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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BAYTOWNE WEST

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THE PREMIERE GROUP, INC., a Florida corporation ("Declarant"), being the Owner in fee simple of all of that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), does hereby declare that the Property and all parts thereof are subject to the restrictions declared below which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot within the Property in order to maintain within the Property a residential area of high standard.

ARTICLE I

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DEFINITIONS

40 85.00

TOTAL 85.00 CHX

1.1 "Association" shall mean and refer to BayTowns West Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.2 "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Committee as set forth herein, and their successors and assigns.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

1.5 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

1.6 "Common Area" or "Common Areas" shall mean all portions of the Property (including pool, cabana, heated spa, and all other improvements and landscaping thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area described on Exhibit "B" attached hereto and made a part hereof shall be deeded to the Association prior to the first conveyance of any Lot from Declarant. The entire sprinkling system serving the Property shall also be deemed a part of the Common Area, and shall be the property of the Association upon installation, regardless of whether all components of same shall be installed within the area described on Exhibit "B", or whether installed within any Lot or Lots.

1.7 "Declarant" or "Developer" shall refer to the parties referenced above, and their successors in interest, if such successors should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and provided some or all of Declarant's rights hereunder are specifically assigned to such successors in interest. Declarant's rights hereunder may be assigned in whole or in part and on an exclusive or non-exclusive basis, at the option of Declarant.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for BayTowns West, as modified and amended from time to time.

1.9 "Dwelling" shall mean and refer to each and every single-family dwelling unit constructed on any Lot, including all

This instrument prepared by: Glee A. Triplett
Attorney at Law, 911 Chestnut St.
Clearwater, Fl. 33517

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detached homes, and each dwelling unit within a duplex, quadraplex, or other multi-family building.

1.10 "FHA" shall mean and refer to the Federal Housing Administration.

1.11 "Lot" shall mean and refer to any plot of land shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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. The term "Owner" shall include the Declarant for so long as the Declarant shall hold title to any Lot, provided that the rights of Declarant hereunder shall take precedence over any restrictions imposed hereunder upon Owners.

1.13 "Property" shall mean that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.14 "VA" shall mean and refer to the Veterans Administration.

ARTICLE II

PROPERTY RIGHTS

2.1 Owner's Easement of Enjoyment. A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Dwellings, for the benefit of the Association, the Architectural Control Committee, all Owners and residents of the Property, and their invitees and licensees, as appropriate, subject to the following:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities within the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for any period not to exceed 60 days for any infraction of its published rules and regulations, whether or not such Owner had actual knowledge of such rules and regulations at the time of the infraction.

(b) 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 upon such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) all provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association.

(d) rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(e) any right of the City of Safety Harbor, Florida, upon the failure of the Association to do so, to maintain such portions of the Common Area as are designated on any plat as being for drainage purposes, and to record a lien against such

Common Areas to secure payment by the Association for the cost of such maintenance.

2.2 Common Areas. The Common Areas shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose. Any Owner may delegate, in accordance with the By-Laws, his right to enjoyment of the Common Areas to his tenants or contract purchasers who reside on the Property, but shall not thereafter be permitted to use the Common Areas for so long as such right to enjoyment is delegated. The Common Areas shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner's Lot or Lots, as provided in Section 6.4.

2.3 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Areas adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair, and reconstruction of any party wall or walls, any nonparty wall or walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof; for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration; and for access to, maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise. Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot, where the original placement of a party wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended to cover lanai on one Lot and extend over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder shall survive damage or destruction of the Dwelling or part thereof causing the encroachment, so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction of the encroaching Dwelling. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

2.4 Easements for Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Lots to

and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Property for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration.

2.5 Developer and Association Easement. In addition to the aforementioned easements, Developer reserves for itself, the Association, the Architectural Control Committee, and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Declaration. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

2.6 Easement for Pedestrian Access. A non-exclusive easement is hereby reserved in favor of Developer, the Association, and their successors and assigns, over and across a strip of land extending two (2) feet on each side of any and all Lot lines within the Property which are not improved by a party wall or other improvements, and which lines lie between the exterior walls of any two buildings on the Property, to be used for pedestrian ingress and egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the four (4) foot easement over certain Lot lines, as described above, may be assigned on a non-exclusive basis by the Developer and/or the Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that

this easement be used to allow specified pedestrians to walk between buildings on the Property in order to reach any portion of the Common Area.

ARTICLE III

THE ASSOCIATION

3.1 Powers and Duties. The Association shall have the powers and duties set forth herein and in the Articles and By-laws, including the right to enforce the provisions of this Declaration, and the right to collect assessments for expenses relating to the Common Areas, and such additional rights as may reasonably be implied therefrom.

3.2 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot.

3.3 Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled to one (1) vote, to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the occurrence of any of the following events, whichever shall first occur:

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

(b) on July 1, 1985.

3.4 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 discharge of its duties as described in this Declaration, 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 and accounting services necessary or desirable in connection with its operations of the land or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, 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:

(a) annual assessments or charges, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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 Lot 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 Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors. The provisions of Section 6.4 regarding interest and foreclosure shall apply to this lien for annual and special assessments.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property and for the improvement and maintenance of the Common Area and other property to be maintained by the Association hereunder, including without limitation, for exterior painting of the Dwellings.

4.3 Cable Television. The Association shall contract for two (2) cable television service outlets to be provided in each Dwelling at the expense of the Association. Basic cable service shall be included in the annual assessments. Additional outlets and pay channels shall be the financial responsibility of the Owner of the Dwelling obtaining such outlets and/or channels.

4.4 Maximum Annual Assessment. Until January 1 of the year immediately following conveyance of the first Lot to an Owner, other than Declarant, the maximum annual assessment shall be \$444.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than Declarant, 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 members of the Association.

(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 two-thirds (2/3) vote of each class of members of the Association 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 assessments at an amount not in excess of the maximum stated herein.

4.5 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 reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area, provided that any such assessments shall have the assent by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. Without limiting the generality of the foregoing, in the event that the annual assessments are not sufficient to defray the cost of painting the exterior of the Dwellings incurred by the Association pursuant to Section 6.2 hereof, the Association may levy a special assessment to collect such cost pursuant to the terms of this Section 4.5; provided, however, that the cost of painting

any structure, addition or improvement added by Owners other than the Developer, including without limitation any carport or garage, shall, at the option of the Association, be borne exclusively by the Owner, and his successors in interest, of the Dwelling and Lot to which such structure, addition or improvement is appurtenant, and shall be assessed only against such Lot.

4.6 Notice and Quorum for any Action Authorized Under Section 4.4 and 4.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.4 or 4.5 shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. Should a quorum fail to be present at such meeting, then within sixty (60) days of such meeting, another meeting may be called pursuant to the notice provisions above, and at such meeting the presence in person or by proxy of members entitled to cast thirty percent (30%) of all of the votes of each class of membership shall constitute a quorum. No meeting shall be held pursuant to the preceding sentence more than sixty (60) days following the preceding meeting.

4.7 Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis, subject to the following:

(a) Where a special assessment is required to perform work on less than all Dwellings, the amount of such special assessment may be allocated only to the Lots on which such work is performed.

(b) As long as there is Class B membership, the Developer shall have the following options: (i) the Developer may pay only the portions of assessments attributable to reserves, and, in addition, will pay the difference, if any, between the total annual operating expenses for the Association and the amount of assessments required to be paid by the other Owners pursuant to this Article; or (ii) the Developer may pay the full rate of assessment at which time the obligation to pay the difference between expenses and assessments will cease.

4.8 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 the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according 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.

4.9 Effect of Non-Payment 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 highest contract rate of interest permitted by Florida law from time to time, which shall be paid as a "late charge" along with the delinquent assessment. The Association may impose a minimum "late charge," not to exceed \$15.00, for administrative expenses incurred in connection with each delinquent assessment. The Association may bring an action at law against the Owner

personally obligated to pay the same, or may file and foreclose a lien against the Lot, in the same manner described in Section 6.4, including without limitation the provisions set forth in Section 6.4 regarding administrative charges, attorneys' fees, costs and interest. Interest on the amount of each assessment shall accrue from the due date of the assessment. 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.

4.10 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 recording of a notice of lien as to the portion of the Property encumbered by such mortgage. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage as described in this paragraph or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to all 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.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Control. No Dwelling, building, wall, fence, pavement or other structure or improvement of any nature shall be erected, placed or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the structure or improvement shall have been approved in writing by the Architectural Control Committee. Each structure or improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any Dwelling, building, wall, pavement, other structure or improvement, and any change in the finished ground elevation, shall be a change requiring approval under this Section 5.1. In the event the Committee shall fail to approve or disapprove any plans or specifications within thirty (30) days of submission, approval of such plans or specifications shall be deemed given. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. In the absence of specific appointment, the Board of Directors shall serve as the Architectural Control Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. So long as the Developer is a Class B member of the Association, any and all actions of the Architectural Control Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

5.2 Liability of Architectural Control Committee. The Architectural Control Committee and each of its members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of the Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. The Committee shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any Owner by acquiring title to any Lot, agrees that such person shall not bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

ARTICLE VI

MAINTENANCE AND COMMON AREAS; DAMAGE; INSURANCE

6.1 Maintenance of Common Area and Landscaping. All of the Common Area, all lawns and all original plantings, and all personal property owned by the Association shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all landscaped areas, including without limitation trees, grass, shrubs and plantings; private access streets and parking spaces; drainage easements; all walks serving more than one lot; and all recreational and other commonly owned facilities shall be maintained exclusively by the Association and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any Lot, subject to the terms of Section 7.3. The Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign(s) for BayTowne West, indicating the entrance to the Property. This provision shall not limit the obligation of an Owner to maintain the exterior of his Dwelling, including patios and screened porches. In the event that the need for maintenance or repair of the Common Area or any personal property owned by the Association is caused by the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 6.4.

6.2 Painting of Exterior of Dwellings. The Association, subject to the rights of the Owners and the Developer, as set forth herein and in any other recorded restrictions, shall be responsible for the painting of the exterior of the Dwellings. Such painting shall be performed at such times and by such persons as may be designated by the Board of Directors. All other maintenance of the exterior of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner.

6.3 Care and Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including roofs, gutters, downspouts, glass, screened areas, and otherwise by and at the expense of the Owner. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Section 6.4 below.

6.4 Lien Rights; Foreclosure. Upon performing any work described in Section 6.3, or to secure any other sum payable by an Owner under the terms of this Declaration, the Association shall be entitled to file in the Public Records of Pinellas County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the expense is incurred, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense due to the Association pursuant to Article 4 or Article 6 and for any other sums due from the Owner to the Association hereunder, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure and the same shall be secured by the lien foreclosed. The Association shall have the right to bid at the foreclosure sale and acquire title to the Lot. The lien herein provided shall be subordinate to the lien of any mortgage, encumbering any Lot, recorded prior to the recording of a notice of lien, in favor of any institutional lender or mortgage company or insured by the FHA or guaranteed by the VA, provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

6.5 Utilities, Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one Dwelling, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one Dwelling, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be assessed against the Owner deemed responsible by the Board of Directors, and if it cannot be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost assessed against an Owner pursuant to this Section shall be a lien upon such Owner's Lot(s) pursuant to Section 5.4.

6.6 Party Walls.

(a) Each wall which is built as a part of the original construction of the Dwellings and placed or intended to be placed on the dividing line between any two Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) 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.

(c) If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owner thereafter makes use of the party wall, such Owner shall contribute to the cost of restoration thereof in proportion to his use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this paragraph, an Owner who, by any 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.

(e) The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this paragraph, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party fail to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the party which failed to do so.

6.7 Damage; Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as 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, or in the case of the Common Area, to grass over and landscape the land, and/or replace improvements within the Common Area in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling, access ways, or Common Areas, or any part or 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. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners. Each Owner shall at all times maintain, for each Lot and Dwelling owned, adequate casualty insurance to provide for complete reconstruction of the Dwelling and any related carport after casualty, and liability insurance coverage in such amounts as may be required by the Association from time to time. Upon request, each Owner shall provide the Association with evidence of the insurance required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association

may, after three (3) days written notice, procure the required insurance, and the cost thereof shall be immediately due and payable from the defaulting Owner and shall bear interest and be secured by a lien as described in Section 6.4.

ARTICLE VII

GENERAL USE RESTRICTIONS

7.1 Residential Use; Rental. All of the Property shall be known and described as residential property and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Section 2.3. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling. Each lease made as to any Dwelling shall bind the tenant to abide by the terms of this Declaration and all applicable rules and regulations affecting the Property. No Dwelling shall be leased for a term of less than thirty (30) days. The right to use the Common Areas shall pass to each tenant of a Dwelling, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to use the Common Areas during any period that his Dwelling is leased. No Dwelling which is under lease from the Owner shall be occupied by more than two persons for each bedroom in the Dwelling; this occupancy restriction shall apply only to tenants and not to Owners residing in a Dwelling. The Association shall be provided with a copy of each lease made as to any Dwelling, prior to occupancy of such Dwelling by the tenant.

7.2 Structures. Each Dwelling within the Property shall be erected within a Lot, subject to unintentional encroachments as described in Section 2.3. Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulations and this Declaration.

7.3 Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot which would hinder lawn care or mowing, or interfere in any way with the activities of the Association in performing its duties hereunder. Any shrubs or plantings permitted to be installed on a Lot under this paragraph shall be maintained by the Owner of the Lot.

7.4 Dwelling Costs, Quality and Size. No Dwelling shall be permitted to be constructed on any Lot at a cost of less than \$14.00 per square foot, exclusive of porches, nor less than a total value of \$20,000.00 per Dwelling, based upon cost levels prevailing on the day this Declaration is recorded, it being the intention and purpose of this covenant to assure that all Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which this Declaration is recorded at the minimum cost stated herein for the maximum permitted Dwelling size. The ground floor area of the main structure, exclusive of open porches shall not be less than 600 square feet for a one-story building.

7.5 Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agents may show Dwellings within the Property for sale or lease; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the other residents of the Property. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No owner shall permit any use

of his Dwelling or make any use of the Common Area that will increase the cost of insurance above that required when the Dwelling is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with rules and regulations promulgated from time to time by the Association, and except for personal property owned by the Association.

7.6 Animals. No animals, birds, or fowl shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Not more than two dogs or not more than two cats 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, subject to the express or implied consent of the Association, which may be revoked for cause.

7.7 Temporary Structures and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or storage room, either permanently or temporarily. Except during deliveries to Dwellings, no commercial vehicles shall be parked within the Property, including the public or private streets adjacent to Lots. No business, service, repair, or maintenance operations for the general public shall be allowed on any Lot at any time.

7.8 Carports. No canvas, pipe, or any other type of carport shall be constructed on any Lot or the Common Area, except in accordance with this Section 7.8. After at least ninety (90) Lots have been sold by Declarant, carports may be constructed in BayTowne West in accordance with plans, specifications and conditions prescribed and approved by the Association or the Developer, within the confines of the Owner's designated parking space(s) as described in Section 7.10. No carport shall be constructed except in accordance with such uniform construction requirements, and each carport must be approved in advance by the Architectural Control Committee in accordance with Section 5.1. Each carport constructed shall be for the exclusive use of the Owner of the Lot to which exclusive use of the parking space(s) has been assigned by the Association. Each carport shall be maintained and insured against casualty solely at the expense of the Owner to which it is assigned, with the Association having the same rights upon the Owner's default of said obligation as provided in Section 6.3.

7.9 View Obstructions. Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the reasonable judgment of the Declarant, obstruct the vision of a motorist upon any of the private access streets.

7.10 Vehicular Parking. No vehicles of any kind and no boats may be kept or parked on any Lot or the Common Area, except that private vehicles used by the occupants of a Dwelling may be parked only within the designated parking spaces for said Dwelling. The Association, through the Board of Directors, shall designate two (2) parking spaces for the exclusive use of the occupants of each Dwelling. Private automobiles of guests of the occupants of the Dwelling may be parked in designated parking spaces, and other vehicles may be parked briefly in such parking spaces during the times necessary for pickup and delivery of service, provided that such permission is granted solely for the purpose of such service. No vehicle may be parked as aforesaid if such vehicle exceeds the designated dimensions of the designated parking space.

7.11 Gas Tanks. In order to prevent unsightly objects in and about each of the Dwellings to be erected, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings or any ancillary building, and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee. Provided the design, construction and installation location shall have first been approved by the Association, Owners may have water softener units installed. No such equipment shall be above ground level more than 18 inches.

7.12 Dwelling Plates. A plate showing the number of the Dwelling shall be placed on each Dwelling and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Dwelling. However, the size, location, design, style and type of material for each such plate shall be first approved by the Association.

7.13 Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association.

7.14 Garbage/Trash Collection. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot, 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 any Lot, except by Developer. Owners shall deposit all garbage, refuse, and trash in receptacles provided for such deposits by the Association. No containers for such deposits may be placed for collection upon any Lot.

7.15 Clothes Hanging; Antennas. Clothes hanging devices exterior to a Dwelling shall not be permitted. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property.

7.16 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

7.17 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale" and/or "Open for Inspection" sign upon each Lot not exceeding 36" x 24", fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. Notwithstanding anything to the contrary herein, Declarant, its successors, agents and designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose within the Property.

7.18 Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the aforementioned easements described herein. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as hereinafter provided. Small areas in back yards may be enclosed by fences six feet or less in height, subject to the Association's approval, and subject to compliance

with all applicable governmental requirements. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

7.19 Ponds. Any ponds or other water retention areas ("Ponds") constructed by Declarant within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of Lots or members of the public use such Ponds for swimming, bathing, boating or other recreational purposes, other than fishing, which shall be permitted by Owners or residents of Lots.

7.20 Wells; Oil and Mining Operations. No water wells may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the Committee. Any approved wells shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

7.21 Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent Declarant from using any equipment required in construction of any improvement upon the Property.

7.22 Solar Devices. No solar device of any nature shall be permitted on the front roof of a Dwelling, i.e., facing the front yard, provided, however, that a solar heating device may be erected on the rear of a Dwelling if the Owner has the written approval of the Architectural Control Committee.

7.23 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots and Common Area and consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors and the Association in the manner provided in the Articles and Bylaws, subject to veto by the VA and/or FHA. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their families, invitees and lessees shall use the Common Area only in accordance with such rules and regulations.

7.24 Declarant's Rights. Nothing contained in these covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining commercial or display signs and such temporary dwellings, model houses and other structures as Developer may deem advisable for development and sales purposes, including construction of improvements or structures, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto. Until Declarant has completed all construction within the Property and has closed the sales of all Lots to other persons, neither the Owners nor the Association nor the use of any Lot shall interfere with the completion of improvements and sales of Lots, and Declarant may make such use of unsold Lots and of the Common Areas as may facilitate completion of improvements and sales of Lots. Further, without limiting the generality of the foregoing, Developer may maintain a sales office on the Property and display signs. The rights granted Declarant to maintain sales offices, general business offices and model Dwellings shall not be

restricted or limited to Declarant's sales activity relating to the Property, but shall benefit Declarant in the construction, development and sale of any other property and lots in which Declarant may have an interest.

ARTICLE VIII

SPECIAL PROVISIONS TO COMPLY WITH
REQUIREMENTS OF FNMA

8.1 Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first Mortgage encumbering a Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

8.2 Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by the Developer to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Developer, and upon not more than ninety (90) days notice to the other party to such contract or lease.

8.3 Transfer of Control. The Developer shall transfer control of the Association to other Owners no later than the earlier of the following events:

(a) Four (4) months after seventy-five percent (75%) of the Lots have been sold by Developer; or

(b) Three (3) years following conveyance of the first Lot by Developer.

The term "control" means the right to control the Association, the Board of Directors, the Property or the owners in any manner except through votes allocated to Lots owned by Developer on the same basis as votes pertaining to other Lots.

8.4 Reserves. The Association shall establish and maintain, out of regular maintenance assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

8.5 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by its mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

8.6 Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association.

ARTICLE IX

MISCELLANEOUS

9.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the Owners of Lots within the Property, has been recorded in the Public Records of Pinellas County, Florida, which instrument may alter or rescind this Declaration in whole or in part. This Declaration may be amended or modified only by an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots within the Property. No amendment of this Declaration pursuant to this paragraph, however, shall require a Lot Owner to remove any structure constructed in compliance with this Declaration as the same existed on: (i) the date on which the construction of such structure commenced; or (ii) the date on which the Owner took title to his Lot, if the construction of such structure commenced within ninety (90) days of his taking title; nor shall any amendment pursuant hereto require Declarant to relinquish any rights reserved to it under this Declaration. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of Pinellas County, Florida.

9.2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Declarant, the Association or any Owner of a Lot within the Property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceeding is to prevent such persons from so doing, or to recover damages, or against the land to enforce any lien created hereunder, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. Declarant shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Declarant or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with the restrictions set forth herein, shall not prevent the

Declarant, the Association or any of the Lot Owners from enforcing the restrictions set forth herein.

9.3 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

9.4 Severability. Invalidation of any term or provision of this Declaration by judgment or court order shall not effect any of the other provisions hereof which shall remain in full force and effect.

9.5 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." 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.

9.6 FHA/VA/FNMA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA and holders of FNMA insured first mortgages encumbering any Lot: annexation of additional properties, dedication of Common Area, and amendment of this Declaration, the Articles and/or Bylaws.

9.7 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.

9.8 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 after a request in writing seeking the 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 received by Developer as required above, the consent or approval of Developer to the particular action sought in such written request 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.

9.9 Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or paragraph of this Declaration or under the provisions 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 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.

9.10 Additional Covenants. No Owner may impose any additional covenants or restrictions on any part of the properties shown on the plat.

IN WITNESS WHEREOF, the undersigned corporations have caused these presents to be executed in their names, under their

corporate seals and by their duly authorized officers, this
1st day of July, 1983.

WITNESSES:

Kathy R. Middleton
Dorothy R. [unclear]

THE PREMIERE GROUP, INC., a
Florida corporation

By: [Signature]

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
1st day of July, 1983, by Rogers K. Haydon,
as President of The Premiere Group, Inc., a
Florida corporation, on behalf of said corporation.

Kathy R. Middleton
Notary Public

My commission expires:

2/26/87

RE47.1

Lots 1 through 118 inclusive, and Tracts 1, 2 and 3, BAY TOWNE
WEST, according to plat thereof recorded in Plat Book 86, pages
74, 75 and 76, Public Records of Pinellas County, Florida.

EXHIBIT "B"

O. P. 5563 PAGE 142

Tracts 1, 2 and 3, BAY TOWNE WEST, according to plat thereof
recorded in Plat Book 86, pages 74, 75 and 76, Public Records
of Pinellas County, Florida.

Q 142