

85027543

0.5929 1173

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRAILS OF COUNTRYSIDE

This Declaration of Covenants, Conditions and Restrictions is made this 31 day of January, 1985, by MARK W. MACONI, INC., a Florida corporation (hereinafter referred to as "Declarant").

RECITALS:

Declarant is the owner in fee simple of that certain real property located in Pinellas County, Florida, known by official plat designation as TRAILS OF COUNTRYSIDE, pursuant to a plat recorded on January 8, 1985, at Plat Book 90, Pages 49 and 50, inclusive, of the Public Records of Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "The Property").

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part hereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

25 25923879 75	1.	97FB65
	40	77.00
	TOTAL	77.00 CHK

Section 1. "Association" shall mean and refer to TRAILS OF COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Association.

Section 4. "Committee" shall mean the Architectural Control Committee provided for in Article VI herein.

Section 5. "Entryway Area" shall mean all real and personal property along Lake Shore Lane.

Section 6. "Declarant" shall mean MARK W. MACONI, INC., the successors and assigns of its rights hereunder or any successor or assign of all or substantially all of its interest in the Property.

Section 7. "Declaration" shall mean this instrument, as it may from time to time be amended.

Section 8. "Lot" shall mean any plot of land shown on the recorded subdivision map or plat referred to hereinabove.

Section 9. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to

RETURN TO
This document was prepared by
Date of this document is 1/31/85
60 25 11 1985

7 6 25 11 1985

promote a healthy, weed-free environment for optimum plant growth.

Section 10. "Member" shall mean every person or entity who holds membership in the Association.

Section 11. "Mortgage" shall mean any mortgage, deed of trust, or other instrument transferring any interest in a lot, or any portion thereof, as security for the performance of an obligation.

Section 12. "Mortgagee" shall mean any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation, including a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, or insurer of mortgages including, without limitation, Federal National Mortgage Association, Government National Mortgage Administration, or any lender generally recognized as an institutional type lender.

Section 13. "Owner" shall mean and refer to the record owner, whether it be one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any lot which is part of the subdivision, but shall not mean or refer to a mortgagee, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event there is recorded in the public records of Pinellas County, Florida, a long term contract for sale in the nature of a contract for deed covering any of the parcels within the Property, the Owner of such parcel(s) shall be the purchaser under the contract.

Section 14. "Property" shall mean the real property described in Exhibit "A" attached hereto and incorporated herein by reference and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration or which is owned fee simple by the Association.

Section 15. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as herein-after provided.

ARTICLE II.
MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every Owner of a lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations. Membership shall be appurtenant to and may not be separated from ownership of a lot. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation.

Section 2. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of the Class B members, and shall be entitled to one vote for each lot owner. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as those owners themselves determine and advise the Secretary of the Association prior to any meeting in writing. In the absence of such advise, the vote for such lot shall be suspended in the event more than one person seeks to exercise it. In no event shall more than one

vote be cast with respect to any one lot owned by Class A members.

Any owner of a lot which is leased may, in the lease or other written instrument, assign the voting rights appurtenant to that lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

Class B The Class B member shall be Declarant and any successor or assign of Declarant's rights hereunder or any successor or assign of all or substantially all of Declarant's interest in the property. The Class B Member(s) shall be entitled to exercise 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the earliest of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on December 31, 1991; or,
- (c) when, in its discretion, the Declarant so determines.

ARTICLE III. MAINTENANCE

Section 1. Association's Responsibility. The Association shall jointly maintain and keep in good repair the Entryway Area, jointly with the Wynwoods Landing Homeowners Association, Inc., such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, or all landscaping and other flora, structures and improvements situated thereon.

Section 2. Owner's Responsibility. All maintenance of the lots and all structures, parking areas and other improvements located thereon shall be the sole responsibility of the Owner thereof who shall maintain said properties in a manner consistent with the Declaration and the Rules and Regulations of the Association.

Prior to construction, the Owner of any lot shall mow and maintain his or her lot or lots so as not to detract from the value of the surrounding area. In the event an owner of a lot or lots shall fail to properly mow and maintain his or her lot or lots to the satisfaction of the Declarant, the Declarant shall have the right, at its option, to mow and maintain such lot or lots and the Owner thereof shall be liable to the Declarant for any and all costs for maintaining and mowing said lot or lots which said cost shall be added to and become part of the assessment to which such lot is subject, and the costs, until paid, shall be a permanent charge and lien upon such lot.

All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat, clean and attractive condition by their respective owners, free from refuse, debris, unsightly growth and fire hazard. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, landscaping, trees, shrubs, lawns, walks and other exterior improvements. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, after approval by two-thirds (2/3) vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as

approved by the Board. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform such exterior maintenance shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

Each Owner shall be responsible for maintaining any portion of the public right-of-way utilized as landscaped area, which may lie between his or her lot line and the paved street, in the same manner as if said Owner owned it.

ARTICLE IV. ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision and any addition thereto, and each owner of a lot is hereby deemed to covenant by acceptance of his or her deed for such lot, whether or not it shall be so expressed in his or her deed, to pay to the Association (1) annual assessments, and (2) special assessments, for the purposes set forth in this Article. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees incurred in collection (both at the trial and any appellate court level), shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the subdivision, and for the improvement and maintenance of the Entryway Area. To effectuate the foregoing purposes, assessments shall be levied by the Association to provide and be used for jointly maintaining the Entryway Area along with Wynwoods Landing Homeowners Association, Inc.

Section 3. Annual Assessment.

- (a) The annual assessment shall be levied annually by the Board of Directors commencing on January 1, 1985. The annual assessment shall not be in excess of the maximum as hereinafter provided.
- (b) Until January 1, 1987, the maximum annual assessment shall be \$120.00.
- (c) From and after January 1, 1987, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (d) From and after January 1, 1987, the maximum annual assessment may be increased above fifteen percent (15%) by the vote of a majority of each class of members cast in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only. Any such assessment must be approved by the vote of a majority of each class of members cast in person or in proxy, at a meeting duly called for this purpose.

Section 5. Special Assessment for Noncompliance. In addition to the special assessments set forth above, the Board of Directors, as authorized herein, may levy a special assessment upon lots and the Owners thereof in the event that such Owners fail to comply with the terms and obligations of the Declaration or any other applicable covenants governing the lots. Such special assessments may be enforced in the same manner as all assessments herein.

Section 6. Notice of meetings. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 of this Article shall be sent to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is approved by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members who were not present in person or by proxy may give their assent in writing within fourteen (14) days after the date of such meeting.

Section 7. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 8. Commencement and collections of annual assessments. The annual assessments provided for herein shall commence as to all lots as per the provisions of Section 3(a) above. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly, quarterly, or annually as the Board of Directors may deem appropriate. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

Section 9. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowable under the laws of Florida from time to time relative to usury for residential real estate loans. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her lot. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosure or waiving the lien securing the same.

Section 10. 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, both at the trial and any appellate court level. 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 thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages in the State of Florida.

Section 11. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.
PROPERTY RIGHTS

Section 1. Easements.

- (a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements the maintenance of which a public authority or utility company is responsible.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and right of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 2. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 3. No Partition. Nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

ARTICLE VI.
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee (the "Committee"). In order to assure that the residences and other buildings, structures and improvements in the subdivision will reserve a uniformly high standard of construction, and in order to create, maintain and preserve an attractive, unique, and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, with homogeneity in density, size and materials of structures, and appearance of all buildings, structures, and improvements on any Lot, the Association, through its Architectural Control Committee (hereinafter called the "Committee"), shall establish and enforce architectural standards for the subdivision and further shall have the power to regulate as provided herein. The power to regulate shall include the power to prohibit those buildings, structures, or improvements deemed inconsistent with the provisions of this Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property as a residential community with exclusive, unique and desirable aesthetic qualities.

Section 2. Requirements for Approval of Committee. No building, wall, fence, swimming pool or other structure or improvement of any kind shall be erected, constructed, placed or altered on any lot until the Owner of the lot shall submit, in duplicate, complete plans and specifications and detailed site plans for such building, structure or other improvement and the Committee shall have approved such plans and specifications and detailed site plan, in writing. The approval of the Committee may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the committee with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed building, structure or improvement or the harmony of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the Committee for its permanent records.

Section 3. Approval or Disapproval by Committee. The Committee's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner. Such approval, disapproval or conditional approval shall be delivered, accompanied by one set of the submitted documents, to the applicant within thirty (30) working days after submission. If the Committee does not take action to either approve or disapprove the submission within said period of time after receipt of the plans and specifications, the request shall be deemed approved. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property Owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible.

Section 4. Changes, Alterations, Etc. Only Pursuant to Committee's Approval. It is the intention of this Article to vest in the Committee the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans and specifications and detailed site plans as approved by the Committee, no changes, alterations, additions, reconstruction or attachments of any nature whatever shall be made to the exterior of the building, structure, and/or improvement or to the lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without the Committee's prior written approval in the manner provided.

Section 5. Exteriors, Landscaping, Etc. Prior written approval of the Committee shall be necessary before any exterior finishing, color or material is changed. The improvements and landscaping, including without limitations, the trees, shrubs, lawns, walkways and ground elevations, shall be maintained as originally installed unless the prior approval of any substantial change is obtained from the Committee.

Section 6. Committee to Promulgate Rules and Regulations. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Article.

Section 7. Approval of Committee not to be Unreasonably Withheld. All of the foregoing approvals of the Committee shall not be unreasonably withheld so long as such original plans, specifications and detailed site plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creations and preservation of the general plan of development intended to be created and preserved by this Declaration.

Section 8. Composition of Committee. The Committee shall be composed of at least three persons, none of whom need be Owners or residents of the subdivision. During the time that there exists Class "B" membership, Declarant shall appoint the Committee; at such time as Class "B" membership shall cease to exist, the Committee shall be appointed by the Board of Directors of the Association.

Section 9. No Liability of Committee. The Committee, its successors or assigns, shall not be liable in damages or otherwise to anyone submitting plans and specifications for approval of the said Committee as described herein or to any Owner by reason of any action of the Committee, including but not limited to, mistake in judgment, negligence or nonfeasance of its agents or employees arising out of or in connection with any Committee function, including, but not limited to, the approval or disapproval or failure to approve any plans and specifications. Likewise, anyone so submitting plans and specifications to the said Committee for approval, by the act of submitting such plans and any Grantee by acquiring title to any of the Property covered hereby agrees that he or she will not by any action or suit seek to recover any damages against the Committee or the Association.

Section 10. Minor Violations. When a building or other improvement has been erected or its construction substantially advanced and the building is located on any lot in a manner that constitutes a violation of this Declaration, the Committee may release the lot, or parts of it, from any part of the Declaration that is violated. The Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation, in its sole judgment.

ARTICLE VII.
ARCHITECTURAL AND USE RESTRICTIONS

The Property shall be occupied, improved and used only as follows:

Section 1. Use of Lots.

- (a) Each lot shall be used as a residence for a single family and for no other purpose. No trade, business, profession or any other type of commercial activity shall be carried on upon any lot. Lease or rental of a lot for single family residential purposes for a period of not less than six (6) months shall not be construed as a violation of this Covenant.
- (b) Only one private dwelling shall be erected, constructed, placed or maintained on any one of the platted lots in the subdivision, except that more than one lot may be used for one private dwelling, in which event all restrictions shall apply to such lots as if they were a single lot.
- (c) By or with the written consent of the Architectural Control Committee, one or more lots, or parts thereof, may be resubdivided or combined to form one single building lot; provided, however, in such event, the resulting lots shall not be smaller in total area than one of the original lots prior to such subdivision.
- (d) No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling.

Section 2. Living Area, Building Heights and Garages.

The ground floor area of the main structure of any single family dwelling on the property described in this Declaration shall not be less than two thousand (2,000) square feet exclusive of screened porches, garages and storage areas, except that it may be reduced to a minimum of one thousand two hundred (1,200) square feet for two (2) story dwellings, provided; however, the total floor area of a two (2) story dwelling shall not be less than two thousand two hundred (2,200) square feet exclusive of screened porches, garages and storage areas. No two (2) story dwelling shall be allowed to be built on lots 3 through 15, inclusive. No dwelling shall exceed two and one-half (2-1/2) stories in height nor twenty-five (25) feet in height and must have a connected private garage for not less than two (2) nor more than three (3) cars. No building or structure erected for use as a garage may be used as a living area. All garages must be equipped with automatic garage door opening and closing devices which shall at all times be kept in good operating condition. All garage doors shall be kept closed except when in use. All dwellings must face to the front of the lot except in the case of corner lots, in which instances the dwelling may face toward either street.

Section 3. Setbacks.

- (a) No building shall be located on any building plat nearer than twenty-five (25) feet to the front line. Each building shall have two (2) side yards, each of which side yard shall have a minimum of eight (8) feet. As to corner lots, the Owner shall determine which yard is to be designated as the side yard; the minimum side yard adjacent to street right-of-way shall be twenty-five (25) feet. No dwelling shall be located

nearer that fifteen (15) feet to the rear lot line. Any detached building or structure, including but not limited to, a swimming pool and its enclosure, if any, shall have a minimum setback from the rear lot line of not less than fifteen (15) feet.

- (b) The foregoing minimum setback lines are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of open areas. The Architectural Control Committee reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as the Committee shall deem sufficient.
- (c) Setback provisions herein prescribed may be altered by the Declarant whenever in its sole discretion the topography or configuration of any lot in said subdivision will so require.

Section 4. Noxious Activities.

- (a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided herein.
- (b) The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions, the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any lot without the consent of the Association.

Section 5. Motor Vehicles, Parking. No commercial vehicles of any type shall be permitted to remain overnight or other than temporarily within the Property, unless garages, other than as may be used by Declarant or its transferees in conjunction with building operations. No private trucks, trailers, buses, boats, campers, recreational vehicles or unlicensed motor vehicles of any type shall be permitted to remain overnight or other than temporarily within the Property, unless garaged. No vehicles, boats, or trailers shall be parked on the Property with "For Sale" or similar signs attached. The parking of any vehicle not otherwise prohibited, containing or exhibiting any commercial signage or logo is prohibited unless approved by the Association. Such approval shall not be deemed to institute a blanket permission or permissions in any other instance. No vehicle repair or alteration shall be performed within the Property.

Section 6. Signs. No sign, advertisement or notice of any kind shall be displayed to public view on a lot without the prior written consent of the Association, except for customary and appropriate name and address signs and lawn signs of not more than four (4) square feet in size advertising a property for sale or rent; and except for signs approved by Declarant to advertise the lots during the construction and sales period; or except as may be required by legal proceedings.

Section 7. Insurance. Nothing shall be done or kept on a lot which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his or her lot which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

Section 8. Animals.

- (a) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other household pets may be kept on the lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for any commercial use or purposes. Birds shall be confined in cages.
- (b) No person owning or having possession, charge, custody or control of any dog shall cause, permit or allow the dog to stray, run, be, go or in any other manner be at large in or upon a public street, sidewalk or park or on private property of others without the express or implied consent of the owner of such private property.

Section 9. Rubbish. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot, except in sanitary containers located in appropriate areas concealed from public view.

Section 10. Fences, Hedges and Landscaping. No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that Declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans. No fence or wall of any type shall be permitted between the street right-of-way and the front corners of any residence. No chain link fences shall be permitted. All landscape plans, fences and hedges must receive prior written approval from the Architectural Control Committee before implementation.

Section 11. Exterior Attachments. No clotheslines (or other clothes hanging devices exterior to a residence), basketball hoops or backstops, window air-conditioning units, solar devises, exterior radio, television, electronic or like antennas, aerials or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments shall be installed or permitted, except as may be installed by Declarant at the time of initial construction or as may be permitted by the Architectural Control Committee.

Section 12. Utilities. All residential utility service lines including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc. to the lots shall be underground, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Architectural Control Committee's sole discretion, deemed necessary.

Section 13. Storage of Materials.

- (a) Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any lot. Any and all equipment, coolers, wood piles, garbage cans, refuse or storage

piles placed on any lot (whether temporary or permanent) shall be walled-in to conceal same from the view of the neighboring lots, roads, streets or open areas. Plans for all screens, walls and enclosures (other than those constructed by Declarant) must be approved by the Architectural Control Committee prior to construction.

- (b) No lumber, brick, stone, cinder block, concrete, or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.
- (c) No exposed above ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by Declarant for the storage of potable water for the community and fuel tanks for Declarant's use during building operations.

Section 14. Outbuilding Prohibited. No structure of a temporary character, tent, shack, garage, trailer, ~~shed~~, or other outbuilding shall be used as a residence, either temporarily or permanently. No structure, including utility buildings, may be erected on any lot for other than residential purposes, except a builder's temporary structure. Cabana or pool houses shall be permitted. No metal storage buildings shall be permitted.

Section 15. Mailboxes. All mailboxes shall be of a type consistent with the character of the subdivision and shall be placed and maintained so as to compliment the residences of the subdivision. All mailboxes (except those provided by Declarant) must be approved by the Architectural Control Committee.

Section 16. Roofs. Flat, built-up roofs shall be permitted only over Florida rooms, porches or patios at the rear of the residence. All other roofs shall be pitched and composed of cement tile, or such special roofing as is approved by the Architectural Control Committee.

Section 17. Driveways. All dwellings shall be served with a paved driveway of either concrete or brick pavers of at least sixteen (16) feet in width at the entrance of the garage.

Section 18. Exteriors. All exposed concrete block must be stuccoed or colorcreted, except where special decorative blocks or other material are permitted by the Architectural Control Committee. No stone yards or other artificial materials shall be installed or maintained on the lots in lieu of natural grass yards, except as permitted by the Architectural Control Committee. Each lot shall have a minimum of six (6) standard replant shade trees as specified on the Pinellas County, Florida, approved list. In addition, all yards shall have Floratam natural grass and a sprinkling system to maintain same.

Section 19. Excavation or Fill. No owner shall excavate or fill earth from his or her lot which would materially affect in a dilatorious manner the grading and drainage of surrounding lots.

ARTICLE VIII. INITIAL CONSTRUCTION, REPAIR AND REBUILDING

Section 1. Initial Construction. Construction of any dwelling or other structure or improvement shall be completed

within twelve (12) months from the date of commencement of construction thereof.

Section 2. Repair and Rebuilding. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Provided, however, any Owner who has suffered damage to his or her residence by reason of fire or any other casualty may apply to the Architectural Control Committee for approval of the reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

Section 3. Continuous Construction. Every building, structure or other improvement, the construction, repair, rebuilding or reconstruction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction, until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, and other similar causes.

Section 4. Time for Reconstruction. Time for reconstruction shall be undertaken within three (3) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE IX. EXEMPTION OF DECLARANT

Declarant, or the transferees of Declarant, shall undertake the work of developing all lots included within the subdivision. It is hereby declared that the completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be construed or interpreted to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors or Declarant or Declarant's transferees from doing or performing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision

property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, or establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

- (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this Article, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE X.
ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property may be annexed to the subdivision in accordance with the following:

- (a) Declarant, from time to time, may, in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, but under no circumstances shall Declarant be required to make such additions. Such additions to the Property shall be of such size as Declarant determines and the number of such additions to the property shall be at the sole discretion of Declarant. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property owned by Declarant other than the Property shall in no way be affected by or become subject to the terms and conditions of the Declaration.
- (b) Additions to the Property, if any, shall be developed and platted in such a manner which in the opinion of Declarant provides for the preservation of the values and amenities of the Property with reasonable portion of said real property set aside for green belt areas and other common facilities as may be designated on such plats.
- (c) The additions authorized herein shall be made by Declarant executing and filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additions to the Property, extending the scheme of the covenants, conditions and restrictions of this Declaration to such property; and such Supplementary Declaration may contain such complementary additions as may be necessary to reflect the different character, if any, of the additions to the Property and as are not inconsistent with the scheme of this Declaration. Said Supplementary Declaration shall not require the joinder, consent or approval of any Owner or other parties whatever. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with the Property.

ARTICLE XI.
MORTGAGEE PROVISIONS

The following provisions apply to the Property, and none may be amended without the consent of at least two-thirds (2/3) of the first mortgagees:

Section 1. Consent of Lenders Required. Unless two-thirds (2/3) of the institutional holders of first mortgages within the Property have given their approval, the Association shall not be entitled to:

- (a) change of method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (b) by act or omission change, waive, or abandon the system of regulations and enforcement established in this Declaration for architectural design or the exterior appearance and maintenance of lots and any improvements thereto.

Section 2. Notice of Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request designating such lot, will be entitled to written notification from the Association of any default in the performance of any Owner of a lot in which such mortgagee has an interest of any obligation under this Declaration, the Bylaws, or the Articles of Incorporation which is not cured within sixty (60) days.

ARTICLE XII.
GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorney's fees, both at the trial and any appellate court level. In the event the Association enforces the provisions thereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, both at the trial and any appellate court level, may be assessed against such Owner's lot as a special assessment pursuant to the provisions hereof. If the provisions hereof are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, at both the trial and any appellate court level, in the discretion of the Board of Directors, of the Association. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 3. Amendment. This Declaration may be amended by duly recording among the public records of Pinellas County, Florida, an instrument executed and acknowledged by not less than

three-quarters of each class of members. Declarant shall have the right at any time within five years from the date hereof to amend this Declaration to correct Scrivner's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions for the purpose of meeting the requirements of governmental agencies so long as such amendments do not materially affect the rights of Owners, Lienors, or Mortgagees. Such amendment need be executed by Declarant only and need not be approved by the Association, Owners, Lienors, or Mortgagees of lots. No Amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. So long as the Class "B" membership exists, the Declarant may, without vote of the Owners, amend this Declaration, so long as the substantive rights of no existing Owner are adversely affected.

Every purchaser or subsequent grantee of any interest in any lot or Property subject to this Declaration, by acceptance of a deed or other conveyance thereof, agrees that the covenants, conditions and restrictions of this Declaration may be amended as provided herein.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defect or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of Twenty (20) years from the date hereof. Upon the expiration of the Twenty (20) year period, this Declaration shall be extended for successive additional twenty (20) year periods unless three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration. The written notice of any meeting at which such a proposal to terminate this Declaration is to be considered shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Termination adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. The certificate shall be recorded in the public records of Pinellas County, Florida.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the the Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of th Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officers and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer of director, may be entitled. The Association shall, as a common expense, maintain adequate general

liability and officers' and directors' liability insurance to fund this obligation.

Section 7. Renting or Leasing of Residences. Residences may be rented or leased only by written leases and subject to the following restrictions:

Lessee to Comply with Declaration and Bylaws -- Effect of Noncompliance. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner.

Each Owner agrees to cause his lease, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, Bylaws, and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the facts that such occupants of the residence are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Association's option, considered a default in the lease.

In the event that a lessee, occupant, or person living with the Lessee violates a provision of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Association shall also have the power to impose reasonable fines upon the lessee for any violation by the lessee, occupant, or person living with the lessee of any duty imposed under the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant, or person living with the lessee to use the Common Area. The Association shall have authority and standing to enforce any lease restriction contained in or promulgated in accordance with this Declaration.

Section 8. Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Declarant also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Declarant shall not be relieved of liability resulting from its failure to perform or from its negligent performance of any obligation under these covenants prior to such sale, transfer or conveyance. Declarant shall not, however, be liable to any person for injury or loss resulting from any failure of performance or negligent performance of Declarant's obligations under these covenants arising after such sale, transfer or conveyance.

Section 9. Heading and Building Effect. Headings are inserted only for convenience and are in no way to be construed

as defining, limiting, extended or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Declarant and all persons claiming by, through or under Declarant.

Section 10. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development thereof.

Executed at DUNEDIN, Florida, this 31 day of January, 1985.

Signed, sealed and delivered, in the presence of:

MARK W. MACONI, INC., a Florida corporation

Walter Schafkopf
Anna Strong

By: Mark W. Maconi
Mark W. Maconi, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 31 day of January, 1985, by MARK W. MACONI, President of MARK W. MACONI, INC., a Florida corporation, on behalf of the corporation.

Walter Schafkopf
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida
My Commission Expires Oct. 4, 1986
Bonded thru Fireman Insurance, Inc.

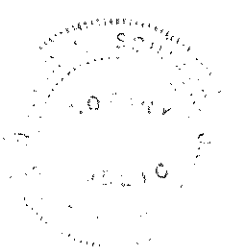


EXHIBIT "A"

Begin at the Southeast corner of the N.E. 1/4 of the S.E. 1/4 of Section 18, Township 28 South, Range 16 East, Pinellas County, Florida; thence S89°51'16"W., along the South boundary of the N.E. 1/4 of the S.E. 1/4 of said Section 18, being also the North boundary of Block "J," Curlew City, as recorded in Plat Book 51, Page 19 of the Public Records of Pinellas County, Florida and its easterly and westerly projection, 1380.74 feet, to the Southwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 18; thence N01°07'13"W., along the West boundary of the N.E. 1/4 of the S.E. 1/4 of said Section 18, 845.61 feet; thence N84°42'28"E., 942.02 feet; thence N89°51'16"E., 452.36 feet; thence S00°25'30"E., along the East boundary of the N.E. 1/4 of the S.E. 1/4 of said Section 18, 930.00 feet, to the Point of Beginning. Containing 28.687 acres, more or less.