

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOX CHASE TOWNHOMES UNIT A

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this \_\_\_\_ day of March, 1988, (hereinafter "Declaration"), by HOOKER HOMES, INC., a Georgia corporation, d/b/a L.J. HOOKER HOMES (hereinafter together with its heirs, successors and assigns referred to as "Developer") the owner of all the right, title and interest in and to the property situated in Pinellas County, Florida described in attached Exhibit A and incorporated herein by reference (hereinafter referred to as the "Property").

W I T N E S S E T H :

WHEREAS, the Developer, as owner of the Property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the community, and for the purposes of promoting a plan of common development of the Property desires to impose certain covenants and restrictions on the use of said Property.

NOW THEREFORE, it is declared that the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which are to run with the land and are and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns of the Property, and shall inure to the benefit of each Owner as set forth hereinafter:

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean the following wherever used in the Declaration:

Section 1. "Association" shall mean and refer to FOX CHASE TOWNHOMES UNIT A HOMEOWNERS' ASSOCIATION, INC., a Florida

corporation, not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto), if any, owned by the Association for the common use and enjoyment of the Owners under this Declaration. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit B attached hereto and incorporated herein by this reference. No Common Area under this Declaration can be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners.

Section 3. "Developer" shall mean and refer to HOOKER HOMES, INC., a Georgia corporation, d/b/a L. J. Hooker Homes, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 4. "Lot" shall mean and refer to any dwelling unit, site, or plot of land shown upon any map or plat of the Property recorded or to be recorded with the exception of the Common Area. The word lot shall include both the platted site or plot of land, and the residence located thereon when same has been constructed.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration.

Section 7. "FHA" shall mean the Federal Housing Administration.

Section 8. "VA" shall mean the Veteran's Administration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, and all other easements and rights provided for herein, and the Common Areas defined in the Common Area Declaration, as amended, all of which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to the use or exercise of any such right by an Owner, including, but not limited to, the right to the use of the recreational facilities for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded; and

(d) the right of individual lot owners to the exclusive use of parking spaces as provided hereunder.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment, and other rights set forth herein, in and to the Common Area and improvements thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside on said Owner's Lot.

Section 3. Drainage Easement. Easement for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded map or plat of the Property. Within these

easements, no structure, planting or other material shall be placed or permitted to remain which may impede the flow of water through drainage channels in the easements. It is important that the banks, swales, and berms, constituting a part of any lake, and any swales and drainage canals located within the Property remain undisturbed and properly maintained in order to perform their function. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible. No one shall take any action which would impede the use of the easement in the manner intended.

Section 4. Encroachment Easements. In the event that any improvement shall encroach upon any of the Common Area or upon any Lot, or in the event any Common Area or Lot shall encroach upon any improvement, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist, whether or not this Declaration is terminated or expires.

Section 5. Easements for Utilities and Services. Easements are hereby reserved and created through and on the Property as may be necessary or desirable for utility services to serve the Lots. Said non-exclusive easement is created hereby in favor of each utility, governmental service, agencies, departments, authorities, or other entity providing service, including, but not limited to, electricity, water, gas, telephones, power, potablewater, sanitary sewer, satellite dish, master television antenna system, and cable television, to any Lot for a distance of five (5) feet on either side of the line, pipe, structure or other item installed to provide such service. The easement created by this paragraph shall not, however, allow for the creation or maintenance of any easement lying beneath any Lot with properly constructed improvements or any improvements which were constructed in accordance with all applicable laws and regulations.

An easement is further granted to all police, fire protection, ambulance, postal carriers and delivery personnel, and

all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or hereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Owner of a Lot by acceptance of a deed to a Lot agrees to execute such document.

Section 6. Owner's Right of Entry for Maintenance and Repair. On each Lot there shall exist a right of entry in favor of the Owner of the adjacent Lot on which the side of the improvement or building constructed on the Lot is situated at or on the common side of the Lot line. This right of entry shall extend in width five (5) feet from the side of the Lot in length from the rear corner of the benefitted improvement or building constructed on the Lot to the front Lot line of the Lot on which the right of entry exists. This right of entry shall be for the Owner of each Lot benefitted by the right of entry (and those entering on his behalf) and shall be solely for entry without permanent change to the Lot subject to this right of entry at reasonable times for the purpose of maintenance of and repair to the benefitted improvement or building constructed on the Lot. No Owner of any Lot on which this right of entry shall exist shall erect any improvement or barrier that does not allow for utilization of this right of entry.

Section 7. Parking Rights. The Owner of each Lot shall have an exclusive right of use to one (1) automobile parking space situated upon the Common Area, together with a right of ingress and egress to and upon such parking area. The Association may assign one such parking space permanently to each such Lot, which shall be as near and convenient to such Lot as is reasonably practicable.

Section 8. Exclusive Easements in Common Area. The Owners shall have an exclusive right and easement of use and enjoyment in and to a portion of the Common Area adjacent to each such Lot as described more particularly hereinbelow. Such easements shall be appurtenant to the ownership of a Lot, shall pass with the transfer of title to a Lot, and may not be separated from the title to a Lot, either voluntarily or involuntarily, and for purposes of ingress and egress for any Lot shall remain superior to any subsequent conveyance or encumbrance of the Common Area. The exclusive easements granted and created hereby are described as follows:

(a) Each Owner shall have an exclusive easement in and to the concrete deck or patio area located at the rear of and adjacent to each said Lot.

(b) Each Owner shall have an exclusive easement in and to that portion of the Common Area located in the front of the Lot and upon which a walkway or entry has been built as part of the work by the Developer.

Section 9. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, and between the adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article IX of this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer, and for replacements thereof; for encroachments caused by the willful placement, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the provisions of this Declaration; and for the drainage of ground and surface water in the manner established by Developer.

To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support, and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements or encroachments may

only extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any Owner, tenant or the Association.

Section 10. Owner Easement for Pedestrian and Vehicular Access. Each Owner shall have an easement for pedestrian and vehicular ingress and egress over, upon and across the Common Area for access to his Lot. Such easement shall be exclusive as to any driveway appurtenant to such Owner's Lot but shall be nonexclusive as to the remainder of the Common Area. The Association additionally may assign to the Owner of each Lot an exclusive right of use with respect to any postal, refuse storage and collection, or other facilities, if any, as may from time to time be maintained by the Association on the Common Area for the use of all Owners severally. All rights and easements granted by this Article shall be appurtenant to, and pass with, the title to each Lot.

Section 11. Specific Easement for Electrical Service. There is hereby specifically granted an easement for installation, maintenance and replacement of electrical meters and power lines to be located on one or more of the exterior walls of an end Lot and immediately adjacent to the rear walls of all Lots encroaching into the exclusive use areas located at the rear of all Lots. These easements shall extend as reasonably necessary but only so far as actually used by Developer in the initial construction of the residences and location of said meters and wires.

Section 12. Rights of Entry. The United States Postal Service, its successors and assigns, and any utility from time to time furnishing service to any Lot, shall have a right of entry across and onto the Common Area and that portion of any Lot not occupied by the improvements thereon for the purposes of providing mail delivery or furnishing services to any Lot, as the case may be. The foregoing shall not be construed as granting the right to any person to install permanent facilities within the Common Area

or within any Lot or to enter the Common Area or any Lot for the purpose of maintaining such permanent facilities.

Section 13. Construction and Sales. There is hereby reserved to the Developer, its designees, successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, and display, including, without limitation, signage, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Property; provided, however, that such use shall terminate upon the Developer's sale of all Lots.

Section 14. All Rights and Easements Are Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. The benefit of such rights and easements over, across and through the Common Area may be subdivided among not more than 41 Lots. Whenever any such right or easement is described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this Article expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Owner. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. A membership shall be transferred automatically by conveyance of that Lot. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided however,



the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Association. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned, provided however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split votes. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1992.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

## ARTICLE IV

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order, and repair. The Association's duties shall extend to, and include, all parking areas and private streets, if any, situated on the Common Area.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each building or improvement on a Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot is caused through the wilfull or negligent acts of its Owner, or through the wilfull or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether

such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal, accounting, and management services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Lot.

Section 5. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Associations' Articles of Incorporation or By-Laws.

Section 6. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 7. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and extended coverage casualty insurance upon the Common Area. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds. The form and extent of such insurance coverage at all times shall meet all minimum requirements, if any, applicable to the Property and established by any of the following agencies of the United States Government: VA, FHA, Federal National Mortgage Association, and Federal Home Loan Mortgage Corporation.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.

Section 9. Restriction on Capital Improvements. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer, and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the Owners.

#### ARTICLE V

##### OWNER'S OBLIGATIONS

Section 1. Owner's Obligation to Repair. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 2. Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct each residence in a manner which will substantially restore it to its appearance and conditions immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. If reconstruction or repair of any such building or improvement is not so recommenced within six (6) months, the Owner thereof shall raze or remove the same promptly from Owner's Lot.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, if any, (2) special assessments for capital improvements, if any, such assessments to be established and collected as hereinafter provided, and (3) specific

assessments against any particular Lot which are established pursuant to the terms of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and of the homes situated upon the Property, as well as for the enforcement of the obligations provided herein and such emergency repairs as the Association is obligated to perform hereunder or in its sole discretion may deem necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Nine Hundred Forty Eight (\$948.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or other action to enforce this Declaration, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. A quarterly, semi-annual or annual payment of assessments may be agreed to by the members at a duly called and noticed meeting after the conversion of the class B membership as provided in Article III (hereinafter "Membership Conversion").

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following Membership Conversion. The first annual assessment shall be adjusted accord-

ing to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a lien on such Lot in favor of the Association. Such liens shall be subject and inferior to the lien for all sums secured by a first mortgage encumbering such Lot. Except for liens for all sums secured by a first mortgage, all other lienors acquiring liens on any Lot after the recordation of this Declaration in the Public Records of Pinellas County, Florida, shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Public Records of Pinellas County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien accruing for the same.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days in which to cure delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section shall be given to the encumbrancer. Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this section; and, upon such payment, such encumbrance shall be subrogated to all rights of the Association with respect to such lien, including priority.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association 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 all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida.

Section 13. Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Except for Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII

##### RESTRICTIONS, COVENANTS AND CONDITIONS

Section 1. Purpose of Lot. No Lot shall be used for anything other than residential purposes, except for model office and residential dwelling units which may be maintained by the Developer on the Lots for purposes of the sale of residential dwellings within the Property. Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain on any Lot.

Section 2. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size. Nothing herein shall be construed to prohibit the creation of easements or similar restrictions required by applicable governmental regulations.

Section 3. Temporary Structures. Except while the Developer is constructing homes on the Property, no structure of a temporary character, trailers, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, temporarily or permanently. Except as provided herein, no structure may be erected on any Lot for other than residential purposes except Developer's temporary structure.

Section 4. Occupancy Approval. No building or structure upon the Property shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 5. Other Structures. No garage or structure other than a Developer's temporary structure shall be erected on any Lot prior to the construction of a dwelling.

Section 6. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Structures. No structure shall be moved onto any Lot in the area covered by these restrictions, except temporary buildings used by a Developer in connection with construction work.

Section 8. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, no more than two (2) household pets shall be permitted per Lot. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property, and relating to animals.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot, except for signs used by a Developer to advertise the Property during the construction and sales period.

Section 10. Maintenance. All dwellings, structures, buildings, walls, driveways, and fences placed or maintained on the Property or any portion thereof shall at all times be maintained in good condition and repair.

Section 11. Garbage Prohibited. No rubbish, trash, garbage, or other waste materials shall be kept or permitted upon any Lot or Common Area except inside the improvements on each Lot or in sanitary containers concealed from view and in accordance with rules and regulations adopted by the Association. No Lot shall be used as a dumping ground for rubbish.

Section 12. Garbage Disposal. It shall be the responsibility of the Association to provide one or more locations for large garbage dumpster-like receptacles, which shall be screened from

view on at least three sides. All Owners shall place trash and garbage in such receptacles.

Section 13. Wall Height. No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot.

Section 14. Hedges/Plantings. No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and front setback line of any Lot without the Association's approval.

Section 15. Gravel Roofs. Gravel type roofs may not be used except on flat roof surfaces.

Section 16. Maintenance of Lots. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard by the Association. Specifically:

a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

b) No weeds, vegetation, rubbish, debris, garbage, objects, waste materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the property in the vicinity thereof or to the occupants of any such property in such vicinity.

Section 17. Provisions Inoperative as to Initial Construction. Nothing contained in the Declaration shall be interpreted, construed or applied to prevent the Developer, its transferees, or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the Property owned

or controlled by Developer or its transferees, whatever they determine to be reasonably necessary or convenient to complete work on the Property, including:

(a) Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Developer's business or completing the work, establishing the Property as a residential community, and disposing of the same by individual lots by sale, lease or otherwise; or

(b) Conducting thereon its or their business of completing the work, establishing the Property as a residential community, and disposing of the Property in Lots by sale, lease or otherwise; or

(c) Maintaining such sign or signs as may be necessary or convenient in connection with the sale, lease or other transfer of the Property in Lots.

Developer hereby reserves temporary easements over, across and through the Common Area for all uses and activities necessary or convenient for completing the work. Such easements shall continue so long as Developer prosecutes the work with due diligence and until Developer no longer offers any Lot within the Property for sale or lease in the ordinary course of Developer's business.

Section 18. Reconstruction. No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Association. No construction or excavation in the proximity of any canal, bank, slope or swale shall be permitted which, in the opinion of the Association, would impair the stability of the slopes in said area.

Section 19. Preservation of Trees. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation or fill or clear cutting of trees shall be performed in violation of law.

Section 20. Recreational Vehicles. Boat trailers, campers, mobile homes, travel trailers, or other commercial vehicles, trailers, tents or out buildings shall not be parked, kept or stored on any Lot or street on the Property.

Section 21. Open Outside Storage. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored or located upon any Lot. No open outside storage on any Lot is permitted.

Section 22. Clotheslines. No clotheslines shall be placed on any Lot. No outdoor hanging of articles of any kind shall be permitted on any Lot.

Section 23. Excavations. No excavations for stone, gravel, and dirt or earth shall be made on any portion of the Property; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Developer.

Section 24. Water Wells and Irrigation. No water wells shall be dug on any Lot or on the Property except for purposes of irrigation of landscaping as approved by the Association.

Section 25. Temporary Structures. No structure of a temporary character shall be placed upon the Property at any time; provided, however, that this prohibition shall not apply to temporary shelters used by Developer during the construction or repair of the improvements upon the Property. Such temporary shelters may not at any time be used as residences or permitted to remain on the Property after completion of construction or repairs.

Section 26. Games and Play Structures. No basketball backboards or any other fixed games or play structures shall be located on the Property, other than in the areas designated for such uses by the Association. Tree houses or platforms of a like kind or nature shall not be constructed on any part of a Lot.

Section 27. Outside Installations. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which interfere with the reception of television or radio signals received at any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot by any individual Lot Owner.

Section 28. Window Air Conditioning Units. No window air conditioning units shall be permitted upon the Property.

Section 29. Mailboxes. No mailboxes or paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on the Property unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association. If and when the United States mail service, or the newspaper or newspapers involved, shall indicate a willingness to make delivery to wall receptacles attached to the residences, each Owner, upon the request of the Association, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 30. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Property for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the Property. All vehicles shall have current license plates. The Association shall have the right to have any vehicles located on the Property in violation of these restrictions towed, and charge the expense therefor against the owner in violation.

Section 31. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, or on the Property, except for purposes of construction on such Lot, and they shall not be stored for longer than that length of time reasonably

necessary for the construction in which same is to be used. The provisions of this Section shall not apply to Declarant.

Section 32. Environmental Protection. The Owner of any Lot containing "environmentally sensitive" areas as determined by the Pinellas County Environmental Protection Commission and the State of Florida Department of Environmental Regulation agrees to adhere to all regulations affecting such areas as promulgated by the above agencies or other agencies which may have jurisdiction.

Section 33. Exterior Lighting. No exterior lighting fixtures shall be installed on any Lot.

Section 34. Rules and Regulations. No Owner shall violate the reasonable rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations of the Association; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

Section 35. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration; and no provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in and to the Common Area except as expressly provided in this Declaration. The conveyance of the Common Area by Developer to the Association shall vest in the Association exclusively all riparian rights in and to any streets, pond, lake, or other body of water situated in whole or in part upon the Common Area, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement, or other area dedicated to public



use and situated upon the Common Area, notwithstanding the fact that any Lot is shown or described as abutting the same. It is Developer's express intent that the fact that any Lot is shown or described as bounded by an artificial or natural monument on the Common Area shall not pass to the Owner of such Lot any rights therein, except as expressly granted by this Declaration, but that such monument shall be a part of the Common Area and all rights therein shall inure to the benefit of the Association.

#### ARTICLE IX

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the building or improvement on a Lot upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or wilfull acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilfull acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE X

##### ANNEXATION

Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorneys' fees may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. 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, or the Owner of any Lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in the public records of Pinellas County, Florida.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional property, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or person who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 6. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development, use, and enjoyment thereof. The

headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its hand and seal, this 8<sup>th</sup> day of March, 1988.

"DEVELOPER"

HOOKER HOMES, INC.,  
a Georgia corporation,  
d/b/a L. J. HOOKER HOMES

WITNESSES:

Maria L. Lindell  
Sharon R. Baker

By: [Signature]  
Its: Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared DENNIS J. WOZNIAK, VICE PRESIDENT of HOOKER HOMES, INC., a Georgia corporation, d/b/a L. J. HOOKER HOMES, who is duly authorized to execute this instrument on behalf of the corporation.

WITNESS my hand and official seal, this 8<sup>th</sup> day of March, 1988.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Feb. 3, 1990  
Bonded By SAFECO Insurance Company of America

EXHIBIT A

Legal description of the Fox Chase Project to be provided by  
Surveyor.

EXHIBIT B

Legal description of the Common Areas of the Fox Chase Project to be provided by Surveyor.