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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRYPARK

APR 18 2 33 PM '86

This instrument creates and states the Declaration of Restrictions of COUNTRYPARK as this Declaration of Covenants, Conditions and Restrictions of COUNTRYPARK.

WITNESSETH:

For and in consideration of the premises and for other good and valuable considerations, MCNAY BROTHERS INVESTMENT COMPANY, a Florida Corporation, as Developer (hereinafter referred to as "Developer") does hereby restrict the use, as hereinafter provided, of all the properties and improvements included in the property described in Exhibit A (being hereinafter sometimes referred to as the "Land") and does hereby place upon the Land the following covenants to run with the title to the Land and the grantees, their heirs, successor and assigns, of and under and deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the covenants, conditions and restrictions hereinafter set forth.

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ARTICLE I - DEFINITIONS

Section 1.01. - Terms.

The following words and terms, when used in this declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

- (a) "Association" shall mean and refer to HONORABLE COUNTRYPARK HOMEOWNERS ASSOCIATION OF PINELLAS COUNTY, INC., a Florida non-profit corporation, together with its successors, legal representatives and assigns.
(b) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
(c) "ByLaws" shall mean and refer to the ByLaws of the Association, as same may be amended from time to time.
(d) "Certificate of incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.
(e) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this declaration.
(f) "Developer" shall mean and refer to McNay Brothers Investment Company, a Florida corporation, formed under the laws of Florida, together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.
(g) "Development" shall mean COUNTRYPARK residential community, located in Pinellas County, Florida, on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this declaration.
(h) "Dwelling" shall mean and refer to a single family residence located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words Lot and Unit.
(i) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.
(j) "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A", and is designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a Dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the words "Unit" or "Dwelling".
(k) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VI.
(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the "Land".
(m) "Plat" shall mean and refer to any recorded subdivision map or maps of all or a portion of the "Land".

RETURN TO: McNay Brothers Investment Co. 2901 Enterprise Rd E. Clearwater, FL 33519

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Tot 53.00

(n) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and ByLaws.

(o) "Unit" shall mean and refer to a single family Dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the words "Lot" or "Dwelling".

(p) "Structure" shall have the same meaning as used in the City of Clearwater Building Code.

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

## ARTICLE II - RESTRICTIONS

### Section 2.01 - Lots.

The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements at any time situated on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants. No building or other improvements situated on an Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

### Section 2.02 - Vehicular Parking.

Except as provided in Section 2.08, no vehicle shall be parked on any part of the Land, except on paved streets and paved driveways. No commercial vehicles, except those present on business, shall be parked on the Land. No trailers, boats, campers, trucks other than pickups, mobile homes, or motorcycles may be parked in the Development unless parked inside garages and concealed from public view. Motorized recreational vehicles shall not be parked in the Development unless parked inside garages and concealed from public view.

### Section 2.03 - Unit Plates and Mailboxes.

A Mailbox and the number of the residence shall be placed on each Lot. The size, location, design, style and type of material for each such mailbox and number of the residence shall be designated by the Developer or approved by the Architectural Control Committee.

### Section 2.04 - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed on any Lot, except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36") by twenty-four inches (24"). Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model homes, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

### Section 2.05 - Aerials.

No exterior radio or television mast, tower, pole, wire, aerial, satellite receiving station or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices of any kind shall be installed or maintained on the exterior of any Unit or on any portion of any Lot.

### Section 2.06 - Electrical Interference.

No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with normal television or radio reception of any other Units.

### Section 2.07 - Animals.

No horses, exotic animals, mules, ponies, donkeys, burros, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be

Section 2.07 – Animals. (Continued)

kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Domesticated household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of the Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot or Unit.

Section 2.08 – Nuisances.

No illegal, noxious, or offensive activity shall be permitted or carried on any part of the Land or Development, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood or Development. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land.

Section 2.09 – Resubdividing.

The Lots shall not be resubdivided, replatted, or divided without the prior written consent of the Developer.

Section 2.10 – Clotheslines.

Clotheslines are not permitted unless they are completely hidden from the view of persons off the Lot. No clothing, bedding, or other similar items shall be hung over or on any windows, doors, walls or fences if the same is visible from any street.

Section 2.11 – Fences, Walls, and Hedges.

There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Committee. Provided, however, Developer, so long as Developer maintains any model homes within the Development, shall have the right to fence the entire Lot or any part of Lots being used as models in contradiction to this provision and any other provision of this Declaration.

(a) Perimeter.

Fences not in excess of six (6) feet in height may be installed around the perimeter of a Lot if they are of a material, color and size approved by the Architectural Committee. The installation of chain-link fences is prohibited.

(b) Privacy.

The size, material, color and location of all privacy fences or walls must be approved by the Architectural Committee. Landscape buffers may be required on the outside of any privacy fences and walls by the Architectural Committee.

(c) All fences must be installed with the posts on the inside and must have landscape buffers as may be required herein. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner, except that portion of the Barrier Wall and the Entranceway Planters facing Enterprise Road and Parkstream Avenue respectively which are to be maintained by the Association.

(d) Location.

No fence may be constructed in the following areas:

(1) Between the street facing the front of the Dwelling ("The Front Street") and a straight line connecting front living area of the Dwelling to the Side Lot Lines ("The Front Dwelling Line"); or

(2) Between the street facing the side of the Dwelling ("the Side Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines ("Side Dwelling Line").

(e) Special Provisions.

Notwithstanding anything to the contrary, the Developer and The Association, as successor of the Developer, shall have the right to install and maintain walls around the perimeter of the Development on individual Lots, with said fences maintained by the Association. Developer, so long as Developer maintains any model homes within the Development, shall have the right to fence the entire Lot or Lots being used as models as hereinbefore set forth in this Section. This Section 2.11 does not apply to completely enclosed, screened areas attached to the dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved by the The Architectural Control Committee.

Section 2.12 – Carriage Lights.

The size, location, number, design, style and type of material for free standing carriage lights shall be designated by the Developer or approved by The Architectural Control Committee.

Section 2.13 - Lot Maintenance.

The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement area located on such Lot, free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with the preceding sentence of this Section 2.13, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do other things and perform and furnish any labor necessary or desirable in its judgement to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute a special assessment against the Lot.

Section 2.14 - Regulations.

Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Developer or the Association as successor to the Developer in the manner provided by the Articles of Incorporation and ByLaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.15 - Casualties.

In the event that a Unit or any part thereof is damaged or destroyed by fire, casualty or otherwise are damaged the Owner thereof or the Association, whichever the case may be, shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration.

Section 2.16 - Reconstruction.

Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or any parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Association. Time for reconstruction shall be undertaken within three (3) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

Section 2.17 - Street Lighting.

Street lighting is provided by taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 2.18 - Structures and Dwellings.

All Structures or Dwellings shall be located and positioned on the Lot by the Developer. No Structure or Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling. All Structures and/or Dwellings shall be erected in compliance with the Building Code of the City of Clearwater and the zoning requirements for COUNTRYPARK subdivision. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line.

Each and every lot owner, other than Developer, will construct sidewalks on his or her lot or lots adjacent to all road frontages as required by the City of Clearwater Building Code within twelve (12) months from the date of purchase of said lot or lots. This condition applies whether or not a dwelling is or about to be erected on the lot or lots.

Section 2.19 - Dwellings.

- (a) No Dwelling shall have a square foot area of less than two thousand (2,000) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of two story or split level Dwellings, the ground floor must be no less than one thousand two hundred (1,200) square feet exclusive of screened area, open porches, terraces, patios and garages, and provided that the total square foot area of the ground floor and upper floor is not less than two thousand two hundred (2,200) square feet.
- (b) No Dwelling shall exceed two and one-half (2 1/2) stories in height.
- (c) All roofs except flat roofs shall be covered with cement roof tile, clay roof tile, copper sheeting, slate or cedar shake shingles, except that roofs with an 8/12 pitch or greater may use a minimum weight of 370 pound dimensioned fiberglass asphalt shingle. Flat, built-up roofs shall be permitted only over Florida rooms, porches or patios at the rear of the residence. No projections of any type shall be placed or permitted to remain above any roof of any Dwelling with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any front street.
- (d) No Dwelling shall have an exposed structural block, imitation brick, or imitation stone face.
- (e) No Dwelling shall use raw aluminum for any purpose, including but not limited to, windows, doors, lanai enclosures, roofs, garage doors, pool enclosures, or any other purpose.
- (f) All Dwellings shall be constructed with solid concrete driveways or decorative pavers approved by the Architectural Control Committee.

(g) All Lots shall have entire solid sodded front, side and rear lawns of Floratam sod or such substitutive sod as approved by Developer or the Architectural Control Committee.

(h) All Lots shall have a one hundred percent (100%) underground installed sprinkler system with automatic timer.

(i) Each Dwelling shall comply with the following landscaping requirements:

(i) A Landscaped plan shall be drawn and must have the prior written approval of the Developer and the Architectural Control Committee and must at least meet the requirements hereinafter set forth.

(ii) There must be a minimum of four <sup>3</sup> shade trees selected from the following list:

- A. Live Oak or Laurel Oak
- B. Red Maple
- C. Sycamore
- D. Sweet Gum
- E. Others approved by the Architectural Control Committee

(iii) At least two (2) shade trees must form street scape as follows: The trees must be 16 to 18 feet in height with a 10 foot to 12 foot spread, and they must be planted and maintained in the front of each Lot at least ten (10) feet behind the front property line. There must be at least two (2) additional foliage trees, 14 to 16 feet in height with a 10 foot to 12 foot spread, or four (4) palms (two (2) palm trees equal one (1) foliage tree) planted on the lot, one (1) of which must be planted and maintained in the front yard (as described on Section 2.11(d) (1)) and the second (2nd) tree planted and maintained in (iv) below.

(iv) Shrubbery shall be planted along the front and sides of Dwellings. At least seventy five percent (75%) of the front and side foundations facing any street must be covered with a shrubbery buffer not less than 1.5 feet in height and approved by the Architectural Control Committee.

The longest side of all pool enclosures and all exterior walls of Dwellings without doors or windows must have at least one (1) shade tree meeting the above requirements.

The Owner shall, at his expense, design and install all landscaping on the Lot in accordance with this provision. If, at the time construction of a Dwelling is completed, the Owner has not installed said landscaping, the Developer may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute a special assessment against the Lot. Future additions or modification to the landscaping on a lot must be approved by the Architectural Control Committee.

(h) No basketball backboards or hoops shall be located on any Dwelling.

(i) All oil, soft water tanks, air conditioner compressors, wood piles or other ancillary or mechanical equipment, including, but not limited to, water softeners, well pumps, sprinkler pumps or pool heaters shall not be visible from a street and shall be suitably screened as not to be visible from any Lot or street. Use of window or wall unit air conditioners is prohibited.

(j) No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surrounding Lots. All lots will be shaped and graded in accordance with the Grading Plan as drawn by the Developer's Engineer.

(k) All Dwellings shall be provided with one electric remote garage door opener.

#### Section 2.20 – Use of Accessory Structures.

No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, except as approved by the Architectural Control Committee, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in the Development; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work.

#### Section 2.21 – Amendments and Modifications by Developer.

Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of ten (10) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the restrictions set forth in this Article II without notice to or approval by any Lot Owners of the Development or Association.

#### Section 2.22 – Refuse Collection.

All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup earlier than the evening

Section 2.22 – Refuse Collection (Continued)

preceding pickup, and any and all containers for such trash, garbage and refuse be returned no later than the evening of pickup to their normal location. No weeds, rubbish, debris objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Land if it renders the Land or any part thereof unsanitary, unsightly, offensive or detrimental to the Land, the Development, or any Lot. Notwithstanding anything contained herein to the contrary, it is understood that Developer reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any Dwelling located on such Lot is issued; provided, however, during construction of Dwelling Units, Lots shall be cleaned and cleared of debris not less than three (3) times during such period.

Section 2.23 – Ordinances

Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county or governmental ordinances, including but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

Section 2.24 – Pumping

The Owners of any Lot which includes or is adjacent to a pond, creek, bayhead or any other body of water shall not draw down said body of water by pumping or draining therefrom, except that the Association may install equipment and pump from the Detention Pond to irrigate that land between the Barrier Wall and the curb along Enterprise Road.

Section 2.25 – Proviso

Until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots, Developer may make such use of the unsold Lots as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, construction office, the showing of the Land and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

**ARTICLE III – UTILITIES, EASEMENTS AND ROADS**Section 3.01 – Easements

Perpetual easements (herein called "Easements") for the installation or maintenance of utilities, including storm sewer, sanitary sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved both to the Developer and the County of Pinellas and the City of Clearwater in and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on the Plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer, Pinellas County and City of Clearwater shall each have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") and who shall furnish Utilities or other services to the Development or other property. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer, to maintain such Easement Areas or to install or maintain the Utilities or any retention or detention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, irrigation system, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the Easement Areas or any Utility or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, creek, lakes or other retention areas (herein referred to as "Retention or Detention Areas") which are shown on the Plat or which may be constructed in such Easement Areas.

Section 3.02 – Maintenance of Easements

The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights, and Easements. Easement Areas of each Lot, including landscape easements and planting thereon, whether reserved hereunder or shown on the Plat, or as may have been installed by the Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, except for those improvements which the Utility Provider is responsible, and except for that area designated as lying between the Barrier Wall and Entranceway Planters facing Enterprise Road and Parkstream Avenue respectively, which shall be maintained by the Association. With regard to specific Easements for drainage as shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas.

In particular, those lot owners whose lots contain the banks of the Detention Pond will allow no activity or disturbance of any kind on those banks, except as provided

Section 3.02 - Maintenance of Easements (Continued)

herein. The grass will be allowed to grow to its natural length. The cutting of weeds taller than the grass is required but such cutting is to be done selectively with a minimum of walking on the banks. The grassed area from the edge of the bank receding fifteen (15) feet away from the edge of the bank is known as the Detention Pond Maintenance Berm. No fences, structures, or shrubbery are allowed on this Berm. The grass on the Berm may be mowed no closer to the ground than three (3) inches. All clippings must be removed immediately after mowing. Any dead areas of sod on the banks or on the Berm are to be replaced with fresh sod of Argentine Bahia grass. Any soil erosion or washouts must be repaired by replacing the soil to its original position and resodding with fresh sod of Argentine Bahia grass.

## ARTICLE IV - ADDENDA

Section 4.01 - Changes and Modifications

Any and all Changes and Modifications to this Declaration which having been duly authorized as provided for in this Declaration shall be recorded in the same court of competent jurisdiction as this original Declaration.

## ARTICLE V - ARCHITECTURAL CONTROL

Section 5.01 - Architectural Control Committee.

The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (herein after sometimes referred to as the "Committee"). No Member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Lots, Dwelling, or Units in the manner hereinafter provided.

Section 5.02 - Committee Authority.

No exterior additions or alterations, including exterior coloring, to any building, Structure, or Lot in the Development, additional landscaping, fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03 - Committee Approval.

Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (Except as to the interior of any Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by the Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in the Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.



Section 5.04 - Procedure.

As is set forth in Section 5.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself as the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such application to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such Regulations and limitations as the Board or the Committee deems advisable.

Section 5.05 - Standards.

No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land as a residential community; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 5.06 - Developer Consent.

Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of the Developer, unless such approval is waived in writing by Developer.

Section 5.07 - Exculpation of Developer and Committee.

Developer and Committee cannot and shall not be held responsible for any loss or damage to any person arising out of the approval of plans, designs or construction errors. Nor shall Developer or Committee be held responsible for loss or damage to any person arising out of non-compliance with any zoning law or ordinance or land use or building regulation.

**ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS**Section 6.01 - Members.

Every Owner of a Lot shall be a member of the Association as designate in Section 6.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

Section 6.02 - Membership Classes and Voting Rights.

The Association shall have the following two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, except the Developer for so long as the Developer retains Class B voting rights as defined herein, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) Class B. The Class B Member shall be the Developer and shall be entitled to One Hundred Fifty Four (154) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(2) on December 31, 1990.

Section 6.03 - Joint Owners.

When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by the Developer.

**ARTICLE VII - ASSESSMENTS**Section 7.01 - Purpose of Assessment.

The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the health, safety and welfare of the residents in the Development and for the improvement and maintenance to those easement areas to be maintained by Association, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel; and such other needs as may arise.



**Section 7.02 – Creation of Lien.**

In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) special assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pinellas County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

**Section 7.03 – Special Assessments.**

In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of members. The Board of Directors may also levy special assessments from time to time against specific lots as authorized in Sections 2.13, 2.19, and 8.01(b), or any other applicable provision of this Declaration. Notwithstanding the foregoing, a special assessment authorized under Section 8.01 (b), Article VIII, and Sections 2.13 and 2.19, Article II hereof, need be approved only by the Board of Directors and not two-thirds (2/3) vote of the Membership.

Written notice of any meeting called for the purpose of making a levy of a special assessment requiring approval of the membership shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

**Section 7.04 – Annual Assessments.**

Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly, or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay annual assessments for the period of time that the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A Members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses. Developer, at its option, may elect to pay annual assessments for Lots it owns rather than subsidize the Association as hereinbefore set forth.

**Section 7.05 – Uniform Rate of Assessment.**

Both annual and special assessments shall be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly, or annual basis; provided, however, that as to special assessments against particular lots, such assessments need not be fixed at a uniform rate and may be collected on any basis required by the Association.

**Section 7.06 – Commencement of Annual Assessments; Due Dates.**

The annual assessments provided for herein shall commence as to each Lot at the time of the closing of the purchase of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

**Section 7.07 – Remedies of the Association for Nonpayment of Assessments.**

Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, and file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of Foreclosure. The Association shall have the right and the power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability

**Section 7.07 – Remedies of the Association for Nonpayment of Assessments (Cont.)**

for the assessments provided herein. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pinellas County, Florida.

The Association shall have a right to suspend the voting rights of a Member for any period during which any assessment against his Lot or Unit remains unpaid, and for a period not exceeding sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

**Section 7.08 – Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall release such Lot from liability for any assessment thereafter becoming due. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

**Section 7.09 – Exempt Property.**

All properties dedicated to and accepted by a public authority and all properties owned by the Association shall be exempt from assessments created herein.

**ARTICLE VIII – MAINTENANCE OF ENTRANCEWAY PLANTERS,  
BARRIER WALL AND LOTS**

**Section 8.01**

The responsibility for the maintenance of the Entranceway Planters, Barrier Wall and Lots within the Development shall be as follows:

**(a) Entranceway Planters and Barrier Wall.**

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Entranceway Planters, Barrier Wall and any improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Entranceway Planters and Barrier Wall are those structures facing Parkstream Avenue and Enterprise Road respectively and being within the easement dedicated to those structures as shown on the plat for Countrypark subdivision. The rear facing of the Entranceway Planters and Barrier Wall are to be maintained by those lot owners on which the Planters and Wall are built. The Association and its assigns will be allowed access behind the Entranceway Planters and Barrier Wall to maintain the electrical, irrigation, and any other necessary equipment. The Association will also maintain the right of way area along Enterprise Road which continues East from the end of the Barrier Wall and such maintenance will stop at a line forty (40) feet West of the southerly projected center line of Landmark Drive.

**(b) Lots.**

Each Lot-Unit Owner shall be responsible for the maintenance of his Lot-Unit and right-of-way areas adjoining his Lot-Unit, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot and Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Associations deem it in the best interest of the Development, then the Association may provide said maintenance after the delivery of seven (7) days written notice to the Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

**(c) Taxes.**

The Association shall pay all real and personal property taxes and assessments for any property owned by the Association.

**(d) Insurance.**

The Association shall maintain adequate casualty and liability insurance if required.

**(e) Drainage and Utility Easements.**

The Association shall not be responsible to maintain those easement areas designated on the Plat as "Drainage and Utility Easement" which shall be maintained by

the Lot Owners.

## ARTICLE IX - REMEDIES

### Section 9.01 - Violations.

Whenever there shall have been built, or there shall exist on any Lot, any structure, building, or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

## ARTICLE X - SPECIAL PROVISION TO SATISFY THE REQUIREMENTS OF FEDERAL MORTGAGE ASSOCIATION.

### Section 10.01.

The Association shall allow all Unit Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

### Section 10.02.

Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Unit in the Development.

### Section 10.03.

The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners other than the Developer assume control of the Association, upon ninety (90) days' written notice to the other party.

### Section 10.04.

Upon written request, the Association shall furnish the following notices to the holder of any mortgage on any Unit in the Development:

- (a) Notice of any condemnation or casualty loss that affects a material portion of the Development of the applicable Unit.
- (b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Unit.
- (c) Notice of any Lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

## ARTICLE XI - MISCELLANEOUS

### Section 11.01 - Approvals.

Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been submitted to Developer as required above, the consent or approval of the Developer to the particular action sought shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

### Section 11.02 - Assignments.

Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provision of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said Committee, except in the event aforesaid. None of the provision of this Section 11.02 shall apply to or affect the Provisions of Article VI.

### Section 11.03 - Developer's Rights.

Developer reserves and shall have the sole and exclusive right:

- (a) To modify and amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Units or Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(b) To amend, modify, or grant exceptions or variances from any of the use restriction set forth in Article II of this Declaration of Covenants, Conditions and Restriction without notice to or approval by other Owners or mortgagees. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location of composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of the Developer under this subsection.

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or ByLaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, construction trailers and sales trailers. The Developer shall further have the right to complete construction of all improvements to the Entranceway Planters and Barrier Wall contemplated by its development plan and to transact, on the Development, any business to consummate the sales of Lots/Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer.

Section 11.04 – Additional Covenants.

No Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 11.05 – Termination.

These Covenants, Conditions, and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of the recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the Owners representing seventy-five per cent (75%) of the votes of Lots has been recorded in the Public Records of Pinellas County, Florida, in which written agreement any of the Covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 11.06 – Amendment.

Subject to the provisions of Section 11.03 (b) hereof, the covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent seventy five per cent (75%) of the votes of Unit-Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the Land is located. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of a Lot shall be effective without the joinder of the institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as a bank, (including, without limitation, a mutual savings bank), life insurance company, savings and loan association, real estate company, FNMA, or other lender active in the area, including the successors and assigns of any such entity.

Section 11.07 – Negligence.

Any Owner shall be liable for expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit or its appurtenances.

Section 11.08 – Enforcement.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these Covenants, it shall be lawful for Developer, Association or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or;

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 11.08 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, his grantees, successors or assigns, or the Association to enforce any Covenant or any other 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.

(c) In any proceeding arising because of alleged failure to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said Documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Section 11.09 - Severability.

The invalidation of any provision or provisions of the Covenants set forth herein by judgement of court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 11.10 - Paragraph Headings.

The paragraph headings contained in these Declarations are for reference purposes only and shall not in any way affect the meaning, content, or interpretation thereof.

Section 11.11 - Conflicts.

In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the ByLaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed the date and year indicated.

Signed and sealed in the presence of:

*[Handwritten signatures]*  
Katherine C. Carter

DEVELOPER:

McNay Brothers Investment Company  
a Florida corporation

By *[Handwritten signature]*  
Terence M. McNay, President

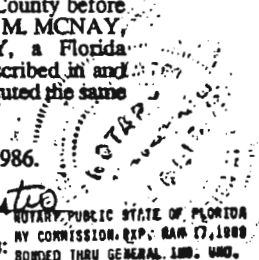
Dated: 18 APRIL 1986

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared TERENCE M. MCNAY, as President of MCNAY BROTHERS INVESTMENT COMPANY, a Florida corporation, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Covenants, Conditions and executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 18<sup>th</sup> day of April, 1986.

*[Handwritten signature]*  
Katherine C. Carter  
Notary Public  
My Commission Expires:



**EXHIBIT A  
COUNTRYPARK SUBDIVISION**

LEGAL DESCRIPTION: A portion of the East 1/2 of the Northeast 1/4 of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida, described as follows:  
For a Point of Beginning commence at the Southwest corner of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 32; thence run N.00°01'44"W., along the West boundary of the East 1/2 of the Northeast 1/4 of said Section 32, a distance of 1988.95 feet to a point on the Southerly right-of-way line of Enterprise Road East; thence, along said right-of-way line, run S.89°50'15"E., parallel to and 50.00 feet South of the North boundary of said Section 32, a distance of 1291.35 feet to a point of intersection with the Westerly right-of-way line of Landmark Drive; thence, along said right-of-way line run S.00°02'44"W. parallel to and 40.00 feet West of the East boundary of said Section 32, a distance of 1993.48 feet to a point on the South boundary line of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 32; thence along said line, run N.89°38'09"W. 1288.78 feet to the Point of Beginning. Containing 58.9708 acres, more or less.