year. When the city determines that the subject organization is not prepared or able to maintain the common open space, such public or private agency shall continue maintenance for yearly periods.
- b. The cost of such maintenance by such agency shall be assessed proportionately against the properties within the Residential Unit Development which have a right of enjoyment of the common open space, and shall become a lien on said property.

Exhibit "A"

Commence at the North $\frac{1}{4}$ corner of Section 22, Township 28 South, Range 16 East, run thence South 00 degrees 24'20" East, 1,317.46 feet to the Point of Beginning; thence continue South 00 degrees 24'20" East, 504.45 feet to the Northerly right of way line of Seaboard Atlantic Railroad Line; thence along a curve to the left with a radius of 1,666.00 feet, arc 925.93 feet, a chord 914.56 feet, a chord bearing South 39 degrees 08'15" West; thence North 35 degrees 18'22" West 37.25 feet to intersection of the mean high water line; thence meander Northwesterly along mean high water line to a point on the East line of the West $\frac{1}{4}$ of Section 22, Township 28 South, Range 16 East, said point being North 35 degrees 18'22" West, 1,273.56 feet, of the beginning of mean high water line intersection; thence along said East line of the West $\frac{1}{4}$ Section 22, North 00 degrees 22'09" West, 156.83 feet; thence S 54 degrees 59'01" East, 73.20 feet; thence along a curve to the left with a radius 470.00 feet, a chord 474.36 feet, a chord bearing South 85 degrees 17'28" East; thence along a curve to the right with a radius 478.19 feet, a chord 208.87 feet, a chord bearing North 77 degrees 00'58" East; thence North 89 degrees 37'51" East, 64 feet; thence South 00 degrees 22'09" East, 137 feet; thence North 89 degrees 37'51" East, 15 feet; thence North 00 degrees 22'09" West 20 feet; thence North 89 degrees 37'51" East, 505 feet; thence North 00 degrees 22'09" West, 130.66 feet; thence along a curve to the left with radius 396.52 feet, a chord 12.31 feet, chord bearing North 73 degrees 40'51" East, to the Point of Beginning, lying and being in Pinellas County, Florida.