

**DECLARATION
OF THE COVENANTS, CONDITIONS and Restrictions
FOR
NORTH RIDGE**

INCLUDING AMENDMENTS ADOPTED IN 1986 AND 2005
(Current and Preserved for 30 years as of April, 2013)

This Declaration, made on the date hereinafter set forth by U.S. Home Corporation, a Delaware authorized to do business in the State of Florida, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Pinellas, State of Florida, which is more particularly described as:

A tract of land laying in the Southwest $\frac{1}{4}$ of Section 17, Township 28 South Range 16 East, Clearwater, Pinellas County, Florida and being more particularly described as follows:

Begin at the Southwest corner of said Section 17: thence s 89° 57' 02" E, along the South line of said Section 17, for 1335.14 feet to a point on the westerly line of the plat of COUNTRYSIDE – TRACT 58 as recorded in Plat Book 80 Pages 30 and 31 of the Public records of Pinellas County, Florida: thence along said line the following three (3) courses: 1) thence N 00° 29' 43" W, for 667.28 feet: 2) thence S 89° 55' 27" E, for 333.73 feet: 3) thence N 00° 30' 04" W, for 667.07 feet to a point on the South line of the Plat of COUNTRYSIDE TRACT 90 PHASE I as recorded in Plat Book 82, Pages 57 through 59 of the Public Records of Pinellas County, Florida: thence along the southerly and westerly line of the said plat the following six (6) courses 1) N 89° 51' 43" W for 0.91 feet: 2) thence N 00° 08' 17" E, for 100.00 feet to the radial intersection with the arc of the curve concave to the South: 3) thence westerly along the arc of said curve having a radius of 924.28 feet and central angle of 00° 37' 22", for 10.04 feet: 4) thence N 00° 25' 17" W for 580.08 feet to a point on the southerly right-of-way line of Curlew Road (S.R.586), also being the intersection with the arc of a curve concave to the North said intersection having a radial bearing of S 00° 35' 03" W. thence westerly along the arc of said curve having a radius of 1969.86 feet and a central angle of 13° 43' 07", for 471.65 feet to a point on the North line of the Southwest $\frac{1}{4}$ of Section 17: thence N 89° 50' 40" W, along said North line for 523.77 feet to the East line of the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ Section 17: thence S 00° 27' 26" E. for 2,654.73 feet: thence N 89° 57' 02" W. along a line lying 15.00 feet northerly from and parallel to the South line of Section 17, for 667.56 feet to a point on the West line of Section 17: thence S 00° 25' 08" E. along the West line

of Section 17 for 15.00 feet to the POINT of BEGINNING, and contains 55.95 acres, more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to COUNTRYSIDE NORTH RIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one of more persons or entitled of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Declarant" shall mean and refer to U.S. Home Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Each Owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than

one person holds an interest in any Lot, all such persons shall be members. The vote for such a Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- a) when the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership or
- b) on January 1, 1988

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the properties, hereby covenants and each Owner of any lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charge and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and the improvements and maintenance of the decorative entranceways and wells and sprinkler system used to maintain the entranceways to the Subdivision known as North Ridge.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be \$102.50 per Lot per year.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to and Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, maintenance, repair or replacement of the decorative entranceways to the NORTHRIDGE Subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) day nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or any proxies entitles to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates, The annual assessments provided for herein shall commence as to all Lots of the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage, the lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action at law or in equity to enforce the provisions of this Declaration except against Declarant, the Association shall be entitled to recover its reasonable attorney's fees and costs.¹

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

¹ Article IV, Section 1 was amended in 1986 to add the final sentence reading: "In any action at law or in equity to enforce the provisions of this Declaration except against the Declarant, the Association shall be entitled to recover its reasonable attorney's fees and costs."

Section 4. Amendment by Declarant. Until the closing of all lot sales, the Developer specifically reserves the right, without the joiner of any person or other legal entity, to make amendments to this Declaration and its exhibits, or in the plan of development, as may be required by any lender, governmental authority, or as may be in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No amendment shall be made pursuant to this paragraph that shall in any way impair the security or priority of an institutional first mortgagee.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of declaration of this declaration of Covenants, conditions and restrictions.

ARTICLE V USE RESTRICTIONS

1. Residential Use.

All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot as shown in the Subdivision, except that more than one Lot may be used for one dwelling, in which event, all restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat, or as reserved in paragraph 4 of this article.

2. Structures.

No Structure shall be erected nearer than twenty-five (25) feet from a Front Street Line or Side Street or nearer than six (6) feet from a Side Yard Line, provided, further, that the aggregate set back from both Side Yard Lines must equal at least fifteen (15) feet. From a Rear Yard Line: provided that a swimming pool may not be located in the Front Yard of any Lot. The term "Structure" shall have to meaning given by the City of Clearwater Zoning Code in effect as of the date of recording these Restriction. The terms "Side Yard Line", "Rear Yard Line:", "Front Street Line" and "Side Street Line: are as used in Exhibit A attached hereto and incorporated herein by reference.

3. Dwellings.

No dwelling shall have a square foot area of less than one thousand eight hundred (1,800) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath" for the purpose of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. No dwelling shall exceed twenty-five (25) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. A shrubbery planting shall be in front of each dwelling and the initial size of new trees and shrubs planted or placed at the time of construction of such dwelling shall be in compliance with the Minimum Property Standards of the Department of Housing and Urban Development in effect as of the date of recording these Restrictions, and all landscaping plans shall be approved in advance in writing by the Developer to insure proper aesthetic appeal through the community.

4. Easements.

Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to the Developer and the City of Clearwater in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement area), and the Developer and the City of Clearwater each shall have the right to convey such easements on an exclusive or nonexclusive basis to any person, corporation, or governmental entity. Neither the easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such easement areas, or to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them, within easement areas, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any easement areas, or which may reduce the size of any water retention areas constructed by the Developer in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on Plat, the Developer shall have the right but without any obligation imposed

thereby, to alter or maintain drainage facilities in such areas, including slop control areas.²

5. Use of Accessory Structures.

Other than the dwelling and its attached garage, no tent, shack, barn, utility shed, or building shall, at any time be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose: provided, however, temporary buildings mobile homes or field construction offices may be used by contractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Subdivision. "Notwithstanding the foregoing, a vinyl plastic composite shed may be kept if not higher than 6 feet, as approved in advance, in writing, by the Board of Directors".³

6. Commercial Uses and Nuisances.

No trade, business profession or other type of commercial activity shall be carried on any Lot, except that real estate brokers, Owners and their agent may show the dwelling in the subdivision for sale or lease: nor shall anything be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Subdivision recognizes that the Developer, its agent or designated assigns, has the right to (i) use Lots and houses erected thereon for sales offices, and (ii) maintain florescent lighted or spotlighted furnished models homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. The Developer's under the preceding sentence shall terminate on January 1, 1988 unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pinellas County, Florida. It is the express intention of this paragraph that the rights granted the Developer to maintain sales offices, general business offices and model homes shall not be restricted or limited to the Developer's sales activity relating to the Subdivision, but shall benefit the Developer in the construction, development and sale of such other property and Lots which the Developer may own.

7. Animals.

No animals, livestock 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

² The Developer assigned its rights under Article V Section 4 of the Declaration to the Association in 1986.

³ The Last sentence of Article V Section 5, was added by petition of membership in 2005.

provided they are not kept, bred or maintained for any commercial purposes and not a nuisance to the neighborhood: provided, further, that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot. All animals shall be on a leash when outside of the Owner's Lot.

8. Fenced, Walls and Hedges.

A. Fence Location Height and Materials.

Fences, walls and hedges may be constructed of a height not to exceed six (6) feet as follows:

Along (i) the Side Lot Lines, subject to subsection 8.B (ii): (ii) the Rear Lot Line: (iii) the Rear Dwelling Line: and (iv) the Front Dwelling Line. An illustration of the permissible location of the fences of up to six (6) feet is set forth in Exhibit A attached hereto and incorporated herein.

Fences shall be made of cypress or other suitable wood materials, except as permitted by paragraph 8D or vinyl plastic composite or other similar material as approved in advance, in writing by the Board of Directors.⁴

B. No fence(s) may be constructed in the in the following areas.

- (i) Between the street facing the front of the dwelling (the "Front Street") and a straight line connecting the front living area of the dwelling to the Side Lot Lines (the "Front Dwelling Line"): (ii) between the street facing the side of the dwelling (the "Side Street") and a straight line connecting the side of the dwelling to the Rear Lot Line ("Side Dwelling Line").

C. Lot Owners will be responsible to maintain in good condition any wall, landscaping, berm or fence constructed or located on their Lots.

D. Special Provisions.

Notwithstanding anything to the contrary, (i) fences of a height not to exceed eight (8) feet may be constructed behind the Rear Dwelling Line when such fence surrounds the immediate perimeter

⁴ Article V Section 8(A) third paragraph was amended by petition of the membership in 2005 to allow "vinyl plastic composite or other similar material as approved in advance, in writing by the Board of Directors".

of a terrace or patio area, and when attached to or adjoining the dwelling: (ii) paragraph 8 does not apply to completely enclosed dwellings (iii) paragraph 8 does not apply to completely enclosed screened areas attached to the dwelling: (iv) a decorative wall or entrance forward of the Front or Side Dwelling Lines shall be permitted if constructed at the time of construction of the original dwelling on the lot as part of its elevation or design as approved by the City of Clearwater by issuance of a Building Permit.

E. The terms “Front Dwelling Line”, “Side Dwelling Line”, “Rear Dwelling Line”, and “Side Street” are used and as shown by Illustration on Exhibit A.

9. Vehicles.

No vehicle shall be parked in the Subdivision except on a paved street, paved driveway or in a garage. No trucks or vehicles, which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles shall be parked inside of the garages and concealed from public view.

10. Storage

No lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from the public view.

11. Clothes hanging and Antennas.

Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, TV or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages. Exceptions to this restriction may be allowed under the following guidelines:

- (a) Antennas mounted outside the dwelling are permitted only for satellite or direct television signal reception.
- (b) Device locations shall be behind the front dwelling line (as illustrated in Exhibit A of the Covenants and By-Laws) and between the Side Dwelling Line to the Back Yard Line.
- (c) The highest point of the device shall be no higher than the highest roof ridgeline formed at the intersection of two sloping rooflines.

- (d) Antennas are not to be installed between the Front Dwelling Line and a parallel street or Side Dwelling Line and a parallel street.
- (e) The allowable size of the antenna is restricted to a device, which can be construed to be fit in a box no larger than eight (8) cubic feet measuring 24 inches by 24 inches by 24 inches.

Planned installation of exterior antenna should be presented to and approved by the Board of Directors. Any installation not approved by the Board of Directors and which subsequently result in complaints from other association members which cannot be resolved, will have to be removed or moved to a location approved by the Board.

12. Street Lighting.

All lots in the subdivision are within a street lighting district pursuant to which street lighting service is to be provided and taxes or assessments therefore levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

13. Lot Upkeep.

All Owners of Lots shall, as a minimum, have the grass regularly cut and all trash and debris removed. If Owners of such Lots fails, in the Association's sole discretion, to maintain their Lots as required herein, The Association, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated to so maintain such Lots and said Owners shall reimburse the Association for actual costs incurred therewith.

14. Signs.

No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each Lot, not exceeding 36" X 24". Notwithstanding anything to the contrary herein, the Developer, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size for any purpose in the Subdivision.

15. Architectural Control.

Prior to the commencement of the work described therein, all building plans and specifications (including plot plan, grading plan and material

lists) for the original construction, alteration or addition of Structures, or for the erection of a wall, hedges or fences, all plans for landscaping of yards and yards that abut public streets, and all plans or agreements relating to the color to be used on the exterior of the structure, shall be approved in writing by the Developer, its successor or designated assigns. The Developer shall have the absolute right to approve or disapprove said plans for any reason, including aesthetic considerations. All plans must be sent to the Developer by certified or registered mail, with return receipt requested, at 2915 State Road 590, Suite 16, Clearwater, Florida 33519, Attention: Regional President, or such other address as the Developer may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after receipt by the Developer shall be deemed approved. The rights granted to the Developer under this paragraph shall terminate on January 1, 1988 unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instruments among the Public Records of Pinellas County, Florida.

16. Amendments and Modifications by Developer.

Notwithstanding any provisions of these Restrictions to the Contrary, Developer, its successors and designated assigns, reserves the right and authority, subject to either Veterans Administration or Federal Housing Administration approval (which approvals need not be evidenced of public record) for a period of three (3) years from the date of recording of these Restrictions, to amend, modify or grant exceptions or variance from any of the USE 7 restrictions set forth in this Article without notice to or approved by the other Lot Owners of the Subdivision, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth in this Article. All amendments, modifications, exceptions or variances increasing or reducing to the location of structures on a Lot in the Subdivision shall be conclusively deemed to be within the authority and right of the Developer under this paragraph.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and deal this 19th day of September 1983

U.S. HOME CORPORATION

d. i. 5627 PAGE 1514

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared W.L.L. John Loud and Bruce S. Garretson, as Division President and Division Secretary respectively of U. S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 19th day of September, 1983.


Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires June 14, 1987
Bonded By SAFECO Insurance Company of America

EXHIBIT A

