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PINELLAS COUNTY
DECLARATION OF RESTRICTIONS
CLERK CIRCUIT COURT

COUNTRYSIDE TRACT 56

O.R. 4884 PAGE 1395

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KNOW ALL MEN BY THESE PRESENTS that U.S. Home Corporation, a Delaware corporation ("Developer") being the owner in fee simple of all of Countryside Tract 56 (the "Subdivision") according to the map or plat thereof as recorded in Plat Book 80, at Page 33-37 of the Public Records of Pinellas County, Florida (the "Plat"), does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the "Restrictions"), which shall be deemed to be covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

ARTICLE I

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 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 the meaning given by the City of Clearwater Zoning Code in effect as of the date of recording these Restrictions. 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 five hundred (1500) 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 purposes 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.

4. Easements.

Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Developer and the City of Clearwater in and to all utility easement and

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/ Randy J. Morell, Esq.
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Clearwater, FL 33515

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 areas), and Developer and the City of Clearwater each shall have the right to convey such easements on an exclusive or non-exclusive 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 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 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 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.

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 agents 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 fluorescent 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, 1987, 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 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 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.

8. Fences, Walls and Hedges.

A. Fence Locations, Height and Materials.

Fences, walls and hedges may be constructed of a height not to exceed 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 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.

B. No fences may be constructed 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 lot.

D. Special Provisions.

Notwithstanding anything to the contrary, (i) Fences of a height not to exceed 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) no hedges, walls or fences other than split rail fences which may be installed together with chain link fences of equal height not to exceed 3 feet in height may be erected or planted along the Rear Lot Line or on the Side Lot Lines within 15 feet of the Rear Lot Line on lots adjacent to the Countryside Countryclub golf course or proposed Golf Course extension or between the Side Lot Line facing Countryside Boulevard (and the dwelling on lots adjacent to Countryside Boulevard) (where chain link and split rail fences are installed together, the chain link fence must be located inside the split rail fence) and (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", "Front Street", and "Side Street" are as 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 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 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.

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 therefor levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

13. Lot Upkeep.

All owners of lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If owners of such lots fail, in Developer's sole discretion, to maintain their lot as required herein, Developer, after giving such owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to so maintain their lot and said owners shall reimburse Developer 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, Developer, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and 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 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 a structure, shall be approved in writing by Developer, its successors or designated assigns. Developer shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to Developer by certified or registered mail, return receipt requested, at P.O. Box 5088, Clearwater, Florida 33518, ATTN: Division President, Central Florida Land Division, or such other address as Developer may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Developer shall be deemed approved. The rights granted to Developer under this Paragraph shall terminate on January 1, 1987, 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 from the date of recording

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of these Restrictions to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in Article I of these Restrictions without notice to or approval by 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 Article I of these Restrictions. 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.

ARTICLE II

MISCELLANEOUS

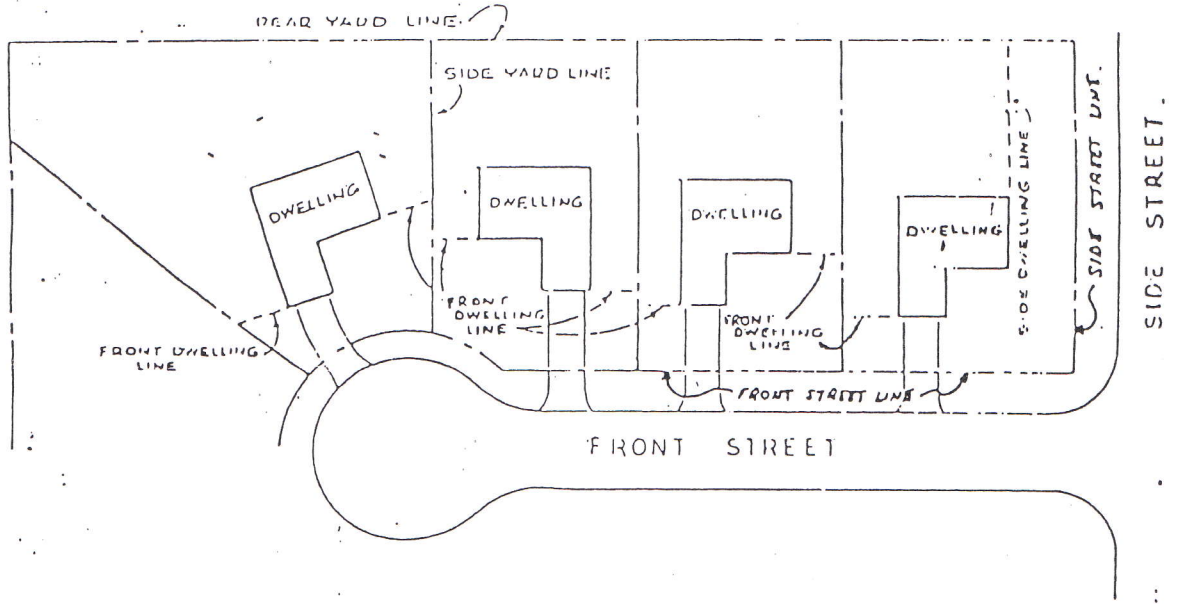
1. Term and Amendment.

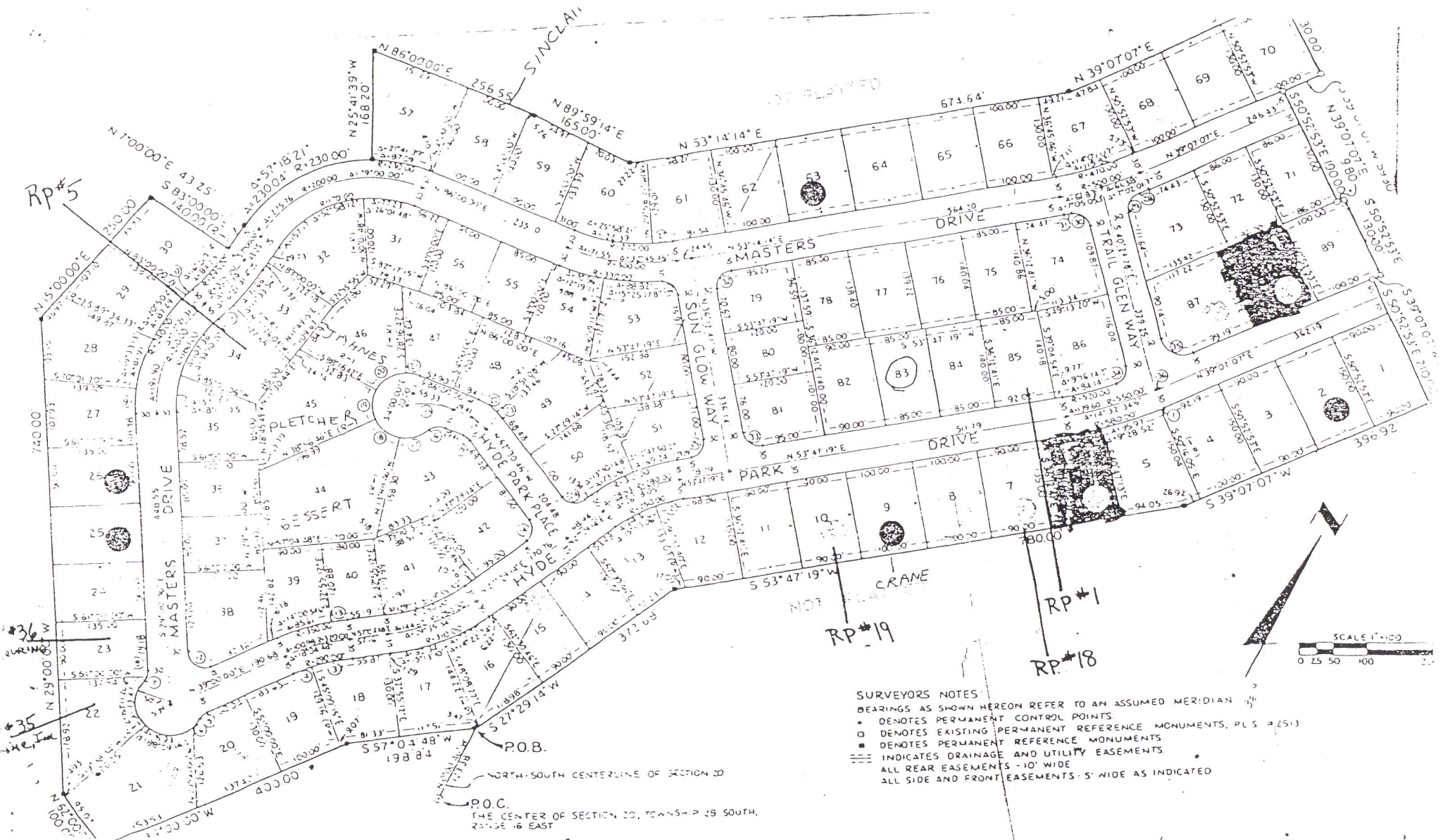
These Restrictions shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a majority of the owners of lots in the Subdivision, has been recorded in the Public Records of Pinellas County, Florida, which said instrument may alter or rescind these Restrictions, in whole or in part, except as hereafter specifically provided. Subject to the provisions of Section 16 of Article I, these Restrictions may be amended by not less than seventy-five percent (75%) of the owners of lots in the Subdivision, subject to either Veterans Administration or Federal Housing Administration approval (which approval need not be evidenced of public record). No amendment of the Restrictions pursuant to this Paragraph shall require Developer to relinquish any rights reserved to Developer under the Restrictions, or require a lot owner to remove any Structures, or wall or fence construction in compliance with the Restrictions existing on (i) the date on which the construction of such Structure or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such Structure or fence commenced within ninety (90) days of his taking title.

2. Enforcement.

If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of these Restrictions it shall be the right of the Developer or any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provisions of these Restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

EXHIBIT A





SURVEYORS NOTES

- BEARINGS AS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN
- DENOTES PERMANENT CONTROL POINTS
- DENOTES EXISTING PERMANENT REFERENCE MONUMENTS, PLS #2513
- DENOTES PERMANENT REFERENCE MONUMENTS
- ≡≡≡ INDICATES DRAINAGE AND UTILITY EASEMENTS
- ALL REAR EASEMENTS - 10' WIDE
- ALL SIDE AND FRONT EASEMENTS - 5' WIDE AS INDICATED

