

**NOTICE OF REVITALIZATION OF
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WEXFORD WEST**

Pursuant to Florida Statutes §720.403, et seq., Wexford West Homeowners' Association, Inc. ("Association"), whose post office address is P.O. Box 473, Palm Harbor, FL 34682, files this notice that the Declaration of Covenants and Restrictions for Wexford West has been revitalized from the filing date of this notice. A copy of the Declaration of Covenants and Restrictions for Wexford West, along with any recorded amendments to same, as well as a true and correct copy of the Articles of Incorporation and the By-Laws of Wexford West Homeowners' Association, Inc. are attached hereto and made a part hereof as Exhibit "A".

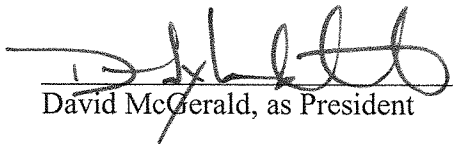
Approval of the revitalization of the Declaration of Covenants and Restrictions for Wexford West was obtained on June 3, 2015, by a vote of not less than a majority of the affected parcel owners within Wexford West, conducted at a meeting after notice to the affected parcel owners/members of the Association pursuant to Florida Statutes §720.403, et seq.

Pursuant to Florida Statutes §720.407(3), the legal description of each affected parcel of property is attached hereto as Exhibit "B", and the letter of approval of the revitalization by the Department of Economic Opportunity is attached hereto as Exhibit "C".


This Notice of Revitalization is in no way intended to exclude the properties within Daventry Square Unit 1, Daventry Square Unit 2, Daventry Square Unit 3, or Daventry Square Unit 4 which are all subject and continue to be subject to the Declaration of Covenants and Restrictions for Wexford West as set forth in the Declaration of Covenants and Restrictions and Grant of Easements for Daventry Square, and any amendments or supplements to same, as preserved by the Notice of Preservation recorded at Official Records Book 18322, Page 977 et seq. of the public records of Pinellas County, Florida.

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.

By:


David McGerald, as President

ATTESTED:


Gayle Lawrence, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27th day of July, 2015, by David McGerald, as President, and Gayle Lawrence, as

Secretary, of Wexford West Homeowners' Association, Inc., a Florida not-for-Profit corporation, in their capacity as officers and on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification and did take an oath.

My Commission expires:



COLLEEN LOUGHRAN
MY COMMISSION # EE 218319
EXPIRES: July 22, 2016
Bonded Thru Budget Notary Services

Colleen Loughran

Notary Public
State of Florida at Large

FOR PURPOSES OF INDEXING IN THE PUBLIC RECORDS, EACH PARCEL OWNER LISTED ON THE ATTACHED EXHIBIT "B" SHALL BE INDEXED AS THE GRANTOR AND THE ASSOCIATION SHALL BE INDEXED AS THE GRANTEE IN ACCORDANCE WITH FLORIDA STATUTE.

81026429

O.R. 5151 PAGE 1778

WEXFORD WEST DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, ("Declaration"), Made and Entered into on this 13th day of January, A.D. 1981, by SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation, hereinafter referred to as "Developer".

40 Rec 43.00
41 DS
43 Int 43.00
Tot 43.00

WITNESSETH:

WHEREAS, Developer is the owner of the real property described as The Property in Article I of this Declaration and desires to create thereon a residential community of single family residential dwellings; and

WHEREAS, Developer desires to provide for the preservation of values and amenities in said community and for the maintenance of the common lands and improvements, drainage facilities; and to this end, desires to subject The Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of The Property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common lands and improvements, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described as The Property in Article I, hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

RETURN TO:

Trinity Church
David Brown
PO Box 775
Clematis, FL 32001

FEB 20 10 54 AM '81
CLERK OF COURT
JAMES L. CLARK

Exhibit "A"

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) Association WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

(b) Common Lands and Improvements - those lands or improvements erected thereon as donated or constructed by the Developer and or Association for the enhancement and protection of The Property or to meet the governmental requirements placed on The Property.

(c) Lot - any plot of land shown on the recorded subdivision plat of The Property. Lot shall also include the residence located thereon when a residence has been constructed on the Lot.

(d) Owner - the record owner, including the Developer, whether one or more persons or entities of the fee simple title to any Lot but not any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure of any other legally valid proceeding in lieu of foreclosure.

(e) Member - all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(f) The Property - WEXFORD LEAS, unit 3, per the recorded plat in Plat Book 82 Pages 96 and 97, Public Records of Pinellas County, Florida.

(g) Additions to The Property - real property other than The Property which becomes subject to this Declaration or any supplemental Declaration under the provisions of Article II, hereof. There shall be no restriction on the number of "Additions to The Property" nor shall there be any restrictions as to the number of Lots or Lot contained within each Addition to The Property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Property Subject to Declaration. The Property and each Lot is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to The Property.

(a) The Developer from time to time, may, in it's sole descretion, without necessity of consent or joinder or any Owners of other parties whatsoever, cause additional lands to become subject to this Declaration which additional lands have been hereinabove defined as Additions to The Property, but under no circumstances shall Developer be required to make such additions. Additions to The Property shall be of such size as the Developer determines and the number of Additions to The Property shall be in the sole descretion of the Developer. Until such time as Additions to The Property are made in the manner herein set forth, real property owned by Developer other than The Property shall in no way be affected by or become subject to the terms and conditions of this Declaration.

(b) Additions to The Property authorized under this Declaration may be bound by different and additional restrictions and covenants 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. Restrictions on Additions to The Property shall not require the joinder, consent or approval of any person.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as will be provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, be added to the properties, rights, and obligations of the Association of the surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by the Declaration upon The Property and Additions to The Property. No such merger or consolidation, however shall affect any revocation, change or additions to the covenants established by this Declaration within The Property and Additions to The Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a member of the Association, provided that any such person or entity who holds such interest merely as a mortgagee shall not be a member.

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

Class A. Class A members shall be those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to five votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within The Property, and Additions to The Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, and does covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements. such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be continuing lien upon the Lot against which such assessments is made. Each such assessment, together with interest, costs, and reasonable attorney 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in The Property and for the improvement and maintenance of any of the common lands and improvements, including, but not limited to:

- (a) Payment of operating expenses of said Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of signage, landscaping, and other such Common Improvements;
- (c) Maintaining, improving, and operating drainage easements and systems on The Property.

(d) Garbage collecting and trash and rubbish removing but only when and to the extent specifically authorized by said Association;

(e) Providing police protection, night watchmen, or other security services as may be specifically authorized by said Association;

(f) Doing any other thing or things necessary or desirable, in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgement of the Association, may be of general benefit to the owners or occupants of lands included in the subdivision;

(g) Repaying funds and interest thereon, borrowed by the Association;

Section 3. Original, Annual, and Maximum of Assessments.

(a) Original Assessment. The original assessment shall be Fifty Dollars (\$50.00) per Lot to be paid by the homeowner at the time of closing on each home. The Developer may hold and use any part or all of said sum for the purposes set forth in Article IV, Section 2. Developer shall account to the Association for any sums so expended and shall deliver to Association the balance of any funds without interest upon demand of the Association.

(b) Annual Assessment. After the year beginning January, 1982, there shall be an annual assessment of Sixty Dollars (\$60.00) per house or vacant Lot payable annually on January of each year. This annual assessment shall be in addition to the above-mentioned original assessments and shall be prorated in the year of initial purchase. Said assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Developer, to be held in accordance with the above provisions.

(c) Maximum Assessment. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the annual assessment for any year at a lesser amount commencing with the year beginning January, 1983. Also commencing with the year beginning January, 1982 the annual assessment may be increased by a vote of the members, as hereinafter provided.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described Common Improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of

which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Bases and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and bases of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes, irrespective of the class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 2 hereof shall not apply to any change in the maximum and bases of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Corporation and under Article II, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, present at the meeting of Members, or of proxies, entitled to cast sixty (60%) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment. If the assessment is not paid on the date when due, then said assessment shall become delinquent and shall, together with such interest thereon and cost collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, personal representative and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the lesser of the maximum rate allowed by law or fifteen (15) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and there shall be added to the amount of such assessment, attorney fees, interest, together with the cost of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use. (b) all properties owned by the WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

EXTERIOR REPAIRS AND MAINTENANCE

Section 1. Exterior Repairs and Maintenance. In addition to the maintenance of the Common Lands and Improvements, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any residence located on a Lot, subject to the following provisions. Prior to performing any maintenance on any unimproved Lot or residence located on a Lot, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Property or Additions to The Property. Prior to commencement of any maintenance work on any Lot, the Board of Directors must furnish (30) days prior written notice to the Owner at the last address listed in the Associations' records for said Owner, notifying the Owner that unless certain specified necessary repairs or maintenance are made within said thirty (30) day period the Board of Directors shall cause said necessary repairs or maintenance to be made or performed and same shall be charged to the Owner. Upon failure of the Owner to

act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Board of Directors shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvement, provided, however, that a request of an Owner to provide the foregoing shall not obligate the Association to do so.

Section 2. Assessment of Cost. The cost of such exterior maintenance or repair shall be assessed against the Lot upon which such maintenance or repair is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article IV hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article IV hereof, may add thereto the estimated cost of the exterior repairs and maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect that actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior repairs or maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE VI.

GENERAL RESTRICTIONS

Section 1. Condition of Building Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or a specific area.

Section 2. Land Use. No Lot shall be used except for residential purposes. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may dismay or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any lot on which a residence has not been constructed and upon which no landscaping has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds or unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this Section 3 shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 4. Dwelling Quantity and Size. Each single family dwelling shall be located on a lot and shall have a minimum living area of 1,600 square feet exclusive of screened and open porches, terraces, patios, garages, and the like. Each dwelling shall have a minimum of two inside bathrooms. The construction of any dwelling with less than 1,600 square feet of living area shall require written approval from the Developer prior to commencement of construction.

Section 5. Garages. All dwellings shall have a garage adequate to house two (2) automobiles, and shall be equipped with garage doors that will be maintained in a useable condition. No carports or open structures for the purpose of housing automobiles or any other such vehicle will be permitted on any Lot.

Section 6. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot. The above does not restrict the right of an Owner to install, operate and maintain a water well on the premises for the use only for swimming pools and irrigation purposes.

Section 7. Signs. No commercial signs shall be erected or maintained on any Lot, with the exception of "For Sale" signs which shall not exceed twenty-four (24) inches by twenty-four (24) inches which are to be displayed only inside a window of a house and at no other location on the Lot, except when the respective dwelling is "open for inspection" and the particular Owner's representative is in attendance. This Section 7 does not apply to the Developer or his agents who shall and do have the right to erect and maintain signs advertising Wexford West of such size as they may deem necessary.

Section 8. Parking. No vehicle shall be parked on any part of any Lot except on a paved street or driveway. No house or travel trailer, motor home, camper, boat, or boat trailer shall be parked in the subdivision unless they are concealed from public view within a garage or similar structure. No trailers, or commercial vehicles other than those present for business with a household may be parked in the subdivision, and those vehicles present for business shall not remain longer than during regular business hours.

Section 9. Easements and Utilities. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on said plat for the subdivision filed in the public records of Pinellas County, Florida are hereby reserved. No structure shall be erected, placed or permitted and no alterations shall be made or permitted on the property within the easement area. No Owner shall in any way hinder the surface of subsurface drainage of the property within a drainage easement. No utility improvement, drainage structure, water and sewer line within any street right-of-way or easement area shall be removed or altered for any purpose without the specific written consent of the Developer. Such consent of the Developer shall be contingent upon prior approval by all applicable government regulations.

Section 10. Storage Receptacles. No fuel tanks, oil tanks, bottled gas tanks, water conditioners, soft water tanks, swimming pool filters, air conditioners and similar structures or storage facilities may be exposed to public view and may be installed only within the main dwelling house, with the accessory building, or within a screened area.

Section 11. Trees. Prior to the completion of any residence and receipt of a Certificate of Occupancy from Pinellas County, each Lot Owner shall insure that four (4) trees are planted on each Lot of a size up to nine thousand five hundred (9,500) square feet. Each Lot in excess of nine thousand five hundred (9,500) square feet shall have six (6) trees planted. All trees shall be eight feet (8) high and be of type approved on the Pinellas County Department of Environmental Management Tree Specie List.

Section 12. Temporary Structures, Facilities, and Parking. No structure of a temporary character shall be placed on The Property or Additions to The Property at any time, provided, however, that this prohibition shall not apply to shelters used by Owner or his agent during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences nor permitted by Owner or his agent to remain on said property after completion of construction. This prohibition shall apply to all tents, trailers, campers and the like. Temporary parking only for the specific purpose of loading or unloading a recreation vehicle, boat, camper and/or trailer shall be allowed for a period not to exceed twenty-four (24) hours.

Section 13. Animals and Pets. No animals, livestock and/or poultry of any kind shall be raised, bred or kept on any Lot except that cats, dogs and other household pets may be kept provided they are not bred or maintained for any commercial purposes.

Section 14. Building Location and Setback. No structure of any type shall be erected nearer than twenty (20) feet of the front line of any Lot. No structure shall be erected nearer than seven (7) feet to any side lot line on Lots less than one hundred (100) feet in width, or nearer than ten (10) feet to any side lot line on Lots one hundred (100) feet or more in width. No structure shall exceed two (2) stories and no structure shall exceed twenty-five (25) feet in height.

Section 15. Fences and Walls. No chain link or metal fencing shall be allowed to be constructed on any Lot unless specifically approved by the Developer. All fences which utilize posts and stringers shall be constructed in such a manner that the post and/or stringer is to be concealed from view of the street or any adjacent Lot. In any case, no fence shall be closer to the street than the front building line.

Section 16. Garbage and Trash Disposal. All trash, garbage and other waste shall be kept in sanitary containers, and, except during pick-up, if required to be placed at the curb, all containers shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets.

Section 17. Windows. All windows shall be of anodized bronze finish or wood.

Section 18. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street lines, or in a case of rounded property corner from the intersection of the property lines extended. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of the street property line and the edge of the driveway. No trees shall be planted within such distances of such intersections unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

Section 19. Landscaping, Sodding and Driveways. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways and a basic shrubbery planting across the front of the house.

ARTICLE VII

O.R. 5151 PAGE 1789

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their legal representative, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney fees and cost incurred, whether or not judicial proceedings are involved, including the attorney fees and costs incurred on appeal of such judicial proceedings, if any, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction of any obligation, right power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver

of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 4. Severability. The invalidation of any provision or provisions of the covenants or restrictions set forth herein by Judgment or Court Order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 5. Amendment by Developer. The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency among the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to the said land which do not lower standards of the Covenants and Restrictions herein contained, and (c) to release any building plot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing violations of building restrictions lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation..

Section 6. Amendments. This Declaration of Covenants and Restrictions may be amended by a two-thirds (2/3) vote of the Board of Directors of the Association and any such amendment shall thereafter be recorded in the Public Records of Pinellas County, Florida and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out therein.

Section 7. Responsibility Acceptance. Every Owner purchasing a Lot in said subdivision shall be conclusively presumed, by the recording or the conveyance of said property to such Owner, to have agreed to abide by the provisions herein contained and to do and perform all affirmative acts required herein. Each Owner of a respective Lot shall be directly financially responsible in any action for damages brought by the Developer or damage to the subdivision improvements resulting from the action of said Owner, Owner's employees or independent contractors furnishing labor or materials to or for said Owner.

Section 3. Government Regulations. All Owners of Lots within the subdivision shall abide by all applicable laws and ordinances as adopted by Pinellas County and any other governing body having due jurisdiction.

IN WITNESS WHEREOF, the Developer, SCARBOROUGH CONSTRUCTORS, INC., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

SCARBOROUGH CONSTRUCTORS, INC.

Perry J. Reader

By: Richard D. Bernsee, President
RICHARD D. BERNSEE, PRESIDENT

[Signature]

Attest: Mabel R. Cheresini
MABEL R. CHERESINI, ASST. SECY
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared RICHARD D. BERNSEE, and MABEL R. CHERESINI, well known to me to be the President and Assistant Secretary, respectively, of Scarborough Constructors, Inc., the corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of January, 1981.

[Signature]
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Dec. 1, 1984
Notary Public Seal - Notary Public, Inc.

PREPARED BY:
Gary N. Strohauser
Suite 1000, Bank of Clearwater Bldg.
600 Cleveland Street
Clearwater, Florida 33515

82011628

PINELLAS CO., FLORIDA

Karlton G. DeBlah

CLERK CIRCUIT COURT

JAN 25 4 55 PM '82

RETURN TO:
Rivers, Strohauser & Toevan, P.A.
Suite 1000, Bank of Clearwater Bldg.
600 Cleveland Street
Clearwater, Florida 33515

O.R. 5300 PAGE 1828

FIRST AMENDMENT TO WEXFORD WEST
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this First Amendment to Wexford West Declaration of Covenants and Restrictions, ("Declaration"), made and entered into this 22nd day of JANUARY, A.D. 1982 by SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of a majority of the real property described as Wexford Leas, Unit Three, per recorded plat thereof in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida; and

WHEREAS, Developer caused on January 13, 1981 the Wexford West Declaration of Covenants and Restrictions to be created and enacted; and

WHEREAS, Developer caused said Declaration of Covenants and Restrictions to be duly recorded in the Public Records of Pinellas County, Florida, at O.R. Book 5151, Page 1778, on February 20, 1981; and

WHEREAS, pursuant to said Declaration of Covenants and Restrictions, Developer reserved the right to amend the same for the purpose of curing any ambiguity or inconsistency among the provisions contained therein; and

WHEREAS, both Developer and the Wexford West Homeowners' Association, Inc. have determined and concluded that an ambiguity and/or scrivener's error appears in Article IV, Section 3(b), of said Declaration of Covenants and Restrictions as enacted and recorded; and

WHEREAS, on the 12th day of January, 1982 had the annual meeting of the Wexford West Homeowners' Association, Inc. annual meeting, the following resolution was duly passed and unanimously adopted:

01 Cash 01 Ckg
40 Rec 10.00
41 DS
43 Int
Tot 10.00

BE IT RESOLVED, that Article IV, Section 3(b), of the Wexford West Declaration of Covenants and Restrictions be amended to read as follows:

(b) Annual Assessment. Beginning January, 1982, there shall be an annual assessment of Sixty (\$60.00) Dollars per house or vacant lot payable annually on January of each year. This annual assessment shall be in addition to the above-mentioned original assessments and shall be prorated in the year of initial purchase. Said assessment shall be paid directly to

the Association, or, in the event the Association is not yet activated, to the Developer, to be held in accordance with the above provisions.

And Further, BE IT RESOLVED, that the Developer, SCARBOROUGH CONSTRUCTORS, INC., be requested to cause the appropriate Amendment to this Declaration to be recorded in the Public Records of Pinellas County, Florida, and supply to each lot owner in Wexford Leas, Unit Three, Subdivision also known as Wexford West.

and

WHEREAS, Developer now desires to cause the above-mentioned ambiguity and scrivener's error to be corrected in accordance with the resolution and direction of the Wexford West Homeowners' Association, Inc.

NOW, THEREFORE, the Developer hereby amends the aforesaid Wexford West Declaration of Covenants and Restrictions dated January 13, 1981 recorded in O.R. Book 5151, Page 1778, of the Public Records of Pinellas County, Florida, as follows:

1. Article IV, Section 3(b), be and the same is hereby deleted in its entirety and the following Article IV, Section 3(b), is hereby inserted in its place and stead:

(b) Annual Assessment. Beginning January, 1982, there shall be an annual assessment of Sixty (\$60.00) Dollars per house or vacant lot payable annually on January of each year. This annual assessment shall be in addition to the above-mentioned original assessments and shall be prorated in the year of initial purchase. Said assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Developer, to be held in accordance with the above provisions.

2. Except as herein amended and modified the Wexford West Declaration of Covenants and Restrictions dated January 13, 1981 recorded in O.R. Book 5151, Page 1778, be and the same is hereby confirmed, adopted and republished in this First Amendment and shall remain in full force and effect as originally published and recorded.

IN WITNESS WHEREOF, the Developer, SCARBOROUGH CONSTRUCTORS, INC., has caused this instrument to be executed by its duly authorized

O.R. 5300 PAGE 1830

officers and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

SCARBOROUGH CONSTRUCTORS, INC.,
a Florida corporation

By: Richard D. Bernsee
RICHARD D. BERNSEE, President

ATTEST: Mabel R. Cheresini
MABEL R. CHERESINI,
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared, RICHARD D. BERNSEE, and MABEL R. CHERESINI, well known to me to be the President and Secretary, respectively, of SCARBOROUGH CONSTRUCTORS, INC., the corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation and that the same was duly executed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of January, 1982.

Shirley D. Greene
NOTARY PUBLIC

My Commission Expires:

3/17/83.

15 15431443 70 0:01. 25JAN82
40 10.00
10.00 CK

11 Chg.
40 Rec 7.62
41 De
43 In
44 7.62

82092655

5364 MC1236

AMENDMENT TO DECLARATION OF COVENANTS & RESTRICTIONS

OF

WEXFORD WEST

KNOW ALL MEN BY THESE PRESENTS:

That this Declaration of Amendment to Covenants and Restrictions of Wexford-West is made and entered into on this day of June, 1982 by SCARBOROUGH CONSTRUCTORS, INC., a Florida corporation hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS Developer is the owner of the real property described in ARTICLE I of this Amendment; and

WHEREAS the property is contiguous to that certain property affected by the Wexford West Declaration of Covenants and Restrictions recorded in O.R. Book 5151, Page 1778 through 1791 inclusive of the Public Records of Pinellas County, Florida said Declaration being recorded at 10:54 A.M. on February 20, 1981; and

WHEREAS a First Amendment to the Wexford West Declaration of Covenants and Restrictions was recorded at O.R. Book 5300, Pages 1828 through 1830 inclusive of the Public Records of Pinellas County, Florida at 4:55 P.M. on January 25, 1982; and

WHEREAS Developer has the authority under said Declaration of Covenants and Restrictions, as amended, to file this document binding the property herein described to the said Wexford West Declaration of Covenants and Restrictions, as amended.

NOW, THEREFORE, the Developer, SCARBOROUGH CONSTRUCTORS, INC. hereby declares that the real property described in ARTICLE I hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in the Wexford West Declaration of Covenants and Restrictions recorded in O.R. Book 5151, Page 1778 through 1791 inclusive and First Amendment thereto recorded in O.R. Book 5300, Pages 1828 through 1830 inclusive, all of the Public Records of Pinellas County, Florida.

ARTICLE I. The following described property is to be included as additions to the property subject to the Wexford West Declaration of Covenants and Restrictions as amended to date:

WEXFORD WEST UNIT 4A according to the Plat thereof as the same is recorded in Plat Book 85, Pages 30 through 32 inclusive, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF the Developer, SCARBOROUGH CONSTRUCTORS, INC. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto as of the date and year first above written.

Attest:

SCARBOROUGH CONSTRUCTORS, INC.

Michael R. Cheresini
Michael Cheresini

By *Richard D. Bernsee*
Richard D. Bernsee, President

(Corporate Seal)

Prepared by & return to:
Gary N. Strohauser of the firm of
RIVES, STROHAUSER & TEEVAN, P.A.
600 Cleveland St. Clwr., Fla. 33515

CLERK CIRCUIT COURT

JUN 22 4:46 PM '82

Signed, sealed and delivered
in the presence of:

Perry J. Reed
Linda Glasgow

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 22nd day of June, 1982, before me personally appeared RICHARD D. BERNSEE and MABEL CHERESINI, the President and Secretary, respectively, of SCARBOROUGH CONSTRUCTORS, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and declare said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at Palm Harbor, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Linda Glasgow
Notary Public

My Commission expires:

Notary Public, State of Florida
My Commission Expires Dec 1, 1985
Succession Fee \$20.00



THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
WEXFORD WEST

6. i. 5694 PAGE 774

KNOW ALL MEN BY THESE PRESENTS:

THAT this Declaration of Amendment to Covenants and Restrictions of Wexford West is made and entered into this 2ND day of FEBRUARY, 1984 by Scarborough Constructors, Inc., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS Developer is the owner of the real property described in Article 1 of this Amendment; and

WHEREAS the real property identified in Article 1 of this Amendment is contiguous to that certain property effected by the Wexford West Declaration of Covenants and Restrictions recorded in O.R. Book 5151, Page 1778 through 1791 inclusive of the Public Records of Pinellas County, Florida, said Declaration being recorded at 10:54 a.m. on February 20, 1981 as amended by First Amendment thereto recorded in O.R. Book 5300, Pages 1828 through 1830 inclusive and further amended by Second Amendment thereto recorded in O.R. Book 5364, Pages 1236 through 1237 inclusive; and

WHEREAS Developer has the authority under said Declaration of Covenants and Restrictions, as amended, to file this document bonding the property herein described to said Wexford West Declaration of Covenants and Restrictions, as amended.

NOW, THEREFORE, the Developer, Scarborough Constructors, Inc. hereby declares that the real property described in Article 1 hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") set forth in the Wexford West Declaration of Covenants and Restrictions recorded in O.R. Book 5151, Pages 1778 through 1791 inclusive; First Amendment thereto recorded in O.R. 5300, Pages 1828 through 1830 inclusive; and Second Amendment thereto recorded in O.R. Book 5364, Pages 1236 through 1237 inclusive, all of the Public Records of Pinellas County, Florida.

ARTICLE I

The following described property is to be included as additions to the property subject to the Wexford West Declaration of Covenants and Restrictions, as amended to date:

31 7.28 Wexford Leas Unit 4B according to plat thereof as
22 Rec 7.28 recorded in Plat Book 87, Pages 99 through 100
41 DS 7.28 inclusive of the Public Records of Pinellas County,
Int 7.28 Florida.
Tot 7.28

IN WITNESS WHEREOF the Developer, Scarborough Constructors, Inc. has caused this instrument to be executed by its duly authorized agent and its corporate seal to be affixed hereto as the date and year first above written.

(Corporate Seal)

SCARBOROUGH CONSTRUCTORS, INC.

By Perry J. Reader
Perry J. Reader, as its agent
under Power of Attorney dated
June 8, 1983 and recorded in
O.R. Book 5544, Page 1909 of
the Public Records of Pinellas
County, Florida

Signed, sealed and delivered
in the presence of:

Mrs. H. A. Olivas
Allen K. Wright

Prepared by & return to:
Gary N. Strohauser of the firm of
STROHAUSER & TEEVAN, P.A.
918 Drew Street, Suite A

FEB 3 5 49 PM '84

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 2nd day of FEBRUARY, 1984, before me personally appeared PERRY J. READER as agent for SCARBOROUGH CONSTRUCTORS, INC., a corporation under the laws of the State of Florida, under Power of Attorney dated June 8, 1983 and recorded in O.R. Book 5544, Page 1909, of the Public Records of Pinellas County, Florida, to me known to be the person described in and who executed the foregoing conveyance instrument and he acknowledged the execution thereof to be his free act and deed as such agent, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and declared said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at Palm Harbor, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Karen K. Wright
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires March 31, 1992

40 Rec
41 OS
43 Int
Lot 9

85213461

U 010000A JAO

AMENDMENT TO WEXFORD WEST
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT, made and entered into this 27 day of September, 1985 by the WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association").

W I T N E S S E T H:

15 14750167 72 1 05221
46 9 00
TOTAL 9 00 CHA

WHEREAS, the Wexford West Declaration of Covenants and Restrictions have been duly recorded in the Public Records of Pinellas County, Florida at O.R. Book 5151, Page 1778 et.seq.; and

WHEREAS, by authority granted and set forth in Article VII, Section 6 of the said Declaration of Covenants and Restrictions the Association has the power to amend the Declaration of Covenants and Restrictions upon the affirmative vote of two-thirds (2/3) of the Board of Directors;

AND WHEREAS, the Board of Directors of the Association, at a meeting duly called and held on the 19th day of August, 1985, at which a quorum was present, unanimously adopted the following resolution:

RESOLVED, that the Wexford West Declaration of Covenants and Restrictions established on the 13th day of January, 1981 and recorded in O.R. Book 5151, at Page 1778 et.seq., Pinellas County Registry, be and the same are hereby amended by the addition of the following two (2) new Sections to Article VI thereof:

1. Article VI is amended by the addition of new Section 20 which reads as follows:

Section 20. Satellite Dishes. No satellite dish, disc or other apparatus or device for the reception of satellite transmissions or communications in any form shall be installed or erected upon any lot.

2. Article VI is amended by the addition of new Section 21 which reads as follows:

Section 21. Clothes Lines. No clothes lines of any configuration shall be installed or erected upon any lot so as to be in any way exposed to public view from any street or adjoining lot.

FURTHER, RESOLVED, that the officers of the Association are hereby authorized to take any and all such other actions as may be necessary to carry out the intent and purposes of the foregoing Resolution and to cause the same to be recorded upon the Public Records of Pinellas County, Florida as an amendment to the Wexford West Declaration of Covenants and Restrictions.

NOW, THEREFORE, the Association hereby amends the aforesaid Wexford West Declaration of Covenants and Restrictions as follows:

1. Article VI is amended by the addition of new Section 20 which reads as follows:

Section 20. Satellite Dishes. No satellite dish, disc or other apparatus or device for the reception of satellite transmissions or communications in any form shall be installed or erected upon any lot.

2. Article VI is amended by the addition of new Section 21 which reads as follows:

Hold For:

Strohauer & Teeran, P.A.
518 Drew Street, Suite A
Clearwater, Florida 33515

Section 21. Clothes Lines. No clothes lines of any configuration shall be installed or erected upon any lot so as to be in any way exposed to public view from any street or adjoining lot.

3. Except as herein amended the Wexford West Declaration of Covenants and Restrictions dated January 13, 1981 recorded in O.R. Book 5151, at page 1778 et seq. be and the same is hereby confirmed, adopted and republished in this Amendment and shall remain in full force and effect as originally published and recorded.

IN WITNESS WHEREOF, the Wexford West Homeowners' Association, Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed herein, this the day and year first above written.

ATTEST:

WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

LINDA HANEY, Secretary

By: R.A. Cone
R.A. CONE, President

Witnesses:

Norma J. Guido
Betty J. May

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared, R. A. CONE and LINDA HANEY, well known to me to be the President and Secretary, respectively, of WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation and that the same was duly executed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of September, A.D. 1985.

Richard A. Hamilton
Notary Public

My Commission Expires:

86109115

O.R. 6230 PAGE 1832

~~WEXFORD~~
 SECOND AMENDMENT TO WEXFORD WEST
 DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT, made and entered into this 16th day of May, 1986 by the WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as "Association").

W I T N E S S E T H:

WHEREAS, the Wexford West Declaration of Covenants and Restrictions has been duly recorded in the Public Records of Pinellas County, Florida at O.R. Book 5151, Page 1778 et.seq.; and

WHEREAS, the Wexford West Declaration of Covenants and Restrictions has been amended by an Amendment recorded in the Public Records of Pinellas County, Florida at O.R. Book 6092, Page 928 et.seq.; and

WHEREAS, the Board of Directors of the Association now desire to further amend the said Wexford West Declaration of Covenants and Restrictions; and

WHEREAS, by authority granted and set forth in Article VII, Section 6 of the said Declaration of Covenants and Restrictions, the Association has the power to amend said Declaration upon an affirmative vote of two-thirds (2/3) of the Board of Directors; and

WHEREAS, the Board of Directors of the Association, at a meeting duly called and held on the 4th day of May, 1986, at which a quorum was present, unanimously adopted the following resolution:

RESOLVED, that the Wexford West Declaration of Covenants and Restrictions established on the 13th day of January, 1981 and recorded in O.R. Book 5151, at Page 1778 et.seq., Pinellas County Registry, be and the same is hereby amended by the following additions, changes and deletions:

1. Article IV, Section 3(a) is deleted in its entirety in recognition and acknowledgment by the Association of the fact that all lots in the subdivision have been sold by the Developer and the original assessment of Fifty Dollars (\$50.00) for each lot sold has been paid.
2. Article VI, Section 7 "Signs", is deleted in its entirety and the following new Section 7 language is adopted:

Section 7. Signs. No commercial signs of any type shall be erected or maintained on any lot with the exception of one "For Sale" sign of the size and type customarily used by recognized realtors in Pinellas County, Florida to advertise residential real estate for sale; provided however, such "For Sale" sign shall not exceed a total surface of 676 square inches per side and shall not have more than two (2) sides.

3. Article VI, Section 10 "Storage Receptacles" is deleted in its entirety and the following new Section 10 language is adopted:

Section 10. Storage Receptacles. No fuel tanks, oil tanks, bottled gas tanks, water conditioners, soft water tanks, swimming pool filters, air conditioners, and similar equip-

42 Rec 1700
 43 SS
 43 Int
 Tot 1700
014

Carlene A. DeStefano
 CLERK OF THE CIRCUIT COURT
 PINELLAS COUNTY, FLORIDA
 MAY 20 4 40 PM '86

RETURN TO:
 Strohauser & Co.
 913 Drew St., St. Petersburg, FL 33706

ment or receptacles may be exposed to public view from the front lot line of any house and/or from the side lot line of any house constructed on a corner lot. These items of equipment and receptacles may be screened by natural vegetation and landscaping, but if such natural screening and landscaping is utilized, the said items of equipment and receptacles must thereby be completely concealed from public view.

4. Article VI is amended by the addition of new Section 22 which reads as follows:

Section 22. Outbuildings and Storage Facilities. No detached outbuildings, storage facilities or similar structures of any type or size, including those of a temporary nature, shall be permitted on any lot.

5. Article VII is amended by the addition of new Section 9 which reads as follows:

Section 9. Powers of Homeowners' Association. All powers of the Developer throughout this Declaration of Covenants and Restrictions are hereby vested in the Homeowners' Association and where herein "Developer" is referred to, "Developer" shall likewise be construed to mean "Homeowners' Association".

FURTHER RESOLVED, that the officers of the Association are hereby authorized to take any and all such other actions as may be necessary to carry out the intent and purposes of the foregoing Resolution and to cause the same to be recorded upon the Public Records of Pinellas County, Florida as an amendment to the Wexford West Declaration of Covenants and Restrictions.

NOW, THEREFORE, the Association hereby amends the aforesaid Wexford West Declaration of Covenants and Restrictions as follows:

1. Article IV, Section 3(a) is deleted in its entirety in recognition and acknowledgment by the Association of the fact that all lots in the subdivision have been sold by the Developer and the original assessment of Fifty Dollars (\$50.00) for each lot sold has been paid.
2. Article VI, Section 7 "Signs", is deleted in its entirety and the following new Section 7 language is adopted:

Section 7. Signs. No commercial signs of any type shall be erected or maintained on any lot with the exception of one "For Sale" sign of the size and type customarily used by recognized realtors in Pinellas County, Florida to advertise residential real estate for sale; provided however, such "For Sale" sign shall not exceed a total surface of 676 square inches per side and shall not have more than two (2) sides.

3. Article VI, Section 10 "Storage Receptacles" is deleted in its entirety and the following new Section 10 language is adopted:

Section 10. Storage Receptacles. No fuel tanks, oil tanks, bottled gas tanks, water con-

ditioners, soft water tanks, swimming pool filters, air conditioners, and similar equipment or receptacles may be exposed to public view from the front lot line of any house and/or from the side lot line of any house constructed on a corner lot. These items of equipment and receptacles may be screened by natural vegetation and landscaping, but if such natural screening and landscaping is utilized, the said items of equipment and receptacles must thereby be completely concealed from public view.

4. Article VI is amended by the addition of new Section 22 which reads as follows:

Section 22. Outbuildings and Storage Facilities. No detached outbuildings, storage facilities or similar structures of any type or size, including those of a temporary nature, shall be permitted on any lot.

5. Article VII is amended by the addition of new Section 9 which reads as follows:

Section 9. Powers of Homeowners' Association. All powers of the Developer throughout this Declaration of Covenants and Restrictions are hereby vested in the Homeowners' Association and where herein "Developer" is referred to, "Developer" shall likewise be construed to mean "Homeowners' Association".

6. Except as heretofore or as herein amended the Wexford West Declaration of Covenants and Restrictions dated January 13, 1981 recorded in O.R. Book 5151, at Page 1778 et seq. be and the same is hereby confirmed, adopted and republished in this Amendment and shall remain in full force and effect as originally published and recorded.

IN WITNESS WHEREOF, the Wexford West Homeowners' Association, Inc. has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed herein, this the day and year first above written.

ATTEST:

WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

Florence J. Wright
Florence Wright, Secretary

By: Linda J. Heaney
Linda Heaney, President

(SEAL)

Witnesses:

T. P. Port
Charles C. Wood

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared, LINDA HEANEY and FLORENCE WRIGHT, well known to me to be the President and Secretary, respectively, of WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC., named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of

two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation and that the same was duly executed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, A.D. 1986.

Richard L. Kramlich
Notary Public

My Commission Expires:

NOTARY PUBLIC - CALIFORNIA
MY COMMISSION EXPIRES: 12/31/1987

INST # 95-290218
NOV 14, 1995 6:32PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9164 PG 1194

AMENDMENT TO WEXFORD WEST
DECLARATION OF COVENANTS AND RESTRICTIONS

This Amendment, made and entered into this 12th day of November, 1995, by WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as Association).

WHEREAS, the Wexford West Declaration of Covenants and Restrictions has been duly recorded in the Public Records of Pinellas County, Florida at O.R. Book 5151, Page 1778 et seq.; and

WHEREAS, the Board of Directors of the Association now desire to further amend the said Wexford West Declaration of Covenants and Restrictions; and

WHEREAS, by authority granted and set forth in Article VII, Section 6 of the said Declaration of Covenants and Restrictions, the Association has the power to amend such Declaration upon an affirmative vote of two-thirds (2/3) of the Board of Directors; and

WHEREAS, the Board of Directors of the Association, at a meeting duly called and held on the 12th day of November, 1995, at which a quorum was present, adopted the following resolution:

RESOLVED, that the Wexford West Declaration of Covenants and Restrictions is hereby amended as follows:

1. Article IV, Section 3(c) of the Declaration is amended to read as follows:

"(c) Maximum Assessment. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the annual assessment for any year. ~~at a lesser amount commencing with the year beginning January, 1983. Also commencing with the year beginning January, 1982 the annual assessment may be increased by a vote of the members, as hereinafter provided.~~"

RETURN TO:

WEXFORD WEST
P.O. Box 473
PALM HARBOR, FL. 34682
wexford.dec

PREPARED BY:
RAYBURN, LAURA, ESQ

9A033412 LAW 11-14-1995 13:18:19
01 DCL-WEXFORD WEST HOMEOWNERS ASSO
RECORDING 1 \$15.00
TOTAL: \$15.00
P CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00

2. Article IV of the Declaration is amended by deleting Section 5 thereof in its entirety as follows:

~~"Section 5. Change in Bases and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods herein specified, the Association may change the maximum and bases of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two thirds (2/3) of the votes, irrespective of the class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and bases of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Corporation and under Article II, Section 2 hereof."~~

3. Article IV of the Declaration is amended by deleting Section 6 thereof in its entirety as follows:

~~"Section 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:~~

~~At the first meeting called, as provided in Sections 4 and 5 hereof, present at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum in any such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meetings shall be held more than sixty (60) days following the preceeding meeting."~~

NOW THEREFORE, the Association hereby amends the Declaration of Covenants and Restrictions as set forth hereinabove.

IN WITNESS WHEREOF, the Wexford West Homeowners' Association, Inc. has caused this instrument to be executed by its duly authorized officers this day and year first above written.

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.

ATTEST:

Patricia J. Simone
Its Secretary

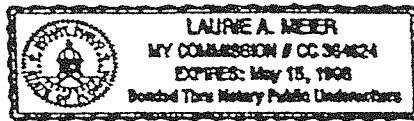
By:

Carl Stikner
President

The foregoing instrument was acknowledged before me this 13th
day of November, 1995, by *Carl Stikner*, and
Patricia Simone who are personally known to me and
who did take an oath.

NOTARY PUBLIC:

Laurie A. Meier
Notary Public
State of Florida at Large
My Commission Expires:



DEC 3, 1997 6:31 AM

PINELLAS COUNTY FLA.
OFF.REC.BK 9922 PG 2543

PREPARED BY AND RETURN TO:
Robert L. Tankel, Esquire
1299 Main Street, Suite F
Dunedin, FL 34698-5333

RECORDING
REC 15.00
DR219
DS
NT
P/C
CERT
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TOTAL 15.00

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST

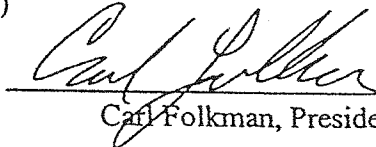
claw
WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions as described in Official Records Book 5151 at Page 1778 of the Official Records of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at the Board meeting held October 15, 1997.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of NOVEMBER, 1997, at Palm Harbor, Pinellas County, Florida.

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.


(SEAL)

By:


Carl Folkman, President

ATTEST:

By:


Dianne Magee, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally Carl Folkman and Dianne Magee, to me known to be the President and Secretary, respectively, of Wexford West Homeowners' Association, Inc. and they jointly and severally acknowledged before me that they freely and

voluntarily executed the same as such officers, under authority vested in them by said corporation.
They are personally known to me or have produced _____ and _____ (type of
identification) as identification. If no type of identification is indicated, the above-named persons
are personally known to me.

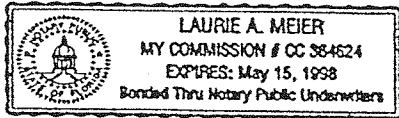
WITNESS my hand and official seal in the County and State last aforesaid, this 20 day of
November, 1997.

Laurie A. Meier

Notary Public

Printed Name: LAURIE A. MEIER

My commission expires:



cnwplwexford\certamd.dec

ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS OF
WEXFORD WEST

It is proposed to add the following language to Article VI, Section 23 of the Declaration. No current language is proposed to be changed:

20. Construction of wall along County Road 1 and payment for construction thereof.

In recognition of the fact that construction of a wall along County Road 1 will benefit the members of the Association, the membership may authorize construction of and payment for a wall as follows:

A. The Board shall obtain estimates for construction to present to the members for consideration. A meeting of the members shall be called in accordance with the By-Laws. A limited proxy shall be included therein as well as a description of the wall and the cost.

B. At the meeting, a quorum shall consist of ^{Forty}~~thirty~~ (40%) percent of the membership present in person or by proxy. Two-thirds (2/3) of the members present and voting, in person or by proxy at a meeting at which a quorum is present shall be required for approval. If a quorum cannot be obtained, the meeting may be recessed without further notice to the members and reconvened within fourteen (14) days, at which time the quorum requirement shall be reduced to thirty (30%) percent of the membership. Only owners of single family detached home lots in Wexford West who are members of the Association shall be counted towards the quorum and be entitled to vote on the issue.

C.. In the event the project is approved, only the owners of single family detached home lots in Wexford West shall be assessed. No owner of a lot in Daventry Square shall be subject to the assessment for the cost of construction. All sums assessed shall be collectible in the same fashion as set forth in Article IV of the Declaration.

Prepared by and Return to:
Robert L. Tankel, Esquire
1299 Main Street, Suite F
Dunedin, Florida 34698

PINELLAS COUNTY FLA.
OFF. REC. BK 9944 PG 382

AFFIDAVIT OF SCRIVENER'S ERROR

01 RECORDING
REC 10.50
DS _____
DST _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 10.50
MDK

Robert L. Tankel, an attorney duly licensed to practice law in the State of Florida, affirms the following under the penalties of perjury:

1. I am Robert L. Tankel, the attorney for Wexford West Homeowners' Association, Inc., and I prepared the Certificate of Amendment to the Declaration of Covenants and Restrictions of Wexford West, which was recorded on December 3, 1997 at Book 9922, Page 2545 of the Official Records of Pinellas County, Florida.

2. The Board meeting was held on October 15, 1997.

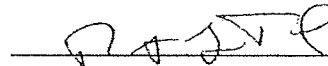
3. Page 3 of the Certificate of Amendment, Paragraph B contains a typographical error. As recorded the first sentence reads as follows:

B. At the meeting, a quorum shall consist of sixty (40%) percent of the membership present in person or by proxy.

It should read:

B. At the meeting, a quorum shall consist of forty (40%) percent of the membership present in person or by proxy.

Attached hereto is a corrected "Adopted Amendment to the Declaration of Covenants of Wexford West."


Robert L. Tankel, Esq.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of December, 1997, by Robert L. Tankel, who is personally known to me or who has produced personally known to me (type of identification) as identification.


Signature of Person Taking Acknowledgment

(NOTARY SEAL)

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

CC586588
Notarial Serial Number



Sharon G. Barnett
MY COMMISSION # CC586588 EXPIRES
September 18, 2000
BONDED THRU TROY FAIR INSURANCE, INC.



Sharon G. Barnett
MY COMMISSION # CC586588 EXPIRES
September 18, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

c:\wp\wexford\aff-scri.ven

| | | |
|------------------------|------------|----------|
| 1C090635 MDK | 12-23-1997 | 16:28:07 |
| 01 AFF-ROBERT L TANKEL | | |
| RECORDING | 1 | \$10.50 |
| TOTAL: | | \$10.50 |
| CHECK AMT. TENDERED: | | \$10.50 |
| CHANGE: | | \$0.00 |

ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS OF
WEXFORD WEST

It is proposed to add the following language to Article VI, Section 23 of the Declaration. No current language is proposed to be changed:

20. Construction of wall along County Road 1 and payment for construction thereof.

In recognition of the fact that construction of a wall along County Road 1 will benefit the members of the Association, the membership may authorize construction of and payment for a wall as follows:

A. The Board shall obtain estimates for construction to present to the members for consideration. A meeting of the members shall be called in accordance with the By-Laws. A limited proxy shall be included therein as well as a description of the wall and the cost.

B. At the meeting, a quorum shall consist of forty (40%) percent of the membership present in person or by proxy. Two-thirds (2/3) of the members present and voting, in person or by proxy at a meeting at which a quorum is present shall be required for approval. If a quorum cannot be obtained, the meeting may be recessed without further notice to the members and reconvened within fourteen (14) days, at which time the quorum requirement shall be reduced to thirty (30%) percent of the membership. Only owners of single family detached home lots in Wexford West who are members of the Association shall be counted towards the quorum and be entitled to vote on the issue.

C.. In the event the project is approved, only the owners of single family detached home lots in Wexford West shall be assessed. No owner of a lot in Daventry Square shall be subject to the assessment for the cost of construction. All sums assessed shall be collectible in the same fashion as set forth in Article IV of the Declaration.

INST # 98-036138
FEB 6, 1998 9:47AM

PINELLAS COUNTY FLA.
OFF.REC.BK 9985 PG 347

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to:

Robert L. Tankel, Esq.

Address:

Robert L. Tankel, P.A.
1299 Main St. Suite F
Dunedin FL 34698-5333

4093475 REF 02-06-1998 09:20:41
01 CTF-WEXFORD WEST HOMEOWNERS ASSO
RECORDING 1 \$15.00

TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00

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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions as described in Official Records Book 5151 at Page 1778 of the Official Records of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at the Board meeting held January 15, 1998.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of January, 1998, at _____, Pinellas County, Florida.

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.

(SEAL)

By: _____

Carl Folkman, President

ATTEST:

By: _____

Dianne Magee, Secretary

RECORDING
REV 15
US
REV
REV
REV
REV
TOTAL 15
2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally Carl Folkman and Dianne Magee, to me known to be the President and Secretary, respectively, of Wexford West Homeowners' Association, Inc. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

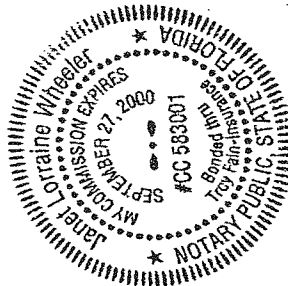
They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 15 day of January, 1998.

Janet Lorraine Wheeler
Notary Public
Printed Name:

My commission expires:

c:\wpl\wexford\certamd2.dec



ADOPTED AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS OF
WEXFORD WEST

Article VII, Section 6 of the Declaration has been amended to read as follows.

Section 6. Amendments. This Declaration of Covenants and Restrictions may be amended with the written consent of the membership. Ten (10%) percent of the membership may petition the Board to present the proposed amendment or the Board may propose an amendment. All amendments shall be submitted to the membership in writing. Approval of amendments shall require at least thirty (30%) percent of the membership responding in writing. Two-thirds (2/3) of the voting interests who respond shall be required to approve the amendment. Any such amendment shall thereafter be recorded in the Public Records of Pinellas County, Florida, and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out therein.

c:\wp\wexford\amend.pro

INST # 99-042174
FEB 10, 1999 10:54AM

9C534633, PINELLAS COUNTY, FL 10181999
CHECK AMT. TENDERED: \$17.00
CHANGE: \$0.00
⑨

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to:

Robert L. Tankel, Esq.

Address:

Robert L. Tankel, P.A.
1299 Main St. Suite F
Dunedin FL 34698-5333

PINELLAS COUNTY FLA.
OFF. REC. BK 10401 PG 116

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions as described in Official Records Book 5151 at Page 1778 of the Official Records of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at a meeting of the membership held on January 12, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 26th day of JANUARY, 1999, Pinellas County, Florida.

RECORDING
REC 19.50
LS _____
INT _____
FMS _____
MTF _____
P/C _____
REV _____

TOTAL 19.50

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.

(SEAL)

By:

Florence Wright
Florence Wright, President

ATTEST:

By:

Gary Kazanecki
Gary Kazanecki, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Florence Wright and Gary Kazanecki, to me known to be the President and Secretary, respectively, of Wexford West Homeowners' Association, Inc. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced A FLORIDA DRIVERS LICENSE and A FLORIDA DRIVERS LICENSE (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day
of JANUARY, 1999.

John C. Gardner
Notary Public
Printed Name:

My commission expires:



John C. Gardner
MY COMMISSION # CC704035 EXPIRES
January 29, 2002
BONDED THRU TROY FAIN INSURANCE, INC

REPRINT STARTS HERE

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

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|----------------------|------------|----------|
| 9C534633 SJW | 02-10-1999 | 10:33:09 |
| 01 CTF-WEXFORD WEST | | |
| RECORDING | 1 | \$19.50 |
| TOTAL: | | \$19.50 |
| CHECK AMT. TENDERED: | | \$19.50 |
| CHANGE: | | \$0.00 |

THANK YOU VERY MUCH

NEXT RECEIPT # IS 9C534634

REPRINT ENDS HERE

**AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS OF
WEXFORD WEST**

The Declaration of Covenants and Restrictions of Wexford West have been amended to add the following language:

Article IV, Section 3, 4, 5, 6, and 8 will be amended to read as follows:

Section 3. Annual and Maximum Assessment

(a) Annual Assessment. After the year beginning January, 1999, there shall be an annual assessment of one hundred ten dollars (\$110.00) per house or vacant Lot payable annually on January of each year. Said assessment shall be paid directly to the Association.

(b) Maximum Assessment. The Board of Directors of the Association may after consideration of current maintenance cost and future needs of the Association, fix the annual assessment for any year at an amount not to exceed 3% greater than the preceding year or at a lesser amount than the preceding year. The Board may also increase the assessment in any year thereafter up to the amount in effect prior to a reduction. Also commencing with the year beginning January, 2000, the annual assessment may be increased by a vote of the members, as hereinafter provided.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described Common Improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority (51%) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may increase the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of a majority (51%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and bases of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Corporation and under Article II, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, present at the meeting of members or of proxies, entitled to cast thirty (30) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Non-Payment of Assessment. If the assessment is not paid on the date when due, than said assessment shall become delinquent and shall, together with such interest thereon and cost collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, personal representative and assigns. All delinquent assessments shall incur a Fifteen Dollar (\$15.00) late fee that shall be added to the assessment.

If the assessment and late fee are not paid within sixty (60) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the lesser of the maximum rate allowed by law or fifteen (15) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and there shall be added to the amount of such assessment, attorney fees, interest, together with the cost of the action.

The Declaration of Covenants and Restrictions of Wexford West have been amended to add the following language as Article VII, Section 3.1; No current language is to be changed:

Section 3.1 Alternative Dispute Resolution: In addition to the other remedies called for herein, the Board of Directors may levy a fine against an owner, not to exceed the amount allowed by law per violation, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, By-Laws, or Rules or Regulations, and a separate fine for each repeat or continued violation, provided however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

ALBANI

Prepared by and return to:

FILE 0/17/2002

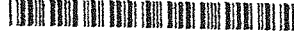
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Jerrold J. Golson, Esq.
1230 S. Myrtle Ave., #105
Clearwater, FL 33756

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RECORDING
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FESS
MTF
MC
BY
TOTAL 15.00

02-084541 MAR- 5-2002 12:13PM
PINELLAS CO BK 11870 PG 1243



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST**

We hereby certify that the attached amendments to the Declaration of Covenants and Restrictions as described in Official Records Book 5151 at Page 1778 of the Official Records of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at the Annual Meeting of the Membership held January 15, 2002.

IN WITNESS WHEREOF, we have affixed our hand this 12th day of February, 2002 at Palm Harbor, Pinellas County, Florida.

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.

{SEAL}

By: Judy Thompson
Judy Thompson, President

ATTEST:

By: Renee Joyner
Renee Joyner, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Judy Thompson and Renee Joyner, both personally known to me and to me known to be the President and Secretary, respectively, of the Wexford West Homeowners' Association, Inc. and they jointly and

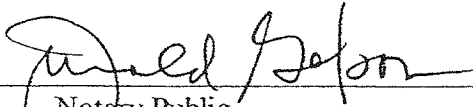
ORIGINAL

2-3

PINELLAS COUNTY FLA.
OFF REC BK 11870 PG 1244

severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

Witness my hand and official seal in the County and State last aforesaid, this 12th day of February, 2002.



Notary Public



Jerrold Golson
Commission # CC 936515
Expires June 28, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

It is proposed to add the following language to Article VI, Section 1. No current language is proposed to be changed.

During any period of need, such as, but not limited to hurricanes, tornadoes and drought, the board may establish a moratorium on the enforcement of any Article and Section of the covenants and restrictions as the board may deem appropriate. Such decision shall state the basis for the decision, be in effect for a definite time period and notice of the action shall be provided to the members.

It is proposed to add the following language to Article VI, Section 2. No current language is proposed to be changed.

When it is deemed desirable and beneficial to the association, the board may approve a request for a variance of the requirements of the covenants and restrictions. The member requesting the variance must secure written approval from four (4) out of six (6) of the following: The two (2) lot owners on each side of the members lot and the two (2) lot owners immediately across the street from the members lot. If this is physically impractical, the (6) nearest lot owners will suffice. After securing such approvals, they shall be forwarded to the board along with the written request for variance and such drawings, details and specifications as needed to clarify the request. The proposed variance may then be reviewed, edited and prepared in final form by the board's legal counsel. All cost of such review shall be borne by the member requesting the variance. After said review, the board may then consider the request on its merits. Approval of the Board must be unanimous. If such request is not approved within sixty (60) days from complete submission, it shall be deemed to be denied. The board shall adopt uniform standards for the process of considering all such applications.

It is proposed to amend Article VI, Section 19 to read as follows:

Section 19, landscaping, lawns and driveways. All dwellings shall maintain natural sodded lawns on a minimum of 60% of the area between the front building line and the sidewalk, from lot line to lot line, excluding the driveway area. The same 60% requirement will apply to the area between the sidewalk and the curb. Unless otherwise improved by the owner, including but not limited to swimming pools, patios, or otherwise permitted improvements, the remainder of the lot not sodded will be mulched and landscaped with vegetative material and maintained in a neat manner free of noxious weeds and evidence of erosion. All dwellings shall maintain cement driveway.

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire

Address:
Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin FL 34698

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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions of Wexford West, as described in Official Records Book 5151 at Page 1778 of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at a meeting of the membership held on January 9, 2006.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of March, 2006 at Pinellas County, Florida.

WEXFORD WEST HOMEOWNERS'
ASSOCIATION, INC.

Witnesses:

Terry B. Lynch
Signature of Witness #1

Terry B. Lynch
Printed Name of Witness #1

Stephen A. Cebula
Signature of Witness #2

STEPHEN A. CEBULA
Printed Name of Witness #2

By: Kevin Poorman President
Kevin Poorman, President

Attest: Art Whalley SECRETARY.
Art Whalley, Secretary

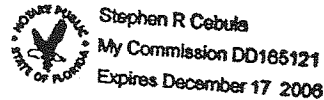
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of March, 2006 by Kevin Poorman and Art Whalley, to me known to be the President and Secretary of WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Fl. Driver Lic and Fl. Driver Lic as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
NOTARY PUBLIC

STEPHEN R. CEBULA
Printed Name of Notary Public

My Commission Expires: 12-17-06



Amendments to the Covenants of the Wexford West Homeowners Association

The following language is to be added to Article VI, Section 7. No current language is to be changed:

SIGNS - Also allowed is a single sign indicating "Home Protection/Security." Such sign shall not exceed 144 square inches per side and shall not have more than two (2) sides.

The following language is to be added to Article VI, Section 8. No current language is to be changed:

PARKING - The definition of a commercial vehicle shall be: All vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, or equipment, tools, ladders, or materials used in a commercial venture. Also any vehicle whatsoever exceeding 10,000 pounds, gross vehicle weight will be considered commercial. All vehicles parked in the subdivision shall be currently licensed.

The following language is to be added to Article VI, Section 12. No current language is to be changed:

TEMPORARY STRUCTURES, FACILITIES, PARKING - The temporary parking period of twenty-four (24) hours will only be permitted once in a seven day period.

The following language is to be added to Article VI, Section 15. No current language is to be changed:

FENCES AND WALLS - On corner lots, no fence shall be erected further from the side building line than sixteen (16) feet, or one half the distance from the side building line to the side lot line whichever is less. No fence shall be erected to height greater than six (6) feet.

The current language in Article VI, Section 17.

WINDOWS - Will be deleted in its entirety and no new language is to be adopted.

The current language in Article VI, Section 22 will be deleted in its entirety and the following new language adopted:

OUTBUILDINGS AND STORAGE FACILITIES - Storage facilities of any type, including those of a temporary nature shall not exceed a "footprint" or base of sixty (60) square feet, nor shall they have a height that exceeds seven (7) feet. No lot shall contain more than one such storage facility. All such storage facilities shall be screened or otherwise hidden by landscaping as to be out of sight from any front or side street.

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire

Address:
Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin FL 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2008104392 04/16/2008 at 03:59 PM
OFF REC BK: 16220 PG: 1665-1667
DocType:RST RECORDING: \$27.00

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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST HOMEOWNERS ASSOCIATION, INC.**


WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Wexford West, as described in Official Records Book 5151 at Page 1778 of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at a meeting of the membership held on January 14, 2008.

IN WITNESS WHEREOF, we have affixed our hands this 3rd day of April, 2008, at Pinellas County, Florida.


Witnesses:


WEXFORD WEST HOMEOWNERS
ASSOCIATION, INC.


Signature of Witness #1

By: 
Kevin L. Poorman, President

STEPHEN N. CEBULA
Printed Name of Witness #1


Signature of Witness #2

Attest: 
Arthur Whalley, Secretary

OPAL D. DIXON
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3rd day of April, 2008, by Kevin L. Poorman and Arthur Whalley, to me known to be the President and Secretary, respectively, of WEXFORD WEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation,

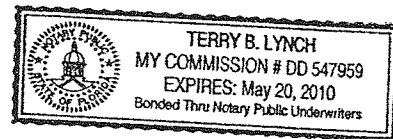
on behalf of the corporation. They are personally known to me or have produced FL DR'S LIC
and FL DR'S LIC as identification, and they acknowledged executing
the same voluntarily under the authority duly vested in them by said corporation. If no type of
identification is indicated, the above-named persons are personally known to me.

Terry B. Lynch
Notary Public, State of Florida at Large

Terry B. Lynch
Printed Name of Notary Public

My Commission Expires:

5-20-2010



**ADOPTED AMENDMENTS TO DECLARATION
OF COVENANTS AND RESTRICTIONS OF
WEXFORD WEST HOMEOWNERS ASSOCIATION, INC.**

The Declaration of Covenants and Restrictions of Wexford West Homeowners Association, Inc. has been amended as follows:

Article VI, Section 2, is amended to add the following language:

Section 2.1 Home-Based Business.

All county zoning regulations must be followed. The existence or operation of a home occupation shall not be apparent or detectible by sight, sound, or smell from the exterior of the structure upon the lot. The activity shall not increase traffic in Wexford West, and no pickup or delivery of products shall be allowed. Vehicles present related to the business must be parked in the appropriate driveway. Under NO circumstances will parking for a home-based business be allowed on any street, curb or grass area in Wexford West. Any such vehicles must also comply with Article VI, Section 8 of the Wexford West Covenants. The activity shall not increase the insurance premium paid by the Association nor affect the ability of the Association to obtain insurance coverage. No more than two (2) persons may work for the business. There shall be no door-to-door solicitation within Wexford West in connection with the activity. The activity shall be consistent with the residential use and character of the community, and shall not constitute a nuisance or hazardous or offensive use of the Unit. The activity shall not threaten the security or safety of other residents in Wexford West. The owner of the unit shall secure prior written permission of the Board of Directors and, where required, secure a valid county permit for a home occupation prior to applying to the Board for such approval. The Board may adopt procedures and criteria to be used for consideration of applications for business activity within the residential dwellings subject to the Declaration.

Article VI, Section 7, is amended to add the following language:

Section 7. Signs.

Signs advertising Open House events are allowed only on the day of the event and must be removed promptly after the open house. Signs left longer than twenty-four (24) hours shall be removed. Yard sale signs may be placed at the three (3) main entrances on the day of the yard sale. The sign must contain the address of the sale, the day of the sale, and the hours of the sale. Signs left longer than twenty-four (24) hours will be removed and discarded. Under no circumstances may signs be affixed to trees, existing signs, or signposts. Signs posted in this manner will be removed. Commercial advertising signs such as those advertising services or real estate outside Wexford West are not permitted and will be removed.

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire
Address:
Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin FL 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions of Wexford West Homeowners Association, Inc., as described in Official Records Book 5151 at Page 1778-1791, *et seq.*, of Pinellas County, Florida, were duly approved in the manner required by the Declaration of Covenants and Restrictions at the annual meeting of the membership held on January 12, 2010.

IN WITNESS WHEREOF, we have affixed our hands this 18 day of MARCH, 2010, at Pinellas County, Florida.

Witnesses:

Carl R. Olson
Signature of Witness #1

CARL R. OLSON
Printed Name of Witness #1

Barbara Olson
Signature of Witness #2

Barbara Olson
Printed Name of Witness #2


WEXFORD WEST HOMEOWNERS
ASSOCIATION, INC., a Florida-not-
for-profit corporation

By: [Signature]
Kevin L. Poorman, President

Attest: [Signature]
Arthur Whalley, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2010, by Kevin L. Poorman and Arthur Whalley, to me known to be the President and Secretary, respectively, of WEXFORD WEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FLORIDA DL and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



Notary Public, State of Florida at Large

JOE BROADUS

Printed Name of Notary Public

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Joseph M. Broadus
Commission # DD882211
Expires: APR. 20, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[SIGNATURE PAGE TO AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF WEXFORD WEST HOMEOWNERS ASSOCIATION, INC.]

ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WEXFORD WEST HOMEOWNERS ASSOCIATION, INC.

1. It is adopted to amend Article VI, Section 19 of the Declaration to read as follows (deletions indicated by ~~strikeout~~; additions indicated by underlining):

~~Section 19. Landscaping, Sodding and Driveways. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the lot along the edge of all road right-of-ways and a basic shrubbery planting across the front of the house.~~

Section 19. Landscaping, Lawns and Driveways. Unless otherwise improved by the owner, including but not limited to swimming pools, patios, driveways, walkways or otherwise permitted improvements, the remainder of the lot not sodded will be landscaped with a combination of "Florida friendly" plants and mulch. Information on "Florida friendly" plants is available from Pinellas County Extension Service. All lawn and landscape areas will be maintained in a neat manner, free of noxious weeds, vermin, and evidence of erosion.

That area of the lot between the front building line and the sidewalk will be limited to a maximum of three (3) trees. The same maximum of three (3) trees will apply to the area between the sidewalk and the curb. These same areas shall not allow vegetation to attain such height or density as to affect the health and growth of a neighbor's lawn or landscape. All vegetation will be pruned so as not to impede pedestrian use of sidewalks. Hardscape materials, i.e. products of stone, cement, or similar makeup, are optional within the "Florida friendly" landscape. Hardscape items such as fountains, statues, sculptures, or other objects shall be limited to be not more than four (4) feet in height.

All dwellings shall maintain a driveway of board-approved pavers or concrete.

**CERTIFICATE OF AUTHENTICITY
AS TO THE
ARTICLES OF INCORPORATION AND BY-LAWS
OF
WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the attached Exhibit "1" constitutes a true and correct copy of the Articles of Incorporation of Wexford West Homeowners' Association, Inc. and the attached Exhibit "2" constitutes a true and correct copy of the By-Laws of Wexford West Homeowners' Association, Inc., as same may have been amended from time to time.

WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. is the Homeowners Association organized for the purpose of administering a development commonly referred to as Wexford West in Pinellas County, Florida, in accordance with that certain Declaration of Covenants and Restrictions of Wexford West, originally recorded in O.R. Book 5151, Page 1778 et seq. of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, David McGerald, as President, and Gayle Lawrence, as Secretary, of WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 3rd day of June, 2015.

Two Witnesses as to
President:

Colleen Loughran
Witness Signature

Colleen Loughran
Witness Printed Name

Tiffany A. Grant
Witness Signature

Tiffany A. Grant
Witness Printed Name

WEXFORD WEST
HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
David McGerald, as President

Attest:
[Signature]
Gayle Lawrence, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared David McGerald and Gayle Lawrence, to me known to be the President and Secretary, respectively, of WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of June, 2015.



My Commission Expires:

COLLEEN LOUGHRAN
MY COMMISSION # EE 218319
EXPIRES: July 22, 2016
Bonded Thru Budget Notary Services

Colleen Loughran
Notary Public
State of Florida

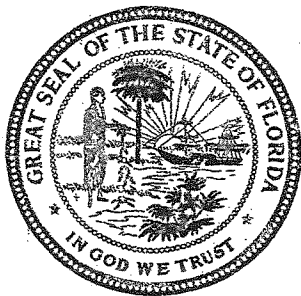
State of Florida



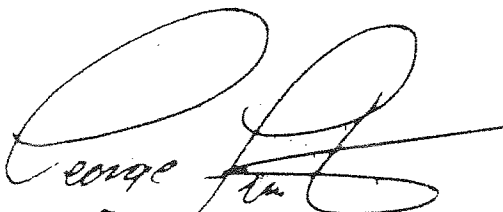
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on January 16, 1981, as shown by the records of this office.

The charter number for this corporation is 755930.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of January, 1981.


Secretary of State

ARTICLES OF INCORPORATION
OF
WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

FILED
JAN 16 11 15 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation (hereinafter called the Association) is WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC., its registered office is 1155 U. S. 19 North, Palm Harbor, Florida, and the Registered Agent is David Browder, Jr., Suite 183-E, 300 South Duncan Avenue, Clearwater, Florida.

ARTICLE II

The primary purpose for which this Association is formed is to provide for the maintaining and administering of the common lands and improvements, and administering and enforcing the covenants and restrictions in collecting and dispersing the assessments and charges created in the declaration of covenants and restrictions to be recorded concerning Wexford Leas, Unit 3, and any additions to the property which are described in the recorded declaration of the covenants and restrictions for Wexford Leas, Unit 3 or as are described in the recorded restrictions as "additions to the property", and to promote the health safety and welfare of the residents within the above described subdivision and such additions thereto as may be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have the power:

- (a) Perform all of the duties and obligations of the Association

as set forth in WEXFORD WEST Declaration of Covenants and Restrictions (the declaration) applicable to the subdivisions and to be recorded in the Public Records of Pinellas County, Florida;

(b) Affix, levy, and collect, and enforce payment by any lawful means, of all charges and assessments pursuant to the terms of the declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association.

(c) Acquire (by gift, purchase, or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) Borrow money and, subject to the consent by vote or written instrument of 75% of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common improvements to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of the members, agreeing to such dedication, sale, or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property or common areas, provided that any merger, consolidation, or annexation shall have the assent by vote or written instrument of two-thirds of the members;

(g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------|---|
| RICHARD D. BERNSEE | 1155 U. S. 19 North Palm Harbor, Florida 33563 |
| MABEL R. CHERESINI | 1155 U. S. 19 North Palm Harbor, Florida 33563 |
| PERRY J. READER | 1155 U. S. 19 North Palm Harbor, Florida 33563 |

ARTICLE VI

The affairs of the Association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members.

The names of the officers who are to serve until the first election are:

| <u>NAME</u> | <u>OFFICE</u> |
|--------------------|---------------------|
| RICHARD D. BERNSEE | President |
| PERRY J. READER | Vice President |
| MABEL R. CHERESINI | Secretary-Treasurer |

ARTICLE VII

The number of persons constituting the first board of directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election are:

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------|---|
| RICHARD D. BERNSEE | 1155 U. S. 19 North Palm Harbor, Florida 33563 |
| PERRY J. READER | 1155 U. S. 19 North Palm Harbor, Florida 33563 |
| MABEL R. CHERESINI | 1155 U. S. 19 North Palm Harbor, Florida 33563 |

ARTICLE VIII

The bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of the members existing at the

time of and present at such meeting except that the initial bylaws of the Association shall be made and adopted by the board of directors.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a two-thirds majority of the members existing at the time of, and present at such meeting.

ARTICLE X

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

Class A. Class A members shall be those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

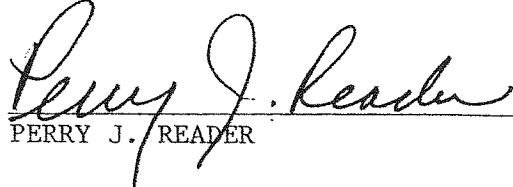
Class B. Class B members shall be the Developer. The Class B member shall be entitled to five votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XI

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

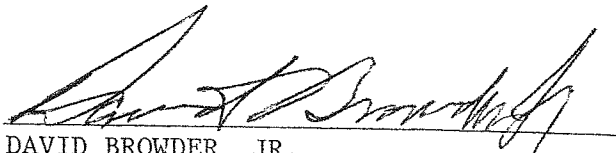
Executed at Dunedin, Florida, on DEC. 29th, 1980.


RICHARD D. BERNSEE


PERRY J. READER


MABEL R. CHERESINI

I, DAVID BROWDER, JR., hereby accept the designation as Registered Agent.



DAVID BROWDER, JR.

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME personally appeared RICHARD D. BERNSEE, PERRY J. READER, MABEL R. CHERESINI, and DAVID BROWDER, JR., to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of December 1980.


NOTARY PUBLIC
State of Florida at Large

My commission expires: 6-10-84

BYLAWS OF
WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

A NONPROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at 1155 U. S. Highway 19 North, Palm Harbor, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the board of directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Wexford West Homeowners' Association, Inc., its successors and assigns.

Section 2. "Common Improvements" shall mean those improvements on the land as constructed by the Developer and or Association for the enhancement and protection of The Property or to meet the governmental requirements placed on the Property.

Section 3. "Declarant" shall mean and refer to Scarborough Constructors, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from declarant for purposes of development.

Section 4. "Declaration" shall mean and refer to the Wexford West Declaration of Covenants and Restrictions.

Exhibit "2"

Section 5. "Lot" shall mean any plot of land shown on the recorded subdivision plat of The Property. Lot shall also include the residence located thereon when a residence has been constructed on the Lot.

Section 6. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 8. "Subdivision" shall mean and refer to that certain tract of real property described in the declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the declaration.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the Association or not later than 30 days after 75 percent (75%) of the lots have been sold, whichever first occurs. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth of all votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 but not more than 30 days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the declaration, the Articles of Incorporation, or these bylaws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary not later than 24 hours prior to the meeting at which they are to be effective. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE IV. BOARD OF DIRECTORS -
TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a board of five directors who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years, and three directors for a term of three years; at each annual meeting thereafter, the members shall elect directors for a term of three years.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF DIRECTORS - NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the board of directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the board of directors and two or more members of the Association. The committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. BOARD OF DIRECTORS - MEETINGS

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

ARTICLE VII. BOARD OF DIRECTORS - POWERS AND DUTIES

Section 1. Powers. The board of directors shall have power to"

(a) Adopt and publish rules and regulations governing the use of the common improvements.

(b) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the declaration, Articles of Incorporation, or by other provisions of these bylaws;

(c) Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three consecutive regular meetings of the board of directors; and

(d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half of the Class A members entitled to vote thereat;

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(c) As more fully provided in the declaration, to:

(1) Fix the amount of the annual assessment against each lot at least 45 days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least 45 days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within 60 days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the common improvements to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a president and vice president, who shall at all times be members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein,

the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall cosign all checks and promissory notes.

(b) Vice president. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and

promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX. COMMITTEES.

The board of directors shall appoint an architectural review board, as provided in the declaration, and a nominating committee as provided in Article V of these bylaws. In addition, the board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS.

As more fully provided in the declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within 60 days after the due date, the assessment bears interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his lot.

ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WEXFORD WEST HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIV. AMENDMENTS

These bylaws may be amended, at a regular or special meeting of members, by vote of two-thirds majority of a quorum of members present in person or by proxy.

ARTICLE XV. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control; in the case of any conflict between the declaration and these bylaws, the declaration shall control.

| WEXFORD LEAS – UNIT 3 | |
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| <u>Legal Description of Properties Subject to Declaration</u> | |
| HAJVERT, STEPHEN J. | Lot 1, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| POET, KAREN R. | Lot 2, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| POORMAN, DEBORRA M. and KEVIN L. | Lot 3, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SMITH, ARLENE S. | Lot 4, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| HEAL, ROBERT M. and PATSY J. | Lot 5, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SALKOVITZ, DIANE | Lot 6, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SALSER, KEVIN and LAURIE | Lot 7, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| INGRAM, TERRY W. and KATHERINE E. | Lot 8, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| CLARK, ROBERT W. | Lot 9, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SANFILIPPO, CLEMENT and SANDRA | Lot 10, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| DEMOS, JOSEPH A. and MCKENZIE, LAURA P. | Lot 11, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| STANLEY, ELIZABETH JEAN | Lot 12, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| ALESSI, JOHN C. and CAROL L. as Trustees of the JOHN C. ALESSI and CAROL L. ALESSI LIVING TRUST AGREEMENT | Lot 13, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| WUTHRICH, LAWRENCE G. | Lot 14, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| LOPEZ, WALDO J. and MORERA, GILDA | Lot 15, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SMITH, DAVID P. II | Lot 16, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| PAYNIC, MARY I and CHRISTOPHER J. | Lot 17, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SPERBER, CATHERINE MARIE ZOLLER and MICHAEL A. | Lot 18, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| BRATTEIG, THOMAS E. and CAROLE J. | Lot 19, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| BRADY, ALLISON A. | Lot 20, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SANCHEZ, DENNIS R. and JACLYN L. | Lot 21, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| HIPPS, LUTHER J. JR. | Lot 22, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| GALLAGHER, RONALD J. and CARRIE A. | Lot 23, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MERKAJ, ARANIT and XHULJETA | Lot 24, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |

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| AMERICANOS, DENISE C. Lot 25, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MASINO, JOSEPH J. JR. Lot 26, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| COBOS, ESPERANZA Lot 27, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| GOLDING, PETER MICHAEL and PATRICIA as Trustees of the GOLDING FAMILY TRUST Lot 28, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| PERDOMO, CARMEN M. Lot 29, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| WALKER, MARK A. Lot 30, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| WILZUCH, RICHARD D. and ANNA E. Lot 31, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| RHODES, KEITH and AMANDA L. Lot 32, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| PAPUGA, JOHN T. and LINDA A. Lot 33, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| LUBESKY, STANLEY C. and LINDA J. Lot 34, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| FOY, EDWARD J. JR. and SUSAN M. Lot 35, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MASON, RICHARD H. JR. and CHRISTINA A. Lot 36, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| BARTHEL, BRANDON and DEANNA Lot 37, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| GATTEN, JOHN T. Lot 38, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| PERRO, VICTORIA and DENSMORE, MARY ELIZABETH Lot 39, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| LENOX, JAMES T. JR. and GENEVIEVE E. Lot 40, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| WILLIAMS, JOE D. and BOBBIE D. Lot 41, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| HOOS, ROBERT O. III and HOLLY, CYNTHIA Lot 42, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| PENACHIO, WALTER J. and CHIYEEN Lot 43, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| JOYNER, JOHN R. and RENEE M. Lot 44, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| HARTFIELD, MICHAEL and JOSEPHINE Lot 45, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| POLICH, LOUIS F. and JOAN N. Lot 46, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| ENNIS, JAMIE S. and SHELLY R. Lot 47, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| ALIPIEV, DIMITUR D. Lot 48, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| LOZEAU, WILLIAM V. and JENNIFER Lot 49, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |

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| COLEMAN, MICHAEL B. and CRAWFORD, JACQUELINE S. Lot 50, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| COLFIN AH-FLORIDA 6, LLC Lot 51, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| RYS, JULIE CARLEEN Lot 52, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| OVERBY, JAMES P. and PATRICIA M. Lot 53, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| TURGEON, STEPHEN P. and DONNA J. Lot 54, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| RAUB, KRISTIN Lot 55, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| HOLLAND, RICHARD C. and LINDA S. Lot 56, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| BRADHAM, WILLIAM B. and TERRI L. as Trustees of the WILLIAM B. BRADHAM AND TERRI L. BRADHAM REVOCABLE TRUST Lot 57, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MOSS, KELLI L. Lot 58, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MENKEN, JOHN W. and LINDA K. Lot 59, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SHEEHAN, ROBERTA M. Lot 60, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MATTIS, NICK and PAMELA Lot 61, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| JOHNSON-GEARHART, CONNIE A. Lot 62, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| DANIELS, KIMBERLIE S. and MARTIN C. Lot 63, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| GRATZER, CONSTANCE S. Lot 64, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SHEARD, EVELYN P. Lot 65, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| KELLEY, JAMES M. and BONNIE S. Lot 66, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| DENETTE, ROBERT R. and JULIE A. Lot 67, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| MICHALEC, DANIEL F. and MARILYN Lot 68, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| PALONDER, DOUGLAS A. and MARGARET L. Lot 69, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| CHESTER, ROBERT C. and NORINE Lot 70, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| SCHNEIDER, HERBERT H. and SHARON E. Lot 71, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| KOCH, ROB and DIANE Lot 72, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
| ZIVKOVIC, MLADEN M. and LAUREN A. Lot 73, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida |
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AFSHAR, SHERRY L.

Lot 74, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

RECEL, KENAN and SUKRAN

Lot 75, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

KROLIN, EDWARD JR. and ELEANOR

Lot 76, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

REIDY, ROBERT J.

Lot 77, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

RITTENHOUSE, JERRY J. and DEBORAH A.

Lot 78, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

REYNOLDS, CHRISTINA R. and PHILIP

Lot 79, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Lot 80, WEXFORD LEAS UNIT 3, according to the Plat thereof, recorded in Plat Book 82, Pages 96 and 97, Public Records of Pinellas County, Florida

| WEXFORD LEAS – UNIT 4A | |
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| <u>Legal Description of Properties Subject to Declaration</u> | |
| HATZAKIS, VASILIKI | Lot 1, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| HOFFMAN, GEORGE M. | Lot 2, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| JENNINGS, JANICE R. | Lot 3, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| LULAJ, MARK and LULJETA | Lot 4, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| MOTRY, EVELYN J. | Lot 5, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| U.S. BANK NATIONAL ASSOCIATION as Trustee for BEAR STEARNS ASSET BACKED SECURITIES 2005-AC6 | Lot 6, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| LAWTON, THOMAS E. JR. and JORI C. | Lot 7, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| BOYLE, RONALD M. and BOBBIE H. | Lot 8, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| RINGLE, ROBERT D. and MARGARET M. | Lot 9, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| HILL, DANIEL J. and MEGHAN M. SIRAGUSA | Lot 10, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| MCGERALD, DAVID X. | Lot 11, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| WEST, ALAN R. and ANDREA V. | Lot 12, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| BENNETT, ADAM E. and VICKI V. | Lot 13, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| LAZAR, JOHN L. JR. and SANDRA L. | Lot 14, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| HOUSE, MICHAEL A. and DYKZEUL, ANNA M. | Lot 15, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| FAULKNER, PETER H. | Lot 16, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| LUTTMANN, MICHAEL A. and DIANE M. | Lot 17, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| STERN, THOMAS and ALVAREZ, ROSALYN | Lot 18, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| DUGA, JOANNE and DUGA, PETER | Lot 19, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| HARGIS, DON E. JR. and DEBBIE F. | Lot 20, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| OLSON, DEBORAH ANN | Lot 21, Lot 19, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| ANDERSON, JON J. and JANET M. | Lot 22, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| BRUMMER, NANCY P. | Lot 23, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| FITZPATRICK, MICHAEL J. and CYNTHIA L. | Lot 24, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |

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| LEMONIAS, JOHN M. and LYNN M. Lot 25, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| KELLER, BRYAN S. and RONALD J. and HELEN M. Lot 26, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| MONTEFIORE, BRIAN T. and JOYCE S. Lot 27, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| BRANNON, JOSEPH and CHERYL Lot 28, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| REIDY, ANTHONY O. and JANA C. Lot 29, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| MATTHEWS, PHILIP J. and AMY M. Lot 99, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| ROSE, GREGG N. and JANICE S. Lot 100, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| DENSLER, JASON and SERRABELLA, DANA Lot 101, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| MACARIO, SARAH A. Lot 102, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| WILKOS, STANLEY J. and JEANETTE A. Lot 103, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| LAGOS, KONSTANTINOS M. and MARIA and MARKOS Lot 104, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| LITCHFIELD, JOHN G. Lot 105, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| CHAMBERS, SCOTT R. and MARIA M. Lot 106, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |
| FARIS, MARLENE J. Lot 107, WEXFORD LEAS UNIT 4A, according to the Plat thereof, recorded in Plat Book 85, Pages 30 through 32, Public Records of Pinellas County, Florida |

| WEXFORD LEAS – UNIT 4B | |
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| <u>Legal Description of Properties Subject to Declaration</u> | |
| HOWE, FRED O. and LAURIE | Lot 30, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WINTERS, CHARLES W. and BERNADINE and CHARLES L. WINTERS | Lot 31, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| BRADY, HARRY and JENNIFER | Lot 32, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| BARBETTA, NANCY L. | Lot 33, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| DUNHAM, CRAIG T. | Lot 34, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| LEENES, ROELAND and PATRICIA STEVENSON | Lot 35, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| REED, MICHAEL and CHERYL | Lot 36, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| DESAUTELS, LOUIS R. and LORRAINE L. | Lot 37, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| MEIERS, JAMES A. and MEGAN T. | Lot 38, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| MURPHY, DARCY | Lot 39, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| THOMAS, TOMMY L. and KAREN D. | Lot 40, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| HENIS, MARY, Trustee of the MARY HENIS REVOCABLE TRUST AGREEMENT dated December 12, 1012 | Lot 41, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| DITTMAR, LORRAINE H. | Lot 42, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| ANDERSON, SHIRLEY A. | Lot 43, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| PITMAN, FULTON ALLEN and KELLY | Lot 44, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| COBOURNE, RALPH DUNCAN and JULIE | Lot 45, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| KAKALIS, SOTIRIOS A. | Lot 46, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WILMINGTON SAVINGS FUND SOCIETY FSB, Trustee for the PRIMESTAR H FUND I TRUST | Lot 47, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| HARRIS, ALEX KEITH and MELISSA R. | Lot 48, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WALKER, RICHARD D. and KELLY J. | Lot 49, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WEILER, ALAN M. and SANDY A. | Lot 50, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| SACKEL, SHANE J. and BRANDY D. | Lot 51, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| INTIHAR, KATIE M. and JEFFREY C. DILLON | Lot 52, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WHITE, STEWART T. | Lot 53, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |

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| LANGE, WILLIAM A. and LOUISE M. Lot 54, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| GOLSON, JERROLD and DONNA S. Lot 55, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| BOYLE, DAVID R. and TONI L. Lot 56, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WOODLEY, CHRISTEN M. Lot 57, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| OLSON, CARL R. and BARBARA Lot 58, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| SNYDER, GINGER R. Lot 59, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| EAGLETON, JOHN F. and NANCY C. Lot 60, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| HALL, JOHN H. and CHRISTINE A. Lot 61, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WAGNER, KENNETH ALBEN WARREN Lot 62, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| RADD, CHESTER and THERESA Lot 63, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| MC CAFFREY, JOHN T. and DIANA S. Lot 64, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| REPPIN, JAMES A. and PAULA W. Lot 65, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| DE FILIPPO, LINDA S. and BETH ANN FAULKNER Lot 66, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| BURGE, DEBORAH J. Lot 67, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| GARRITY, MICHAEL P. Lot 68, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WALCZYKIEWICZ, JOHN E. and SARA B. Lot 69, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| VAUGHAN, ROGER T. and LOIS A. ORLANDO-VAUGHAN Lot 70, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WIDMER, ROBERT B. and GAIL E. Lot 71, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| ALVORD, GREGORY I. and DEBORAH E. Lot 72, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| MEGLA, MERVAT Lot 73, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| ZWEIG, LISA Lot 74, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| MC GREEVY, NANCY L. Lot 75, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| HARDY, RODGER SCOTT II Lot 76, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| BROTMAN, DENNIS B. and MARY K. BROTMAN, Trustees of the DENNIS B. BROTNAM AND MARY K. BROTMAN TRUST AGREEMENT dated April 15, 2014 Lot 77, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
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| CLARK, TODD E. and GAIL Lot 78, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| INVESTORS LAND TRUST SERVICES, LLC, Trustee of the TRUST NO. 921 dated September 15, 2013 Lot 79, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| PESCE, JOSEPH A. and JUDITH A. Lot 80, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| SMITH, WENDELL M. and JONELL M. Lot 81, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| STEVENS, ROBERT A. Lot 82, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| BUKAS, DAVID A. Lot 83, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| MORROW, THOMAS L. and GAIL L. MORROW, Co-Trustees of the THOMAS & GAIL MORROW REVOCABLE TRUST dated March 7, 2014 Lot 84, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| HUBBELL, DAVID B. and LINDA S. Lot 85, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| NIERATKO, PATRICK N. and JUDY L. Lot 86, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| GOLDEN, RICHARD E. and TRACY L. Lot 87, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| WHITMAN, DANIEL B. and CHRISTINA ALBERT Lot 88, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| GOMEZ, GERALDO H. and LUISA O. Lot 89 WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| HUBBARD, JASON P. and HEATHER L. DABBS Lot 90, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| SMITH, EDWARD B. and YVONNE B. and JASON E. SMITH Lot 91, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| AMMONS, MARK E. and LORI L. Lot 92, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| CORRIDONI, JOHN P. and DEBRA A. Lot 93, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| IANNELLA, ALBERTINA Lot 94, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| THOMPSON, WES E. Lot 95, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| SNYDER, RAYMOND E., JR and ROBERTA E. Lot 96, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| PONEPINTO, JOSEPH W. Lot 97, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |
| CARBONE, PAUL and SUSAN Lot 98, WEXFORD LEAS UNIT 4B, according to the Plat thereof, recorded in Plat Book 87, Pages 99 and 100, Public Records of Pinellas County, Florida |

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-106

July 22, 2015

Tiffany A Grant, Esq.
Cianfrone, Nikiloff, Grant,
Greenberg & Sinclair, PA
1964 Bayshore Blvd, Suite A
Dunedin, FL 34698

Re: **Wexford West Homeowners' Association, Inc.**

Dear Ms. Grant:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Wexford West Homeowners' Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Exhibit "C"

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

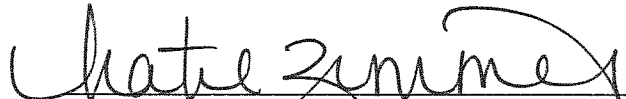
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 23rd day of July 2015.



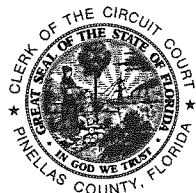
Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Tiffany A Grant, Esq.
Cianfrone, Nikiloff, Grant,
Greenberg & Sinclair, PA
1964 Bayshore Blvd, Suite A
Dunedin, FL 34698

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning



Transaction #: 3117706
 Receipt #: 2875321
 Cashier Date: 7/30/2015 9:22:22 AM
 (CLKDU10)



Print Date:
 7/30/2015 9:22:44 AM


(727) 464-4876

| Customer Information | Transaction Information | Payment Summary |
|--|--|--|
| (3010001290) CIANFRONE, NIKOLOFF, GRANT, GREENBERG & SINCLAIR, PA 1964 BAYSHORE BOULEVARD SUITE #A DUNEDIN, FL 34698 Escrow Balance: \$126.38 | Date Received: 7/30/2015 Source Code: Clearwater Q Code: Clearwater Pick Up Return Code: Over the Counter Trans Type: Recording Agent Ref Num: | Total Fees \$1061.00 Total Payments \$1061.00 |

1 Payments


| | |
|--|-----------|
|  CHECK 031140 | \$1061.00 |
|--|-----------|

1 Recorded Items

| | | |
|--|---|----------|
|  (RST) RESTRICTIONS | BK/PG: 18868/1356 CFN: 2015215056 Date: 7/30/2015 9:22:00 AM From: HAJVERT STEPHEN J To: WEXFORD WEST HOMEOWNERS ASSOCIATION INC | |
| Recording @ 1st=\$10, Addtl=\$8.50 ea. | 87 | \$741.00 |
| Indexing @ 1st 4 Names Free, Addtl=\$1 ea. | 324 | \$320.00 |

0 Search Items

1 Miscellaneous Items

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|---|
|  (AGENTTRANSMITTAL/MISC) AgentTransmittal/Misc |
|---|