

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BLVD., SUITE A
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2014231972 08/19/2014 at 11:44 AM
OFF REC BK: 18498 PG: 982-1032
DocType: NOTICE RECORDING: \$435.00

**NOTICE OF REVITALIZATION OF
DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS
FOR POINT SEASIDE RESIDENTS ASSOCIATION, INC**

Pursuant to Florida Statutes §720.403, et seq., Point Seaside Residents Association, Inc., whose business address is c/o Innovative Community Management Solutions, Inc., 600 Ease Tarpon Avenue, Tarpon Springs, FL 34689, files this notice that the Declaration Covenants and Restrictions and Grant of Easements for Point Seaside has been revitalized from the filing date of this notice. A copy of the Declaration of Covenants and Restrictions and Grant of Easements for Point Seaside, a true and correct copy of the Articles of Incorporation, and a true and correct copy of the By-Laws and any adopted amendments thereto are attached hereto and made a part hereof as Exhibit "A".

Approval of the revitalization of the Declaration of Covenants and Restrictions and Grant of Easements for Point Seaside was approved on June 10, 2014, by a vote of not less than the majority of the owners of Point Seaside, conducted at a meeting after notice to the members of the Association pursuant to Florida Statutes §720.403, et seq.

Pursuant to Florida Statutes §720.407(3), the legal description of each affected parcel of property to be encumbered by the Declaration and other governing documents is attached hereto as Exhibit "B," and the letter of approval of the revitalization by the Department of Economic Opportunity is attached hereto as Exhibit "C."

POINT SEASIDE RESIDENTS ASSOCIATION, INC.

By: Sarah Stork
Sarah Stork, as President

ATTESTED:

Carl Folkman
Carl Folkman, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of AUG, 2014, by Sarah Stork, as President, and Carl Folkman, as Secretary, of Point Seaside Residents Association, Inc., a Florida not-for-Profit corporation, in their capacity as officers and on behalf of the corporation. They are personally known to me or have produced FLORIDA DRIVER'S LICENSE and FLORIDA DRIVER'S LICENSE as identification and did take an oath.

My Commission expires:

Donna M. Cox
Notary Public
State of Florida at Large



DONNA M. COX
MY COMMISSION #EE 007285
EXPIRES: August 8, 2014
Bonded Thru Budget Notary Services

83029738

P. 5176 PAGE 234

01 Cnt 11 Cnt
40 Rec 105.00
41 US
43 Int
Tot 105.00/19

RETURN TO:
This Instrument Prepared By:
G. PENFIELD JENNINGS, of
FREEBORN, JENNINGS & RUGGLES
1960 Bayshore Boulevard
Dunedin, Florida 33528

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND GRANT OF EASEMENTS
FOR
POINT SEASIDE**

An Environmentally-Sensitive Coastal Community

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, ("Declaration"), is made and entered into on this 31st day of January, 1983, by POINT SEASIDE, INC., a Florida corporation, hereinafter referred to as "Developer".

25 25037357 75 0001 16P083
40 105.00
105.00 EA

WITNESSETH:

WHEREAS, Developer, as the owner of the real property described in ARTICLE I of this Declaration, desires to create thereon a residential community of single family dwellings; and

WHEREAS, Developer desires to provide for the preservation of values and amenities in the community and for the maintenance of the street lights, roadways, common improvements, drainage facilities; and to this end, desires to subject The Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which are for the benefit of The Property and each owner thereof; and

WHEREAS, in furtherance of such purposes, the Developer desires to create an agency for the administration and enforcement of these covenants, and the collection and disbursement of assessments authorized hereunder;

WHEREAS, Developer will incorporate under the laws of the State of Florida, a nonprofit corporation, POINT SEASIDE RESIDENTS ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid;

WHEREAS, all parties executing or joining in the operation of this Declaration desire to establish, grant and convey to the POINT SEASIDE RESIDENTS ASSOCIATION, INC., the easements and other rights herein created and established;

NOW, THEREFORE, the Developer and all parties executing and joining in this Declaration declare that the real property described as The Property in ARTICLE I, hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit it) shall have the following meanings:

- A. Association. POINT SEASIDE RESIDENTS ASSOCIATION, INC.
- B. Common Improvements. Those improvements on the land as constructed by the Developer or Association for the enhancement and protection of the The Property or to meet governmental requirements placed on The Property.
- C. Common Areas. Any and all properties owned by the Association for the common use and enjoyment of its members.
- D. Lot. Any parcel of land shown on the recorded subdivision plat of The Property as a platted single-family lot. "Lot" shall also include the residence located thereon when a residence has been constructed on the Lot.

-1-

FREEBORN, JENNINGS & RUGGLES
ATTORNEYS AT LAW DUNEDIN, FLORIDA

EXHIBIT "A"

RECORDED
FEB 16 6 17 PM '83
CLERK CIRCUIT COURT

E. Owner. The record owner, including the Developer, whether one or more persons or entities own the fee simple title to any Lot; provided, however, owner does not include any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or other legally valid proceeding in lieu of foreclosure.

F. Member. All those Owners who are members of the Association as provided in ARTICLE III, Section I hereof.

G. The Property. All lands platted as POINT SEASIDE SUBDIVISION, per the recorded plat thereof in Plat Book 85, Pages 50 and 51, of the Public Records of Pinellas County, Florida.

H. Additions to The Property. Additions of real property other than The Property described herein, which subsequently become subject to this Declaration or any supplemental Declaration under the provisions of ARTICLE II. There shall be no restriction on the number of "Additions to The Property" nor shall there be any restrictions as to the number of Lots contained within each Addition to The Property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERE TO

Section 1. Property Subject to Declaration. The Property and each Lot is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to The Property.

A. The Developer from time to time may, in its sole discretion, without necessity of consent or joinder of the owners or other parties whatsoever, cause additional lands to become subject to this Declaration which additional lands are defined above as "Additions to The Property". However, under no circumstances shall Developer be required to make such additions. Additions to The Property shall be of such size as the Developer determines, and the number of Additions to The Property shall be in the sole discretion of the Developer. Until such time as Additions to The Property are made in the manner herein set forth, real property owned by Developer other than The Property shall in no way be affected by or become subject to the terms and conditions of this Declaration.

B. Additions to The Property authorized under this Declaration may be bound by such different or additional restrictions and covenants as the Developer may deem appropriate or desirable, to reflect the different character, if any, of the Additions to The Property. The Declaration of Covenants and Restrictions on Additions to The Property shall not require the joinder, consent or approval of any person.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as will be provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association, may be added to the properties, rights and obligations of the Association or the surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by the Declaration upon The Property and Additions to The Property. No such merger or consolidation shall affect any revocation, change or additions to the covenants established by this Declaration within The Property and Additions to The Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner shall be a member of the Association. If the owning entity shall not be a natural person, the

entity shall designate a natural person who shall then be the designated member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot and may not otherwise be assigned, hypothecated, or encumbered in any manner.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be those owners as defined in Section 1 other than the Developer. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Developer shall be the Class B member. The Developer, as Class B member, shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, the Class B membership shall be discontinued, and the Class B member shall become Class A members and entitled to vote as such.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within The Property, and Additions to The Property, hereby covenants and each owner of each Lot, by acceptance of title therefor, whether or not it shall be so expressed in the instrument of conveyance, is deemed to covenant and agree to pay to the Association all annual and Special Assessments established by the Association under authority of this Agreement. All such assessments, together with interest, costs and reasonable attorney fees, shall be charges on the land and shall be continuing liens upon the Lots against which such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the obligation of each party having an ownership interest in such property at the time when the assessment falls due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of The Property and for the improvement and maintenance of any of the common improvements, including, but not limited to:

- A. Payment of operating expenses of said Association.
- B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of signage, landscaping, tennis courts, walking pier, and other such Common Improvements.
- C. Maintenance, improvement and operation of all easements and systems on The Property.
- D. Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association.
- E. Providing night watchmen, or other security services as may be specifically authorized by the Association.
- F. Doing any other thing or things necessary or desirable, in the judgment of the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the subdivision.

G. Repayment of funds and interest thereon, borrowed by the Association.

H. Maintenance, alteration, repairs or improvements of any private roadways or other avenues for ingress, egress or parking now or hereafter owned by the Association or by its members.

Section 3. Initial Annual, and Maximum Amount of Assessments.

A. Initial Assessment. The initial assessment shall be the sum of One Hundred Fifty Dollars (\$150.00) per Lot, one-half (1/2) of which will be paid by the Developer, and the balance by the Lot Owner, at the closing on each lot.

B. Special Assessment. The owners of lots one (1) through six (6), who have purchased prior to the restrictions of this Declaration, shall be required to pay their One Hundred Seventy Five Dollar (\$75.00) portion of the assessment at the time of recordation; however, the Developer shall be exempt from the initial assessment for such lots.

C. Annual Assessment. On the first Monday in each January, beginning January 3, 1983, there shall be due and payable to the Association an annual assessment of Sixty Dollars (\$60.00) for each Lot.

D. Reduction of Assessment Amount. The Board of Directors may reduce the annual assessment for any year after 1983, upon determination that the full amount of the annual assessment established above is unnecessary to meet current and future needs of the Association.

E. Change in the Amount of Annual Assessments. Subject to the previous provisions of this Article, the Association may change the amount of any annual assessment for any future year by a vote of a two-thirds (2/3) majority of the members thereof, irrespective of the Class of members who are voting, (meaning that there will be one (1) vote per lot), taken at a meeting duly called and held in accordance with the provisions contained herein and in the Articles of Incorporation and the By-Laws of the Association.

Section 4. Special Assessments. The Association is hereby vested with the authority to levy such additional assessments as the members may deem necessary or appropriate for the management, operation, maintenance, repair, replacement, alteration or improvement of the Common Elements or Common Areas or to provide for such additions thereto as may be authorized under this Declaration. The affirmative vote of a two thirds (2/3) majority of the members thereof, irrespective of the class of members who are voting, shall be required for this purpose, taken at an annual or special meeting called and held in accordance with the provisions of the Articles of Incorporation and the By-Laws of the Association.

Section 5. Certification of Payment. The Association shall upon written request furnish to an Owner a statement in writing signed by an officer of the Association, setting forth whether the assessment attributable to their property has been paid. This statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Record of Receipts and Expenditures. The Association will maintain a record of all of its receipts and expenditures in accordance with standard accounting principles. These records of the Association shall be available for inspection by the members at reasonable times and upon prior scheduling.

Section 7. Late Charge for Assessments. If any Lot Owner shall fail to pay an assessment within fifteen (15) days from the date on which it becomes due and payable, then the Association may levy a late charge as an additional assessment against the delinquent Owner, and may collect the same as is provided for the collection of assessments herein. This late charge shall not exceed the sum of Two Dollars (\$2.00) for each day in which the delinquency shall occur beyond the fifteen (15) day grace period.

CHANGE
OF ASSESS-
MENT VOTE

✓ JAN. 1ST
15 DAYS

\$2.00

LATE FEE
PER DAY

STARTING ON
16th OF
MONTH

Section 8. Lien for Assessment Unpaid. All unpaid assessments will bear interest at the highest lawful rate from the due date until the date of payment. This interest will be in addition to any late charge established by the Association in accordance with the provisions of the preceding paragraph. The Association shall have a lien upon each Lot for all unpaid assessments, late charges and interest. The lien shall also include a reasonable attorney's fees and all costs incurred in the collection of the delinquent assessment, and the enforcement of the lien, including but not limited to, all trial and appellate litigation costs. This lien shall be exercised by recording upon the Public Records of Pinellas County, Florida, a Claim of Lien in the name of the Association, stating the amount due, the date when due, a description of the Lot against which the assessment is made, and the name of the record Owner thereof. Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate in the same manner as is authorized for the foreclosure of liens under Chapter 713, of Florida Statutes. In addition, the Association may bring an action at law to recover a money judgment for the unpaid assessment amounts, without waiving any Claim of Lien right, hereunder.

Section 9. Limitation of Assessment Liability by Mortgagee. When the Mortgagee of a First Mortgage of record or deed given in lieu thereof, or other party buying through a foreclosure thereof, obtains title to a Lot as a result of a foreclosure of the First Mortgage, such acquirer of title and his successors and assigns shall not be liable for any unpaid assessments pertaining to the foreclosed Lot, which became due prior to the acquisition of title, unless a Claim of Lien for such assessment is recorded prior to the recording of the Mortgage.

Section 10. Exempt Property. All properties of the Association conveyed by easement to, or other interest dedicated to any public authority for public use will be exempt from the assessments, charges and liens which are authorized herein.

Notwithstanding the homestead laws of Florida, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

ARCHITECTURAL REVIEW BOARD

Section 1. General. No building, fence, driveway, patio, paved area (other than plotted streets), wall or other structure shall be erected, constructed or maintained upon any Lot located within The Property or Additions to The Property, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot, until the plans and specifications showing the nature, shape, height, materials, square footage, location and landscaping or the same shall have been submitted by the proposer of the improvements to and approved in writing by the Architectural Review Board as hereinafter defined. If the Architectural Review Board fails to grant or deny approval within thirty (30) days after said plans and specifications have been submitted to it, said Board approval will be deemed to have been given. One (1) copy of all plans and specifications shall be furnished by the proposer of the improvements to the ARB for its records, and written receipt showing the date received, shall be required of and provided by the Board.

Section 2. Set Back Lines. The set back lines for location of houses on lots shall be as set out in the Planning Criteria attached as Exhibit "A". In order to assure that the location of houses will be staggered where practical, so that the maximum possible amount of view, privacy and breeze will be available to each house and so that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of large trees and other natural features, the ARB shall have the right to control and to decide the precise site and location of any house or dwelling or other structure upon The Property and the Additions to The Property; provided, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site.

Section 3. Commencement and Completion of Construction. Unless expressly waived in writing by the Developer, construction of a home must commence within eighteen (18) months after the date of transfer of title to the owner of his Lot. The exterior of all houses and other structures must be completed within one (1) year

after the construction shall have commenced, except where completion is impossible or would result in great hardship to the owner or builder due to reasonable and excusable cause, such as strikes, fires, national emergency or natural calamities. Failure to comply with this restriction shall be grounds for rescission of the sale of the lot by the Developer and, if a construction has commenced, payment to the owner of the fair market value of such uncompleted construction.

Section 4. Use. All houses and structures appurtenant thereto on The Property and the Additions to The Property shall be used for residential purposes, exclusively.

Section 5. Guest Suites. A guest suite or like facility may be included as part of the main dwelling or as an accessory building, but the suite may not be rented or leased except as part of the entire premises including the main dwelling. Further, the guest suite shall not result in overcrowding of the site.

Section 6. Creation and Composition of A.R.B. The Developer shall form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB" consisting of three (3) persons designated by the Developer. The ARB shall maintain this composition until control of the Association has passed to the owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Property. The Board of Directors shall also be obligated to appoint at least one (1) member of the Association to the ARB. Neither the Association, the Board of Directors of said Association, nor the members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. All actions of the A.R.B. shall be taken only at board meetings called upon reasonable advance notice given to each member and at which a quorum of two (2) members are present.

Section 7. Planning Criteria. The Developer, in order to give guidelines to owners concerning construction and maintenance of residences hereby promulgates the ARCHITECTURAL REVIEW BOARD CRITERIA ("Planning Criteria"), which is attached as Exhibit "A", and hereby declares that The Property and Additions to The Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

Section 8. Duties. The ARB shall have the following purposes and duties:

A. To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of which the Association has notice. Any amendment shall include any and all matters considered appropriate by the ARB not consistent with the provisions of this Declaration.

B. To approve or disapprove, any building, fence, wall, pool or other structure which is erected or maintained upon The Property; to approve or disapprove any exterior additions or changes or alterations therein; and to approve or disapprove any plans and specifications for Lot grading and landscaping. For any of the above, the proposer of the improvements shall furnish to the ARB a set of the plans and specifications showing the nature, type, shape, height, materials and location of the same. The ARB shall state its approval or disapproval in writing, giving the reasons therefor (such as, for example an absence of harmony of the external design and location in relation to surrounding structures) and specifying changes that would correct any problems resulting in disapproval. The conclusion and opinion of the ARB shall be binding. It may determine for any reason, including purely aesthetic reasons, that said improvement, alteration, addition or change is not consistent with the development plan formulated by the Developer of The Property and Additions to The Property or contiguous lands thereto.

C. To require to be submitted to it for approval, samples of building materials proposed or other data or information reasonably necessary for it to reach its decision.

D. To require each owner to submit two (2) sets of plans and specifications to the ARB prior to applying for any commitment for construction financing or obtaining a building permit. One set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approval of plans or specifications must be evidenced by signatures of at least two (2) members of the ARB on the plans or specifications furnished.

Section 9. Power of Association in Review Process. In addition to the ARB, the Association shall have the authority, upon the vote of a majority of the members thereof present at any meeting duly called and held for such purpose, in accordance with the Articles of Incorporation and the By-Laws of the Association, from time to time, to include within the promulgated Planning Criteria other restrictions or amendments to existing restrictions, regarding such matters as prohibitions or regulations pertaining to window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, parking, storage or repair of vehicles, removal of trees, gutters, easements, play structures, swimming pools, utility connections, television antennas, driveway construction, and other such restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria heretofore set forth for residential planning criteria promulgated by the ARB.

Section 10. Enforcement of Planning Criteria. In addition to the other powers and duties set forth above, the ARB, along with the Developer or the Board of Directors shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time. Should any owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, and the Board of Directors of the Association shall have the right to enter upon the Lot and to make such corrections or modifications as are necessary or to remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the owner. Should the ARB, the Developer, or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal in any judicial proceedings, shall be collectable from the owner. Neither the ARB, the Developer, the Board of Directors of the Association, nor any of their agents or employees, shall be liable to any owner, for any injury or damage, unless caused by either gross negligence or intentional wrongdoing of the ARB, the Developer or the Board of Directors.

Section 11. Authority to Grant Variances. The Architectural Review Board shall have the authority, upon the vote of a majority of the members thereof present at a meeting called and held for such purpose, in accordance with the Articles of Incorporation and the By-Laws of the Association, to grant variances to any provision herein contained and under its jurisdiction by this Article V, which is based upon its determination that a hardship to the Owner would otherwise result, or that the Owner's design or use criteria are of exceptional merit, and in harmony with the intent, although not the language of these Restrictions.

ARTICLE VI

EXTERIOR REPAIRS AND MAINTENANCE

Section 1. Exterior Repairs and Maintenance. In addition to maintenance of the Common Improvements, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any residence located on a Lot. Prior to performing any maintenance on any unimproved Lot or residence located on a Lot, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Property or Additions to The Property. Before beginning any work, the Board of Directors must furnish thirty (30) days written notice to the owner at the last address listed in the Association's records for the owner, notifying the owner that unless certain specified necessary repairs or maintenance are made within said thirty (30) day period the Board of Directors shall cause said necessary repairs or maintenance to be made or performed and same shall be charged to the owner. Upon failure of the owner to act

within said period of time, the Board of Directors shall have the right to enter upon any such Lot to make the required repairs or maintenance. The Board of Directors shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and all other exterior improvements; provided, however, neither the request of any owner to the Association to provide the foregoing, nor the said notice by the Association to the owner, shall in any way obligate the Association make such repairs or to provide such maintenance.

Section 2. Assessment of Cost. The cost of such exterior maintenance or repair shall be assessed against the Lot Owner, and shall be payable immediately. The Association shall have the same lien rights, rights of interest and late charges for non-payment, and collection remedies as it has for other assessments, as provided in this Declaration. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under ARTICLE IV hereof, may add thereto the estimated cost of the exterior repairs and maintenance for that year but shall, thereafter, make such adjustment with the owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior repairs or maintenance authorized by this Article, the Association, and its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Condition of Building(s) or Grounds. It shall be the responsibility of each owner to prevent from occurring any untidy, unsightly or unkempt conditions of building(s) or grounds on his Lot which shall tend to substantially detract from the neat, harmonious and attractive appearance of the community as a whole or a specific area.

Section 2. Land Use. No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as herein above set forth. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the other residents within the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may destroy or substantially detract from the enjoyment of other property in the neighborhood by the owners thereof. Further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Insect, Rodent and Fire Control. In order to implement effective insect, rodent and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping has been implemented (with no prior written approval of the Association of such plan), such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, clearing, cutting or pruning underbrush or weeds which in the opinion of the Association affects the safety of the Association members. Such entry for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon land to remove any trash which has collected on such Lot without such entry and removal being deemed a trespass. The provisions of this Section 3 shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 4. Dwelling Size and Location. Each single family dwelling shall be located on no less than a full lot and shall have a minimum living area of 1,300 square feet exclusive of screened and open porches, terraces, patios, garages, and the like. Each dwelling shall have a minimum of two bathrooms.

Section 5. Garages. All dwellings shall have a garage adequate to house at least two (2) automobiles, and shall be equipped with garage doors that will be maintained in a useable condition. No carports or open structures for the purpose of housing automobiles or any other such vehicle shall be permitted on any Lot.

Section 6. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. This does not restrict the right of any owner to install, operate and maintain a water pump or well or accessories pertaining thereto on the premises for use only for swimming pool and irrigation purposes.

Section 7. Signs. No commercial signs shall be erected or maintained on any Lot, with the exception of "For Sale" signs which shall not exceed twenty-four (24) inches by twenty-four (24) inches which are to be displayed only inside a window of a house and at no other location on the Lot, except when the dwelling is "open for inspection" and the particular owner's representative is in attendance. This Section 7 does not apply to the Developer or his agents, who shall have the right to erect and maintain signs of such size and in such locations as they may deem appropriate.

Section 8. Parking. No vehicle shall be parked on any part of any Lot except on a paved street or driveway unless specifically designated for such purposes and approved by the ARB. No house or travel trailer, motor home, camper, boat, boat trailer or other recreational vehicle shall be parked in the subdivision unless such is concealed from public view within a garage or structure as approved by the ARB. No trailers, or commercial vehicles other than those present for business with a household may be parked in the subdivision, and those vehicles present for business shall not remain longer than during regular business hours.

Section 9. Easements and Utilities. Perpetual easements for the installation and maintenance of utilities and drainage facilities and access easements to the shore from Seaside Drive, all as shown on said plat for the subdivision filed in the public records of Pinellas County, Florida, are hereby dedicated. No structure shall be erected, placed or permitted and no alterations shall be made within any easement, except with the express written consent of the ARB and the Association. No owner shall in any way hinder the surface or subsurface drainage of the property within a drainage easement. No utility improvement, drainage structure or contour, water and sewer line within any street right-of-way or easement area shall be removed or altered for any purpose without the specific written consent of the Developer. Such consent of the Developer shall be contingent upon prior approval by all appropriate governmental bodies.

Section 10. Storage Receptacles. No fuel tanks, oil tanks, bottled gas tanks, water coolers, swimming pool filters or similar structures or storage facilities may be exposed to public view. Any such structure or receptacle may be installed only within the main dwelling house, within the accessory building, or within a screened area as approved by the ARB. Storage facilities which are underground and approved by the ARB are permissible, provided all necessary governmental approvals are secured.

Section 11. Trees. No trees measuring six (6) inches or more in diameter at two feet above ground level may be removed without the written approval of the ARB unless located within five (5) feet of the main dwelling or any accessory building or site thereof. Further, any required governmental tree removal permit shall be secured by the owner.

Section 12. Temporary Structures, Facilities and Parking. No structure of a temporary character shall be placed on The Property or Additions to The Property at any time; provided, however, that this prohibition shall not apply to shelters used by owner or his agent during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not at any time be used as residences nor permitted by owner or his agent to remain on said property after completion of construction. This prohibition shall apply to all tents, trailers, campers and the like. Temporary parking only for the specific purpose of loading or unloading a recreational vehicle, boat, camper or trailer shall be allowed for a period not to exceed twenty-four (24) hours.

Section 13. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot other than cats, dogs and other household pets which are not bred or maintained for any commercial purposes. The total number of such pets shall not exceed three (3) in number per Lot. Such pets will not be allowed to roam unattended.

Section 14. Garage and Yard Sales. No owner or resident will be permitted to have yard sales or garage sales at any time.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, by the Owner of any land subject to this Declaration, their legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded. After such time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years until and unless an instrument signed by the then owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate said Covenants and Restriction in whole or in part.

Section 2. Notices. Any notice required to be furnished to any member or owner under the provisions of this Declaration shall be deemed to have been properly furnished when mailed, to the last known address of the person who appears as Member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Developer, the Association, or any individual member may enforce these covenants and restrictions through any remedy available at law or in equity, against any party who violates or attempts to violate them. All costs incurred, including a reasonable attorney's fee shall be the expense of the defaulting party. The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, an individual member, or the Association, to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 4. Sovereignty. The invalidation of any provision or provisions of the Covenants or Restrictions set forth herein by Judgment or Court Order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full force and effect.

Section 5. Amendment by Developer. The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency among the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to the said land which do not lower standards of the Covenants and Restrictions herein contained, and (c) to release any building plot from any part of the Covenants and Restrictions which have been violated (including building restrictions) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 6. Acceptance of Responsibility. Every owner purchasing a Lot in POINT SEASIDE shall be conclusively presumed, by the recording of the conveyance of said property to such owner, to have agreed to abide by the provisions herein contained and to do and perform all affirmative acts required herein and to refrain from doing those things prohibited herein.

Section 7. Government Regulations. Each owner of a Lot within POINT SEASIDE shall abide by all applicable laws and ordinances of the State of Florida, of Pinellas County and of any other governmental body having jurisdiction with respect to The Property.

Section 8. Environmentally - Sensitive Areas. The Developer proposes both to create the Point Seaside Sanctuary and to establish a recorded "sensitivity line", consistent with the master plan for conservation and development of its overall tract. The proposed Sanctuary abuts numerous platted homesites of POINT SEASIDE. Therefore, in addition to the above and foregoing covenants and restrictions pertaining to The Property, each owner of a Lot further agrees to be bound by the following conservation restrictions as to the proposed Sanctuary adjoining The Property and as to the owner's land waterward of the "sensitivity line":

No owner shall build or maintain a structure or improvements, or place any fill on any portion of the said Sanctuary or sensitivity area, or plant any vegetation or planting materials, or remove, damage, alter, or otherwise adversely impact the vegetation within the Sanctuary or sensitivity area or otherwise take any actions of any kind that will adversely affect the vegetation or marine and animal life within such Sanctuary or sensitivity area, without the written consent of the then-owner of the Sanctuary or subject portion thereof as to the Sanctuary, or without the written consent of the Association, as to the owner's land within the sensitivity area. The Association or any individual owner of a lot in POINT SEASIDE shall have the absolute and unnumbered legal right to enforce the terms and conditions of these covenants and restrictions.

ARTICLE IX

COVENANT CONCERNING ROADWAYS

Section 1. Intent. It is the intent of the Developer and each lot Owner that the roadways, avenues and rights-of-way within the Subdivision become private rights-of-way for the benefit of the Owner and their guests, licensees and invitees. To this end the Association will, in the near future, endeavor to obtain from the government of Pinellas County, Florida, a vacating and release of all such roadways, avenues and rights-of-way.

Section 2. Dedication. The Developer and each Owner hereby dedicate and grant to each other Owner, and to the Association, for the use and benefit of the members, their guests, licensees and invitees a perpetual easement on, over, under and across all roadways and other easement areas as identified and shown on the Subdivision plat, which each may hereafter own as a consequence of the vacating and release discussed in the preceding paragraph. This perpetual easement will be for access, ingress, egress, utilities and all other purposes intended for the common good of the members of the Association, and consistent with the provisions of this Agreement.

Section 3. Security. If vacating and release shall be obtained, the Association is hereby authorized to establish a limited access entry system for the Subdivision, through the access areas rededicated by the preceding paragraph. All costs and expenses incurred in establishing, operating, maintaining, altering and improving such security and limited access system shall be considered an ordinary expense of the Association, assessable as any other expense, herein.

ARTICLE X

WATERFRONT ACCESS EASEMENTS

Easements for ingress and egress for pedestrian traffic between the waterfront areas and shown on the Subdivision Plat, are hereby granted by the Owners, to the Association for the use and benefit of its members, their guests, licensees and invitees. Such easements are on, over, under and across areas ten (10) feet in width, the centerlines of which are the boundary lines between the following lots: Lots four (4) and five (5); Lots fourteen (14) and fifteen (15); and Lots twenty-two (22) and twenty-three (23). Said easements are granted in perpetuity. All costs and expenses incurred in conjunction with the ownership of these easement rights, or in their use

and enjoyment shall be common expenses of the Association collectable in the manner of collecting other easements, set forth herein.

IN WITNESS WHEREOF, the Developer, POINT SEASIDE, INC., has caused this document to be executed, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

Judy K. Duff
Jacqueline F. Hulet

POINT SEASIDE, INC.

By: Douglas E. Nauman
Its President

ATTEST:

Bridget A. Ness
Secretary

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 acknowledgments, Douglas E. Nauman and Bridget A. Ness, who being first duly sworn state that they are President and Secretary, respectively, of POINT SEASIDE, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily on behalf of the corporation and for the purposes therein expressed.

WITNESS my hand and official seal at
day of January, 1982.

NOTARY PUBLIC

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires JULY 8, 1983