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C.R. 4901 P.M. 308

VILLAS OF BONNIE BAY

Declaration of Covenants, Conditions, and Restrictions

THIS DECLARATION, made on the date hereinafter set forth by Gulf Home Builders, Inc., a Florida Corporation, hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

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

VILLAS OF BONNIE BAY PHASE I, a subdivision of Pinellas County, Florida, according to the plat thereof recorded in Plat Book 79, pages 73 through 74, public records of Pinellas County, Florida,

and,

WHEREAS, the Declarant owns additional lands lying and being situate in Pinellas County, Florida, as more particularly described in Exhibit A attached hereto and made a part hereof, said real property being hereinafter referred to as the "Lands". From time to time, the Declarant may annex in whole or in part the Lands set forth in Exhibit A, together with not more than 110 residential units constructed thereon, at which time the Lands and the units thereon shall be subject to the terms and conditions of this Declaration of Covenants, and Restrictions; and

WHEREAS, in the event the Lands described in Exhibit A, or any portion thereof, are annexed in whole or in part by the Declarant and become part of this Declaration of Covenants, Conditions and Restrictions, it shall be done by way of an amendment to this Declaration of Covenants, Conditions and Restrictions, pursuant to Article XI hereof. Nothing hereon shall be construed as obligating the Declarant to annex any of the Lands set forth in Exhibit A hereto.

NOW, THEREFORE, Declarant hereby declares that all of the properties described hereinabove 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 the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

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

Section 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, 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

Raymond P. Smith and Family
300 Torres Boulevard
Crestview, Florida 33713
Telephone (813) 581-8900

Doc 71 52M79
This instrument prepared by and to be returned to
Raymond P. Smith, Esq., 300 Torres Boulevard, Crestview, Florida 33713
Clerk of Circuit Court
St. Petersburg, FL 33702

as security for the performance of an obligation.

Section 3. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot are shown on the plat of VILLAS OF PONNIE WAY PHASE I, as recorded in Plat Book 79, pages 73 & 74, public records of Pinellas County, Florida as Tract "A" and Tract "B".

Section 4. "Unit" or "Lot" shall mean any residential unit or lot shown on the recorded subdivision plat as referred to herein with the exception of the common areas. "Dwelling" shall mean any residential structure located within the subdivision.

Section 5. "Properties" or "Subdivision" 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 6. "Declarant" or "Developer" shall mean and refer to GULY HOME BUILDERS, INC., a Florida 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.

Section 7. "Contiguous Units" shall mean that grouping of units or dwellings of the number of two (2) or more which share the same roof structure or share one or more party walls.

Section 8. "Member" shall mean every person or entity who holds membership in the Association as hereinafter provided.

Section 9. "Maintenance of Common Areas" shall mean the exercise of reasonable care to keep any building, roads, landscaping, lighting or other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or

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transfer signed by two-thirds (2/3) of each class of members has been recorded.

~~Section 2. Delegation of Use.~~ Any owner may delegate in accordance with the by-laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign one (1) vehicle parking space for each dwelling from the area designated as parking area, as shown on the recorded plat for Phase I and each additional phase which may be annexed hereunder.

Section 4. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent units and between each unit and any portion of portions of the Common Area(s) adjacent thereto, for any encroachment due to unlawful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than six (6) feet as measured from any point on the common boundary between the adjacent units and between each unit and any adjacent portion of the Common Area(s), along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an Owner.

Section 5. Other Easements.

(a) **Utilities.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, of which a public authority or utility company is responsible.

(b) **Dwelling Units - Structure.** No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporation, their employees and contractors and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-entry are reserved.

Section 6. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter the unit or lot at any reasonable hour of the day or in the event of an emergency, at any hour of the night upon timely notice to the Owner thereof, to perform such maintenance as may be authorized herein.

Section 7. No Partition. There shall be no judicial

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partition of the recreation areas nor shall Developer or any Owner or any other person or entity acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE III.

Membership and Voting Rights

Section 1. Every 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 (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) 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, 1986.

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 Properties, 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 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.

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 for the improvement and maintenance of the Common Area(s) and of the dwellings situated upon the properties.

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 One Hundred

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Eighty Dollars (\$80.00) per Lot.

(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 five percent (5%) 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 an Owner, the maximum annual assessment may be increased above five percent (5%) 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 and Taxes. In addition to the annual assessments 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 in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of the Board of Directors.

by proxy at a meeting duly called for this purpose. Except, however, special assessments for taxes, as defined in Section 7(a) herein, shall not require a vote of or prior approval from the members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 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 the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Common Areas that;

(a) the Association shall pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereto or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas;

(b) the Association will assess, as defined hereinabove, against each and every member a "pro-rata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the premises and improvements or any part thereof that may become due and payable during the term of ownership of

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the Common Area(s) by the Association, such pro-rata share to be secured from default by the personal obligation of each and every individual unit or lot Owner who shall be a member of the Association by virtue of said ownership of individual lots and units;

(c) the pro-rata share of each individual unit or lot Owner shall be a part of the "cost" of ownership and maintenance and shall be assessed as set forth in Section 4 hereinabove to each individual Owner.

Section 8. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on 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 thereto. 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 9. Effect of Non-payment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) 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 assessments provided for herein by non-use of the Common Area(s) or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments 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 assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Budget. The Association shall assess its members annually a pro-rata share (as set forth hereinabove), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any Manager or Management Company which may from time to time be employed by the Association to prepare such annual budget, and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each member shall be set forth by Declarant as an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association annually in accordance with and subject to the terms, conditions, and covenants of the Declaration;

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the Articles and the By-laws of the Association. In the event at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowances made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

Exterior Maintenance

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other

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Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

Use Restrictions

Section 1. The subdivision shall be occupied and used only as follows:

(a) Each unit shall be used as a residence for a single family and for no other purpose.

(b) No business of any kind shall be conducted in any residence with the exception of the business of Declarant and its transferees in developing all of the lots as hereinafter set forth.

(c) No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area.

(d) No sign of any kind shall be displayed to public view on a lot, unit or in the Common Area without the prior written consent of the Association, except customary name and address signs and, save and except on behalf of Developer, so long as Developer shall offer for sale any lots/units within the subdivision, lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale or rent. After such time as Developer shall have sold the last remaining lot/unit held by Developer for sale or rent within the subdivision, the display of signs shall be governed by the Association as its members through the Association's By-laws shall permit.

(e) Nothing shall be done or kept on a lot or on or about the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes.

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San Diego, CA 92108
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(g) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.

(h) No outbuilding, basement, tent, shack, garage, shed, trailer or temporary structure of any kind shall be permitted upon any lot or upon any of the Common Areas within the subdivision either temporarily or permanently.

(i) No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

(j) Nothing shall be altered in, constructed on or removed from the Common Area except with the written consent of the Association.

(k) The association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the said subdivision and to prevent such nuisance as shall arise from time to time as they relate to the use of the lots and/or units and the Common Areas, as set forth in the By-laws of VILLAS OF BONNIE BAY HOMEOWNERS' ASSOCIATION, INC.

Section 2. Development of Subdivision. Declarant or the transferees of Declarant shall undertake the work of developing all lots included in the subdivision. The completion of that work and the sale, rental or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. Until the Declarant shall have completed the development and sales of all lots and/or units to be constructed within the subdivision, Declarant, Declarant's transferees or the employees, contractors or subcontractors of the Declarant shall have the following rights with regard to the premises:

(1) **Use of the Premises:** The right to use, occupy and demonstrate all portions of the premises for the purposes of promoting and aiding in the sale or rental of living units on or to be constructed by the Declarant; except, however, any lots which have been sold to homeowners are specifically excluded from this provision.

(2) **Promotion:** Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the premises; except, however, any lots which have been sold to homeowners are specifically excluded from this provision.

(3) **Rules and Regulations:** Establish and promulgate rules and regulations not inconsistent with any of the provisions of this document concerning the use of the premises.

(4) **Structures:** Construct and maintain on any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferees or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community and the disposition of lots and/or units by sale, lease or otherwise.

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(5) Rights of Homeowners: Declarant acknowledges the rights of the homeowners to use the Common Areas and agrees that the activities defined in Section 2 (1), 2 (2), and 2 (4) above shall be reasonable as to time and scope so as not to deprive the homeowners of their vested rights to use these areas.

As used in this section, the words "its transferees" specifically excludes purchasers of lots improved with completed residential units.

ARTICLE IX

Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE X

Owners' Obligation to Rebuild

If all or any portion of a residential unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE XI

Annexation

The Declarant may be permitted to annex any additional residential property and Common Areas from the additional lands within the area designated in Exhibit "A" attached hereto, in whole or in part, without the consent of the Association, Owners, or Mortgagees, within seven (7) years of the date of this instrument, provided, however, that any annexation by the Declarant under this Article XI must be submitted to and approved by FKA and VA, which agencies must approve such annexations as being in accord with the general plans of development heretofore approved by them. The additional lands described in Exhibit "A" shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the By-Laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Pinellas County, Florida, which said amendment shall be properly executed and acknowledged by the Declarant, only, and shall not require the consent of the Association, Owners and/or Mortgagees.

The properties referred to in Exhibit "A" shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the public records of Pinellas County, Florida, from time to time.

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ARTICLE XII

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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision 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.

Section 4. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16 day of August, 1979.

[Signature]
Witnesses

GULF HOME BUILDERS, INC.

By *[Signature]*
John L. McParland, President

Attest *[Signature]*
Richard M. Samec, Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, authorized to take acknowledgements in the above County and State, personally appeared JOHN L. McPARLAND and RICHARD M. SAMEC, President and Secretary, respectively, of GULF HOME BUILDERS, INC., a Florida corporation, and each severally acknowledged the execution of the within instrument as officers for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation, and that the seal affixed thereto is the true and genuine corporate seal of said corporation and was affixed thereto by said officers.

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CR 4201 MC 317

WITNESS my hand and official seal at St. Petersburg,
County of Pinellas, State of Florida.

[Signature]
Notary Public
My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 14 1958
COUNTY OF PINELLAS
ST. PETERSBURG

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