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CLUBHOUSE ESTATES OF COUNTRYSIDE, UNIT THREE

KNOW ALL MEN BY THESE PRESENTS that U.S. Home of Florida, Inc. ("Developer") being the owner in fee simple of all of Clubhouse Estates of Countryside, Unit Three (the "Subdivision") according to the map or plat thereof as recorded in Plat Book 76, Pages 42 and 43 of the Public Records of Pinellas County (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 25 feet from a Front Street (as hereinafter defined) or a Side Street (as hereinafter defined). No Structure shall be erected nearer than six feet from a Side Lot Line (as hereinafter defined), provided that the sum of the distance of a Structure from both Side Lot Lines may not be less than 15 feet, nor 15 feet from a Rear Lot Line (as hereinafter defined), and provided further that a swimming pool and its enclosure may be erected up to 10 feet from a Rear Lot Line. A swimming pool may not be located in the Front Yard of any lot. The terms "Structures" and "Front Yard", are as defined or used in the City of Clearwater Zoning Code in effect as of the date of recording these Restrictions.

3. Dwellings.

No dwelling shall have a square foot area of less than one thousand and five hundred (1,500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two inside baths. A "bath", for the purposes of these restrictions, shall be deemed to be a room containing at least one shower or tub and a toilet and wash basin. All dwellings shall have at least a two-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 sodded front, side and rear lawns. Each dwelling shall have a shrubbery planting in front of the dwelling.

4. Easements.

Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to the Developer and the City of Clearwater over all utility and drainage easement areas shown on the Plat, which easements shall include, but not be limited to, the right of reasonable access over lots in the Subdivision to and from said easement areas and the Developer and the City of Clearwater

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CLERK OF COUNTY COURT

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 shown on the Plat, no Structure, planting, 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 change the direction of flow or obstruct or retard the flow of water through drainage channels 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 owners 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, Developer shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas, if any.

5. Use of Accessory Structures.

No tent, shack, garage, barn, utility shed or other building other than the dwelling shall, at any time, be erected and used temporarily or permanently as a residence or for any other purpose provided, however, temporary buildings, mobile homes or 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 thereon which may become an unreasonable annoyance or nuisance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, his agents or 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 furnished model homes in the Subdivision open to the public for inspection seven (7) day per week for such hours as are deemed necessary, in the sole discretion of Developer. Developer's rights under the preceding sentence shall terminate on March 31, 1982, 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 furnished 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. Developer, however, may impose such restrictions or limitations in assigning its rights under this Paragraph, and such assignments may be total or partial, exclusive or non-exclusive.

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 an animal shall allow the animal to stray or go upon another lot without the consent of the owner of such lot; and provided further that no more than a total of two animals may be kept on any lot.

8. Fences.

A. Fence Locations, Height and Materials

Fences 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.

B. Fence Prohibitions

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"); (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. 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 Fences surround the immediate perimeter of a terrace or patio area, and when attached to or adjoining the dwelling; and (ii) Developer may install a split rail fence not to exceed applicable height limitations imposed by the City of Clearwater between the Side Lot Line facing Countryside Boulevard and the dwelling on lots 102, 134, 135, 136, 137, 138, 139, 145, 146 and 150 in the Subdivision. This Restriction does not apply to completely enclosed screened area attached to the dwelling.

D. Definitions

The terms "Side Lot Line", "Rear Lot Line", "Front Dwelling Line", "Side Dwelling Line", "Rear Dwelling Line", "Front Street" and "Side Street" are as used in Exhibit A.

9. Vehicles.

No vehicle shall be parked on any part of this property except on paved streets, paved driveways or in garages. No trailers, trucks or vehicles which are used for commercial purposes, other than those present on business may be parked in the Subdivision. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles and any truck or vehicle not in operable condition or validly licensed shall be permitted in the Subdivision only if 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 electronic antennas shall be allowed provided that lightning rods shall not be prohibited hereby. All such antennas shall be installed so as to be completely concealed from the public view, such as in attics or garages.

12. 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 is hereby authorized to so maintain their lot and said owners shall reimburse Developer for actual costs incurred therewith. This Paragraph shall be void and of no further force and effect when all of the lots in the Subdivision have been conveyed by Developer.

13. Signs.

No signs shall be displayed with the exception of a maximum of one "For Sale" sign upon each lot not exceeding 36" x 24". Notwithstanding anything to the contrary herein, Developer, its successors, agents or specifically designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision and the exclusive right to use the words "Clubhouse Estates of Countryside" by themselves, or in combination with any other words, until all lots in the Subdivision have been conveyed by Developer. Any assignment of rights hereunder by Developer may be total or partial, exclusive or non-exclusive.

14. Architectural Control.

Prior to the commencement of the work described therein, all building plans and specifications, including plot plan and 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 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. Developer shall have the absolute right to approve or disapprove said plans at its discretion based upon the following criteria: (i) compliance thereof with these Restrictions and all applicable laws; (ii) harmony of external design, location and finish grade elevation with existing Structures and topography; (iii) quality of workmanship and materials and (iv) aesthetic considerations. This Paragraph shall be void and of no further force and effect when all of the lots in the Subdivision have been conveyed by Developer.

15. Amendments and Modifications by Developer

Notwithstanding any provisions of these Restrictions to the contrary, Developer reserves the right and authority at its sole discretion for a period of three (3) years from the date of recording of these Restrictions to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth as Article I of these Restrictions without notice to other lot owners of the Subdivision and without any liability therefor to owners of other lots in the Subdivision or any other person or entity, whether private or governmental, 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. Any assignment of rights hereunder by Developer may be total or partial, exclusive or non-exclusive.

16. Assignment.

The conveyance of title by Developer to any lot or lots in the Subdivision shall not act or operate as a conveyance or assignment of any of Developer's rights reserved in Paragraphs 4, 6, 13, 14 or 15 of Article I of the Restrictions, which rights can only be assigned or conveyed by specific separate written instrument.

ARTICLE IIMISCELLANEOUS1. Term and Amendment.

These Restrictions are to 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-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 agree to alter or rescind these Restrictions in whole or in part except as hereinafter specifically provided. Subject to the provisions of Section 15 of Article I, these Restrictions may be amended by not less than seventy-five percent (75%) of the owners of lots in the Subdivision. No amendment of the Restrictions shall require Developer to relinquish any rights reserved to Developer under the Restrictions or require a lot owner to remove any Structures or fence constructed in compliance with the Restrictions existing on (i) the date on which the construction of such Structures or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such Structures or fence commenced within 90 days of his taking title.

2. Enforcement.

If any person, firm or corporation, or their heirs 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 reasonable attorneys' fees and court costs, including costs of appeal, or other dues for such violation. 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 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 the Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

3. Severability.

Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. Deed Restrictions.

Developer may include in any deed hereinafter made conveying lands in the Subdivision any additional restrictions or covenants not substantially inconsistent with these Restrictions and any utilities or drainage easements.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 28 day of April, 1977.

In the presence of:

U.S. HOME OF FLORIDA, INC.

Marilyn Flinnier
Peter Hills Monroe

By: James J. Shapiro
Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, James J. Shapiro, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as Vice President of the above named U.S. HOME OF FLORIDA, INC., and acknowledged to and before me that he executed such instrument as such Vice President of the corporation by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at Clearwater, County of Pinellas, State of Florida, this 28 day of April, 1977.

Marilyn Flinnier
Notary Public

Notary Public, State of Florida at Large
My Commission Expires June 26, 1977
Bonded by American Fire & Casualty Co.

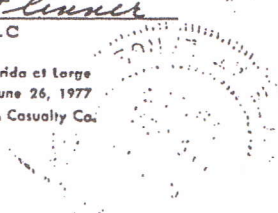
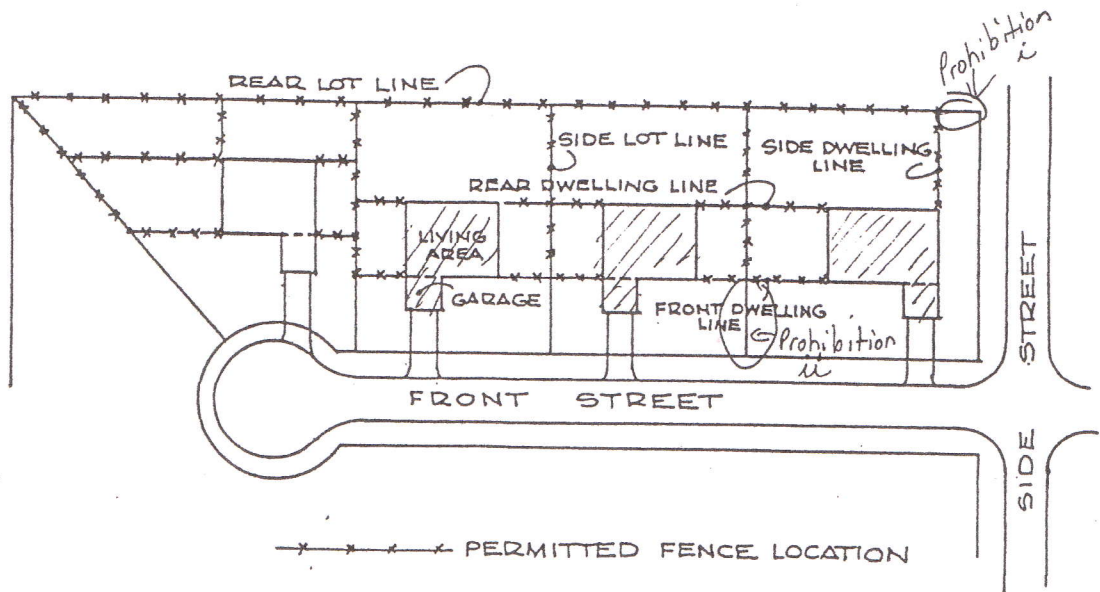


EXHIBIT A



U.S. HOME OF FLORIDA, INC.
COUNTRYSIDE
CLEARWATER FLA.

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IH:01158790 BK:11366 SPG:1666 EPG:1669
RECORDING 004 PAGES 1 \$19.50

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross Gardner Warren & Rudy, P.A.
220 South Franklin Street
Tampa, Florida 33602

TOTAL: \$19.50
P CHECK AMT. TENDERED: \$19.50
CHANGE: \$0.00
BY _____ DEPUTY CLERK

01-158790 MAY-11-2001 9:08PM
PINELLAS CO BK 11366 PG 1666

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ASSIGNMENT OF DEVELOPER RIGHTS

Clubhouse Estates of Countryside, Unit Three

THIS ASSIGNMENT OF DEVELOPER RIGHTS ("Assignment") is made this 15th day of March, 2001, by U.S. Home Corporation, a Delaware corporation, hereinafter referred to as the "Developer", whose mailing address is 311 Park Place Blvd, Suite 600, Clear, FL 33759 and CLUBHOUSE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is Post Office Box 15556, Clearwater, FL 33756, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, the Developer, as the successor by merger with US. Home of Florida, Inc., a Florida corporation, developed that certain subdivision known as Clubhouse Estates of Countryside, Unit Three, as recorded in Plat Book 76, Pages 42 and 43, of the Public Records of Pinellas County, Florida (the "Subdivision");

WHEREAS, the Developer subjected the Subdivision and all lots therein to the restrictions set forth in that certain Declaration of Restrictions dated April 28, 1977 and recorded in Official Records Book 4545, Page 1498, of the Public Records of Pinellas County, Florida (the "Declaration");

WHEREAS, the Developer no longer owns any property in the Subdivision;

WHEREAS, the Association is a voluntary homeowners association organized to promote, develop and protect the common good and social welfare of the homeowners within the Subdivision;

WHEREAS, the Declaration does not grant the Association any right to enforce the restrictions set forth therein (the "Restrictions");

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WHEREAS, the Developer desires to assign to the Association certain of the Developer's rights set forth in the Declaration, including but not limited to, the right to enforce the Restrictions; and

WHEREAS, the Association desires to accept an assignment of the rights set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Developer does hereby assign, transfer, set over and grant unto the Association, and the Association does hereby accept from Developer, all of Developer's right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate the Restrictions.

2. Developer does hereby assign, transfer, set over and grant unto the Association, and the Association does hereby accept from Developer, the following rights:

(a) the easement rights reserved unto Developer as set forth in Paragraph 4 of the Declaration;

(b) the Developer's right as set forth in Paragraph 4 of the Declaration to convey easements on an exclusive or non-exclusive basis to any person, corporation or governmental authority;

(c) the Developer's right as set forth in Paragraph 4 of the Declaration to alter or maintain drainage facilities in the easement areas, including slope control areas, if any; and

(d) the Developer's right as set forth in Paragraph 8C. of the Declaration to install a split rail fence.

3. Notwithstanding the foregoing assignment, the Association shall not be obligated to enforce the Restrictions and shall not in any way or manner be held liable or responsible for any violation of the Restrictions by person other than itself. Moreover, the failure of the Association to enforce any provisions of the Restrictions upon breach thereof 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.

4. Nothing herein shall be construed as an assumption by the Association of any obligations or liabilities of the Developer and nothing herein shall be construed as an assignment of any rights of the Developer other than those expressly set forth herein.

IN WITNESS WHEREOF, the Developer and the Association have executed and delivered this Assignment the date first stated above.

Witnesses:

"DEVELOPER"

U.S. HOME CORPORATION, a Delaware corporation

Sign: Dawn Bailey
Print: Dawn Bailey

By: James C. Lashley
Print Name: James C. Lashley
Title: Regional Vice Pres.

Sign: Rescinda A. Bolesina
Print: Rescinda A. Bolesina

Witnesses:

"ASSOCIATION"

CLUBHOUSE ESTATES HOMEOWNERS ASSOCIATION, a Florida not-for-profit corporation

Sign: Carol Novak
Print: CAROL NOVAK

By: Sandra L. Curry
Print Name: Sandra L. Curry
Title: President

Sign: A. Panopolis
Print: John Panopolis

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 15th day of March, 2001, by James C. Lashley, as Regional V.P. of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation. Such officer is personally known to me or produce _____ as identification.

Dawn Bailey
NOTARY PUBLIC
Print Name: Dawn Bailey
My Commission Expires: 11-1-2004



Dawn Bailey
MY COMMISSION # CC978976 EXPIRES
November 1, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of April, 2001, by Sandra Lee Curry, as President of CLUBHOUSE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the association. Such officer is personally known to me or produce FL Driver License as identification.

John Lien



John Lien
MY COMMISSION # CC834382 EXPIRES
May 9, 2003
BONDED THRU TROY FAIN INSURANCE, INC

NOTARY PUBLIC

Print Name: John Lien

My Commission Expires: 5-9-03

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