

41 Sur \_\_\_\_\_  
42 Sur \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot 19.00

DECLARATION OF RESTRICTIONS  
CLUBHOUSE ESTATES, UNIT FOUR

4

KNOW ALL MEN BY THESE PRESENTS that U.S. Home Corporation ("Developer") being the Developer and record owner in fee simple of all of the Lots located in Clubhouse Estates, Unit Four (the "Subdivision") according to the map or plat thereof as recorded in Plat Book 77, Pages 16 and 17, 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 and binding upon the undersigned, its legal representatives, successors and assigns.

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 for one dwelling, in which event, all Restrictions shall apply to such lot 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.

Any Structure erected or placed upon a lot in the Subdivision must be in compliance with all applicable zoning regulations and these Restrictions. No structure shall be erected or placed on a lot nearer than twenty-five (25) feet from a Front Street, nearer than twenty-five (25) feet from a Side Street, nearer than six (6) feet from a Side Lot Line, provided that the sum of the distance of a Structure from both Side Lot Lines may not be less than 15 feet, nor nearer than fifteen (15) feet from a Rear Lot Line; provided that a swimming pool, its decking and enclosure may be erected or placed up to ten (10) feet from a Rear Lot Line or Side Lot Line. A swimming pool may not be located in the Front Yard of any lot nor within 25 feet of a Side Street. The terms "Front Street", "Side Street", "Side Lot Line" and "Rear Lot Line" are as used and as shown by illustration on attached Exhibit A; the terms "Structure" and "Front Yard" are as defined and 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 floor area of less than fifteen 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 purpose of these Restrictions, shall be deemed to be a room containing at least one shower or tub, and a toilet and wash basin. All shall have at least a two (2) car garage attached to and made part of the dwelling. No dwelling shall have aluminum siding or exceed twenty-five (25) feet in height. All dwellings shall be constructed with concrete or asphalt driveways and solid sodded front, side and rear lawns. A shrubbery plant shall be in front of each dwelling and the initial size of new trees and shrubs planted or placed by Developer 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.

APR 12 3 41 PM '78  
CLERK CIRCUIT COURT



Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Developer over all utility and drainage easement areas shown on the Plat, and Developer 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 the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas 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 area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. Use of Accessory Structures.

No tent, shack, garage, barn or other buildings other than the dwelling shall, at any time, be erected on a lot and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities 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 a nuisance or unreasonable annoyance to the neighborhood. Every person, firm, or corporation purchasing a lot in the Subdivision recognizes that any lot owner including Developer, his agents or assigns have 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 model homes in the Subdivision open to the public for inspection seven (7) days per week until 10:00 p.m.. The rights under the preceding sentence shall terminate on January 1, 1981. It is the express intention of this Paragraph that the rights granted to lot owners to maintain sales offices, general business offices and model homes shall not be restricted or limited to the sales activity of such lot owners relating to the Subdivision, but shall benefit such lot owners in the construction, development and sale of such other property and lots which such lot owners 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 or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another lot without the consent of the owner of such lot. No more than a total of two animals may be kept on any 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.



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"); 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. 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 (lots 155 to 165, 198 and 199 inclusive) or between the Side Lot Line facing Countryside Boulevard and the dwelling on lots adjacent to Countryside Boulevard (lots 151, 189 to 196, inclusive and 199) (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.

D. Definitions.

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 inside a garage. No trucks or vehicles which are 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 and any vehicle not in operable condition or validly licensed shall be permitted in the Subdivision only parked inside of a garage and concealed from public view.

10. Storage; Clothes Hanging; Antennas.

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. Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, TV or electric 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 public view, such as in attics or garages.

11. Lot Upkeep.

After acquiring title from Developer, all owners of lots whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

12. 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". This Restriction shall not become effective, however, until two (2) years from the date of recording of these Restrictions.



MISCELLANEOUS1. 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 (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 instrument may alter or rescind these Restrictions in whole or in part. For a period of one (1) year from their date of execution, the Restrictions may be amended or modified by the Developer subject to receive written approval from the Veterans Administration. Thereafter, the Restrictions may be amended or modified only by seventy-five percent (75%) of the lot owners. For the purposes of the foregoing sentence, ownership of more than one lot by any person shall be construed as ownership of a single lot. No amendment of the Restrictions pursuant to this Paragraph, however, shall require a lot owner to remove any Structure or fence constructed 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 the owner took title to his lot if the construction of such Structure or fence commenced within ninety (90) days of his taking title. No amendment shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of the County.

2. Enforcement.

If any person, firm or corporation, or their heirs, 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 provision 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 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.

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 of this 12th day of April, 1978.

In the presence of:

U.S. HOME CORPORATION

Jane Tombari

By [Signature]  
Division President

Kathy Moore

STATE OF FLORIDA )  
                          )  
COUNTY OF PINELLAS )

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgement, [Signature] to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Amended Restrictions as Division President of the above named U.S HOME CORPORATION, and acknowledged to and before me that he executed such instrument as such Division President of the corporation by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

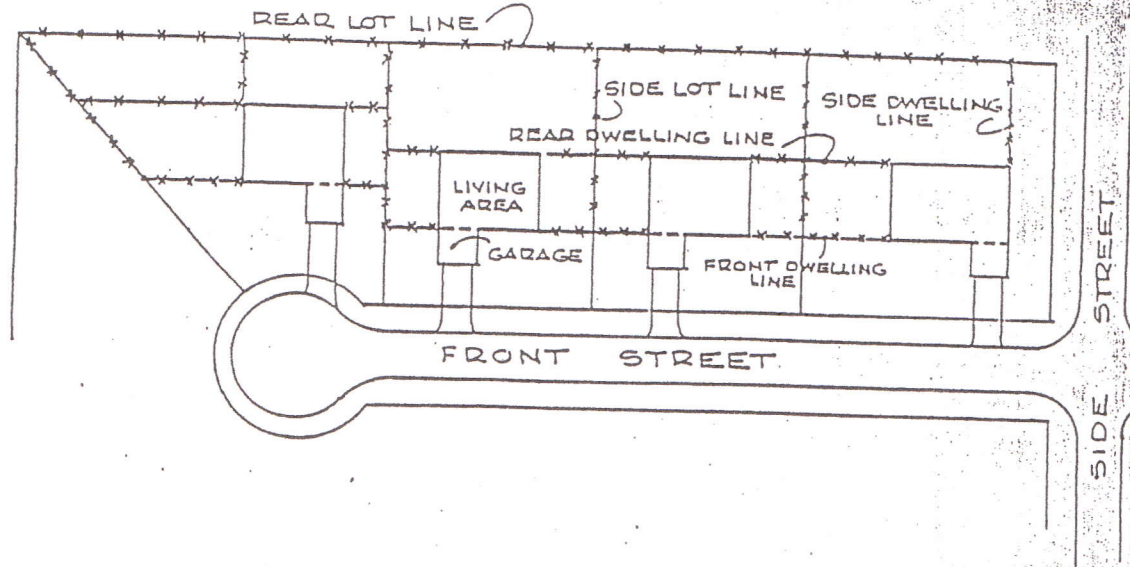
WITNESS my hand and official seal at Clearwater, County of Pinellas, State of Florida, this 12th day of April, 1978.

[Signature]  
Notary Public

Notary Public, State of Florida at Law  
My Commission Expires Jan. 23, 1981  
Bonded by American Life & Casualty Company



EXHIBIT A



PERMITTED LOCATION OF 6 FOOT FENCES SUBJECT TO OTHER PROVISIONS OF RESTRICTIONS

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

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

70172 05-11-2001 21:09:15 AGS  
51 ASM-US HOME CORP  
000000  
ID:01158792 BK:11366 SPG:1672 EPG:1674  
RECORDING 003 PAGES 1 \$15.00  
TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00

3  
1500  
TOTAL 1500  
CASH

[space above line for recording information]

THANK YOU VERY MUCH

ASSIGNMENT OF DEVELOPER RIGHTS

Clubhouse Estates, Unit Four

01-158792 MAY-11-2001 9:10PM  
PINELLAS CO BK 11366 PG 1672

THIS ASSIGNMENT OF DEVELOPER RIGHTS ("Assignment") is made this 15<sup>th</sup> day of March, 2001, by U.S. Home Corporation, a Delaware corporation, hereinafter referred to as the "Developer", whose mailing address is 311 Park Plaza Blvd, Suite 460, Clearwater, FL 33759, and CLUBHOUSE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is Post Office Box 15556, Clearwater, FL 33766, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, the Developer developed that certain subdivision known as Clubhouse Estates, Unit Four, as recorded in Plat Book 77, Pages 16 and 17, 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 12, 1978 and recorded in Official Records Book 4681, Page 1352, 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");

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. 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.

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

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

(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.

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 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"

Sign: Dana Bailey  
Print: Dana Bailey

Sign: Rosemary A. Colasina  
Print: Rosemary A. Colasina

U.S. HOME CORPORATION, a Delaware corporation

By: [Signature]  
Print Name: James L. [Signature]  
Title: Regional Vice Pres.



Witnesses:

"ASSOCIATION"

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

Sign: Carol Novak  
Print: CAROL NOVAK

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

Sign: A. P. De...  
Print: John C Panapolis

STATE OF Florida  
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me this 15<sup>th</sup> 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



STATE OF FLORIDA  
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April,  
2001, by Saundra 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  
NOTARY PUBLIC  
Print Name: John Lien  
My Commission Expires: 5-9-03



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