

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTH RIDGE

~~THIS DECLARATION, WHEREAS, the original Declaration of Covenants, Conditions and Restrictions was made on the date hereinafter set forth 19th day of September, 1983, by U.S. HOME CORPORATION Home Corporation, a Delaware corporation authorized to do business in the State of Florida, (hereinafter referred to as "the "Declarant".") and recorded at Official Records Book 5627, Page 1506 et seq. of the Public Records of Pinellas County, Florida on October 21, 1983; and~~

WITNESSETH:

WHEREAS, at the time of recording the Declaration, Declarant ~~is~~was the fee simple 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 ¼ 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: 5) thence S 89°51'43" E, for 62.43 feet: 6) thence N. 00°08'17" E., for 163.82 feet; thence N 00°48'32" W, for 64.91 feet; thence N 00°28'44" W, for 430.08 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 ¼ of Section 17; thence N 89°50'40" W, along said North line for 523.77 feet to the East line of the West ¼ of the Southwest ¼ of 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.~~

~~Said land, commonly known as Countryside North Ridge, as recorded on the Plats of Countryside – Tract 93 – Phase I recorded in Plat Book 86, Pages 62-64, Countryside – Tract 94 – Phase I recorded in Plat Book 86, Pages 65-67, and Countryside Tracts 92/93-II, III/94-II, III recorded in Plat Book 87, Pages 6-10, respectively, all of the of the Public Records in and for Pinellas County, Florida and made a part hereof by this reference; and,~~

~~WHEREAS, the Declaration has been amended by amendments recorded at Official Records Book 6359, Page 20 et seq.; Official Records Book 14368, Page 1584 et seq. and preserved by that certain Notice of Preservation of the Declaration of Covenants, Conditions and Restrictions for North Ridge recorded at Official Records Book 17982, Page 2525 et seq. all of the Public Records of Pinellas County, Florida.; and,~~

~~WHEREAS, the Articles of Incorporation and the By-Laws for Countryside North Ridge Homeowners Association, Inc., and any amendments to same, are recorded as Exhibits to the Notice of Preservation of the Declaration of Covenants, Conditions and Restrictions for North Ridge, and are incorporated herein by this reference; and,~~

~~WHEREAS, the Association and its members have decided to amend and restate the Declaration in its entirety as set forth herein, with the Amended and Restated Declaration to supersede and replace the original Declaration and any prior amendments and relate back to the original date of recording the Declaration (however, this shall not be construed to make any newly adopted restrictions retroactive in any manner to the extent prohibited by law), and the necessary vote of the owners has been obtained; and,~~

~~NOW THEREFORE, the Declaration is amended and restated in its entirety as stated herein and does hereby restrict the use, as hereinafter provided, of all the Property and improvements included on the property described in the Plat (hereinafter sometimes referred to as the "Property" or "Properties") and does hereby impose upon the Property and the Units and other improvements thereon the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, to run with the title to the Property, and the grantees of and under any deed conveying any lot or lots, parcels or tracts, or Units, shown on the Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed and/or the provisions of any previously recorded Declaration, to have agreed to all the covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, and to have covenanted and agreed to observe, comply with, and be bound by the covenants, conditions, restrictions, easements, and limitations hereinafter set forth. The Property shall be owned, held, transferred, sold, conveyed,~~

leased, mortgaged, occupied and otherwise dealt with subject to the easements, covenants, restrictions, reservations, charges, liens and other provisions hereinafter set forth, each and all of which are: (i) for the benefit of such Property and each Owner of any portion thereof; (ii) constitute covenants running with the land or equitable servitudes upon the land, as the case may be, (iii) are binding upon all Owners, as hereinafter defined, and their grantees, devisees, mortgages, heirs, personal representatives, successors and assigns. All parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the Articles of Incorporation, the Bylaws of the Association, any Rules and Regulations of the Association, and Chapter 720 of the Florida Statutes as same may be amended from time to time. Both the burdens imposed and the benefits granted hereunder shall run with each Lot, Unit, or other portions of the Property.

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 as reflected on the most recent deed for each Lot recorded in the public records of Pinellas County, Florida, whether one or more persons of entitles, 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 hereinbefore 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 exception of the Declarant, and Each Owner of a Lot 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 member 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 the Class A membership equal the total votes outstanding in the 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~~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 charges, and (2) special assessments ~~for capital improvements, such assessments to be established and collected as hereinafter provided.~~ The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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. Fines levied pursuant to Chapter 720.305(2) of the Florida Statutes in the amount of \$1,000 or more shall become a lien against the property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the operation, recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the decorative entranceways, including but not limited to any signs, electricity equipment, landscaping, etc. and the 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.

~~(e) — 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~~Board of Directors 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 required to be performed by the Association by this Declaration, or replacement to alleviate any unforeseen budgetary shortfalls.~~ Further, the Board of the decorative entranceways to the NORTH RIDGE Subdivision, including fixtures and personal property related thereto, Directors may levy Special Assessments for Capital Improvements (defined in this context as construction of new Common Area features), provided that any such assessment shall have the assent of two-thirds (2/3) of the ~~votes of each class of membership~~membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 54. 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) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of ~~members or of proxies entitles to cast a majority of all the votes of each class of membership~~thirty (30) percent of the members, in person or by proxy, shall constitute a quorum.

Section 65. 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 76. 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 87. 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 maximum rate of twelve percent (12%) per annum allowed by law. 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 98. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall ~~extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.~~ be governed by Chapter 720.3085 of the Florida Statutes, as same may be amended from time to time. No sale or transfer shall relieve such Lot from 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 an action against Declarant, the Association shall be entitled to recover its reasonable attorney's fees and costs. Owners shall bear all attorneys' fees and costs incurred by the Association in enforcing these deed restrictions or the Association's Rules and Regulations, up to and including the costs of litigation (including those on appeal) incurred by the party enforcing them. Any such pre-litigation attorneys' fees and costs shall become an assessment against the Lot, subject to collection in the manner prescribed in Article III of this Declaration.~~

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%)~~ a majority of the Lot Owners, and thereafter by an instrument signed by not less than ~~seventy five percent (75%)~~ of the total Lot Owners. Any amendment must be recorded.

~~Section 4. Amendment by Declarant. Until the closing of all lot sales, the Developer specifically reserves the right, without the joinder 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~~ Section 4. 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 membersthe membership.~~

~~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 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 45 of this Article.

2. Architectural Control Committee.

There shall be an Architectural Control Committee composed of the Board of Directors or any three (3) Members of the Board of Directors, or any three (3) or more persons that may be appointed by the Board of Directors (herein referred to as the "Architectural Control Committee"). The Architectural Control Committee shall consider all plans and specifications submitted to it, and shall either approve or disapprove such plans and specifications, as provided in this Section. The Board of Directors or the Architectural Control Committee shall have the authority to promulgate additional rules or restrictions relating to architectural review as the Boards shall deem necessary in their sole discretion.

2.1 Restrictions. No building, fence, wall, screen, enclosure, exterior finish, sign, or other structure of any kind, either attached to, or separate and apart from, any Residence, shall be constructed, erected, built, placed or maintained upon the Property, including the individual Lots, and no Lot shall be altered, changed, repaired or modified in any structural manner or manner that alters the exterior appearance unless the prior written approval of the Architectural Control Committee is obtained by any person or entity who desires to make any such improvement, alteration or modification.

2.2 Submission of Plans and Specifications for Approval. One complete set of plans shall be required and specifications for any proposed improvement, alteration or modification shall be submitted to the Architectural Control Committee, which plans and specifications shall include the following:

(a) Front, side and rear elevations of the improvement, alteration or

modification;

(b) A plot plan indicating and fixing the exact location of the improvement, alteration or modification, with reference to the Unit or closest Units, the surrounding property, and the streets nearest to the site to be improved, altered or modified;

(c) Data as to the types of materials to be used in the proposed improvement, alteration or modification, including the color and texture of all exteriors;

(d) Graphic depiction of, and narrative describing, the nature, kind, shape, height and location of the proposed improvement, alteration or modification; and

(e) A description of how the proposed improvement, alteration or modification is in harmony with the external design and location of the existing Units, buildings and improvements on the Property, and the topography of the Property.

(f) Plans shall comply with other pertinent section of the Architectural Guidelines adopted from time to time by the Board of Directors.

2.3 Approval of Plans and Specifications. The Architectural Control Committee shall either approve or disapprove any plans and specifications that are submitted to it for its consideration pursuant to this Section 2. Such approval or disapproval shall be in writing, within thirty (30) days after such plans and specifications have been submitted to the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications, in writing within such thirty (30) day period, then the approval of the Architectural Control Committee shall not be required, and the requirements of this Section 2 shall be deemed to have been fully satisfied; provided, however, that all other restrictions, covenants, easements and conditions contained in this Declaration shall remain in full force and effect. In the event the Architectural Control Committee approves any plans and specifications submitted to the Architectural Control Committee for its consideration, then the Architectural Control Committee shall endorse both sets of the plans (if required) and specifications submitted pursuant to this Section 2. Thereafter, one set of endorsed plans and specifications shall be returned to the person or entity who submitted them, and the other set shall remain in the possession of the Architectural Control Committee until the proposed improvement, alteration or modification is completed in full conformance and compliance with the plans and specifications approved by the Architectural Control Committee.

The approval by the Architectural Control Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans and specifications if and when the same features and elements are contained in any subsequent plans and specifications submitted for approval for use in connection with another Unit. After such plans and specifications and other data submitted have been

approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, or other improvements and structures of any kind shall be erected, constructed, placed, altered or maintained upon the Property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee.

2.4 Right of Entry and Inspection. The Architectural Control Committee, any member thereof, and any of its authorized representatives or agents, shall have the right to enter upon the Lot for the purpose of conducting an inspection to ascertain whether the terms and provisions of this Section 2 are being complied with.

3. Structures.

No Structure shall be erected nearer than twenty-five (25) feet from a Front Street Line or Side Street Line 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. Also, no Structure shall be erected nearer than fifteen (15) feet from a Rear Yard Line; provided that a swimming pool or its enclosure may be constructed to within six (6) feet of a Rear Yard Line. 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 ~~hereto~~ and incorporated herein by reference.

34. 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 paver or 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 Developer to insure proper aesthetic appeal through the community.~~

45. Easements.

Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to ~~Developer~~Association 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 Developer Association 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 Developer Association 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 Developer Association 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 the Plat, the Developer Association shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

5. Use of Accessory Structures.

Notwithstanding the foregoing, a vinyl plastic composite shed may be kept if not higher than 68 ½ feet, as approved in advance, in writing by the Board of Directors. 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.

6. Commercial Uses and Nuisances.

No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that real estate brokers, Owners and their agents may show dwellings 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 Developer, its agent or designated assigns, has the right to (i) use Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain florescent lighted or spotlighted furnished model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Developer's rights 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 Developer to maintain sales offices, general business offices and model homes shall not be restricted or limited to Developer's~~

~~sales activity relating to the Subdivision, but shall benefit Developer in the construction, development and sale of such other property and Lots which the Developer may own. No Owner shall permit anything be done on any Lot which may become a nuisance or an unreasonable annoyance to any other Owner(s).~~

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 provided they are not kept, bred or maintained for any commercial purposes nor become 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, and all solid pet waste shall be properly disposed of.

~~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 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 of 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.~~

~~B. No fences 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"); or (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 of a terrace or patio area, and when attached to or adjoining the dwelling; (ii) paragraph 8 does not apply to completely enclosed screened areas attached to the dwelling; (iii) 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”, “Front Street”, and “Side Street” are used and as shown by illustration on Exhibit A.~~

98. Vehicles.

No vehicle shall be parked in the Subdivision except on a paved street, paved driveway or in a garage. No commercial 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 garages and concealed from public view at all times except for when cleaning, loading and unloading for a period of time not to exceed twenty-four (24) hours no more than two (2) times per month as currently proscribed by City of Clearwater ordinance Section 3-1407(b)(2). Amendments to such ordinance shall automatically be incorporated herein. For the purposes of this provision, commercial vehicles shall be defined as any vehicle with evidence of, or modifications for, commercial purposes, including but not limited to trucks where debris or items are carried or stored in open view or trucks where commercial equipment, inventory, or apparatus is visible from the exterior of the vehicle; vans designed for commercial purposes, which determination is based upon factors including the size of the van, the absence of passenger windows on the sides of the vehicle, and the absence of rear passenger seating, with space for carrying cargo in the place of such seating; and any vehicle which has exterior commercial lettering, signage or other advertising or commercial displays affixed thereto, except that Owners shall be permitted to display magnetic signs no larger than 18x24 inches advertising their business so long as same are not displayed overnight.

109. Storage.

No Lot shall be used for the storage of rubbish or personal items other than outdoor furnishings and decorative items. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view. The Board of Directors reserves the right to require removal of any unkempt, unsightly or excess items being stored on the Lot.

~~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.~~

~~12~~10. 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~~11. Lot Upkeep.

All Owners of Lots with completed houses thereon shall, ~~asat~~ asat a minimum, have the ~~grass~~Lot regularly ~~cut~~mowed, edged and weeded, and all trash and debris removed. Owners shall, as necessary, clean or pressure wash the dwelling, driveway and walks. If Owners of such Lots fails, in ~~Developer's~~Association's sole discretion, to maintain their Lots as required herein, ~~Developer~~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 Developer for actual costs incurred therewith~~the cost of same shall be assessed against the Lot and collectible as a lien as provided in Article III of this Declaration.

~~14~~12. Signs and Flags.

~~No signs shall be displayed with the exception of~~ Owners may display a maximum of one (1) "For Sale" sign upon each Lot, not exceeding ~~36~~24" x 24". ~~Notwithstanding anything to the contrary herein, Developer, its successors, agents or designated assigns, shall have the exclusive right to maintain~~36", with the exception of Corner Lots which may display two (2) "For Sale" signs of any type and ~~the~~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 plans, grading plan and material lists) for the original construction, alteration or addition of Structures, or for the erection of walls, hedges or fences, all plans for the 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 Developer, its successor or designated assigns. Developer shall have the absolute right to approve or disapprove said plans for any reason, including aesthetic considerations, permitted herein. All plans must be sent to 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 Developer may hereafter~~signs and flags that are visible on the Lot shall be strictly prohibited unless permitted by Chapter 720 of the Florida Statutes, as same may be amended from time to time designate in writing. Any plans not disapproved within thirty (30) days after receipt by Developer shall be deemed approved. The rights granted to 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 instrument 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, or expressly permitted in the Association's Architectural Standards, as amended from the date of recording of these Restrictions, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article without notice to or approval 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 the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot in the Subdivision shall be conclusively deemed to be within the authority and right of Developer under this paragraph time to time.~~

~~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~~

~~By: _____
Division Vice President~~

~~Attest: _____
Division Secretary~~

~~_____ (Corporate Seal)~~

~~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 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:

END OF AMENDED AND RESTATED DECLARATION

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. 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.

Bruce C. Willis
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

