

EDGEWOOD AT GULF TRACE

HOMEOWNERS ASSOCIATION, INC.

FOR

EDGEWOOD OF GULF TRACE

THIS DECLARATION, made on the date hereinafter set forth, by ARTHUR RUTENBERG CORP., hereinafter referred to as "Developer."

W I T N E S S E T H:

WHEREAS, Developer is the owner of the land described in Exhibit "A" attached hereto, which it intends to develop under the name EDGEWOOD OF GULF TRACE, to be used for multi-family residences with fee simple ownership with common areas for recreation and other needs; and

WHEREAS, the property described in Exhibit "A" is a portion of a larger area of land which the Developer intends to develop under the common name of GULF TRACE; and

WHEREAS, the property described in Exhibit "A," in addition to other lands, is currently encumbered by that certain Declaration of Covenants, Conditions and Restrictions for GULF TRACE recorded March 19, 1986, in O.R. Book 1489, Page 0088, et seq., of the Public Records of Pasco County, Florida (hereafter "Master Declaration"); and

WHEREAS, in addition to the Master Declaration, the Developer desires to provide further covenants, conditions and restrictions concerning the use of the property encumbered or to be encumbered by this Declaration, which will be known as the Edgewood Tract.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, Developer, for itself and its successors, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the property and improvements now included or to be constructed in the future on the property described in Exhibit "A" (being hereinafter sometimes referred to as "the Land") and does hereby place upon the Land the following Covenants to run with the title to the Land, and the grantees, their heirs, successors and assigns, of and under any deed conveying the Land, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth.

In addition to the obligations and liabilities arising under the Master Declaration, the Land shall be further encumbered as follows:

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.

(b) "Association" shall mean and refer to GULF TRACE OF EDGEWOOD HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

(e) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association, which shall include, but not be limited to, all open space, recreation areas, drainage areas, detention and retention ponds, roads, streets, curbs, storm sewers and entrance area depicted on the plat that are not within a residential lot or dedicated.

(f) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(g) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(h) "Developer" shall mean and refer to Arthur Rutenberg Corp., together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.

(i) "Development" shall mean EDGEWOOD OF GULF TRACE, located in Pasco County, Florida, and on the real property described in Exhibit "A" attached hereto.

(j) "Dwelling" shall mean and refer to a single family attached residence located on a Lot.

(k) "Institutional Lender" shall mean and refer to the holder of a first mortgage encumbering a Lot, which holder in the ordinary course of business makes, purchases, guarantees or insures residential mortgage loans, whether construction or permanent, and which holder is not the Owner of the Lot and is not owned or controlled by the Owner. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

(l) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.

(m) "Lot" shall mean and refer to any area of real property designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit," for example, where the Unit is a condominium living unit.

(n) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VI.

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the "Land."

(p) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.

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

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

ARTICLE II - RESTRICTIONS

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2.02 - Vehicular Parking. No vehicle shall be parked on any part of this property, except in designated parking spaces. No commercial vehicles (which is hereby defined to be a vehicle with commercial equipment or commercial lettering exposed in or upon the vehicle), except those present on business, and no trailers, boats, trucks, campers, vans, mobile homes, recreational vehicles or motorcycles may be parked in the development. Trucks and vans which are used primarily for personal, passenger use, rather than commercial, as defined above, are not subject to the previous sentence.

Section 2.03 - Unit Plates and Mailboxes. No mailbox shall be placed on a Lot. Common mailboxes shall be provided in a location to be determined by the Developer. A plate showing the number of the residence shall be placed on each Lot and, at the option of the Owner, a name plate showing the name of the Owner may also be placed on the Unit. However, the size, location, design, style and type of material for each such plate shall be first approved by the Architectural Control Committee.

Section 2.04 - Signs.

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

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or

maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05 - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna, disc, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot.

Section 2.06 - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

Section 2.07 - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot-Unit.

Section 2.08 - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land, except by Developer.

Section 2.09 - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this Section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only by the Developer. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements shown on the Plat.

Section 2.10 - Clotheslines and Solar Collectors. The only clotheslines which shall be permitted on any Lot are to be those approved both as to style and location by the Board. No clothing, bedding or other similar items shall be hung over or on any walls or fences if the same be visible from the street.

Section 2.11 - Exterior Alteration. No Lot-Unit owner, other than Developer, may change, touch up or modify the exterior of any improvements on any Lot, including exterior painting located within a porch area, without the prior written consent of the Architectural Control Committee.

Section 2.12 - Mining. No oil or natural gas drilling, refin-

ing, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.13 - Casualties. In the event a Unit 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; 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 previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.14 - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Area, 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 approved by the Board.

Section 2.15 - Street Lighting. All Lots in the Development may in the future be within a street lighting district pursuant to which lighting services to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 2.16 - Windows, Doors and Screens. All windows of a Unit shall be covered on the interior of said Unit by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper or foil.

Section 2.17 - Ordinances. Every owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

Section 2.18 - Refuse Collection. All trash, garbage, or other refuse shall be maintained within the Unit and shall not be placed for pickup until the morning of pickup. All trash and garbage must be placed in containers approved by the Board.

Section 2.19 - Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the use restrictions set forth in this Article II without notice to or approval by other Lot Owners of the subdivision, provided that such amendment, modification, exception or variance shall be substantially consistent with the general, uniform plan of residential development set forth in this Article II.

Section 2.20 - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the

showing of the Land and the display of signs, and Developer retains an easement across the Land for such purposes.

ARTICLE III - LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Area. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each Lot Owner as part of the annual assessment. Each individual Lot Owner shall be responsible for purchasing liability insurance for accidents occurring on or within his Lot-Unit.

ARTICLE IV - CASUALTY INSURANCE

Section 4.01 - Purchase of Insurance. The Board of Directors of the Association shall keep the Properties insured. For purposes of this Section, Properties shall include all of the building erected upon the Land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the Common Area, and all Units or individual dwelling Units contained on the Properties. Individual Lot-Unit Owners shall maintain their own insurance for the contents of their Units. The insurance obtained by the Association shall insure the interest of the Association and all Lot Owners and their mortgagees, as their interests may appear, against loss or damage by fire and hazards covered by standard coverage endorsements and such other risk of a similar or dissimilar nature as customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Properties, in an amount which shall be equal to the maximum insurable replacement values, if such insurance is reasonably available. The Directors have no liability to the Association, the Members or any other person for the failure to obtain insurance without a deductible clause or for the failure to obtain insurance in the full amount of the coverage required hereunder, if in good faith a majority of their whole number shall determine that such insurance is not reasonably available. The Association and the Directors shall not be responsible for insurance coverage of the contents of any individual Lots or Units.

Section 4.02 - Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of the Properties, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the Lot Owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the Lot Owners in the same manner in which common expenses of the Association are shared.

Section 4.03 - Determination of Damage and Use of Proceeds. Immediately after casualty damage to any part of the Properties, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged Property to a condition as good as the condition existed prior to the casualty loss, provided that if the casualty causing damage is limited to a single Lot, then it shall be the responsibility of the Owner of that Lot to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all Lot Owners for that portion of the deficiency related to the Common Area and against the individual Lot Owners for that portion of the deficiency related to the individual damaged Lots; provided, however, that if, in the opinion of the Board of Directors, it is

impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged Lots, the Board of Directors shall levy the special assessment for the total deficiency against each of the Lot Owners according to the manner in which common expenses of the Association are shared, except as provided in Section 4.06 below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Properties, and the Lot Owners fail to elect to rebuild and repair as provided in Section 4.04 below, the proceeds collected from the insurance carrier and the funds collected by the Board of Directors from any assessment shall be disbursed to repair and replace any damage or destruction of property, and any balance remaining shall be disbursed to Lot Owners and their mortgagees, as their interests may appear.

Section 4.04 - Total Destruction. As used in this Declaration, total destruction or substantial damage to or destruction of all or a substantial portion of the Properties shall mean:

(a) With respect to all Lots, that two-thirds (2/3) or more of all Lots are or have been rendered untentable by casualty loss or damage; or

(b) With respect to individual Lots, if two-thirds (2/3) or more of the Units in a discreet and separate residential building are or have been rendered untentable by such casualty loss or damage.

Should there occur substantial damage to or destruction of all or a substantial part of the Properties, the improvements on the Properties shall not be reconstructed unless a majority of all of the Lot Owners shall agree thereto in writing, within sixty (60) days after casualty loss or damage occurs. Should the substantial damage or destruction occur to less than two-thirds (2/3) of all Lots, then such buildings experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the Lot Owners owning Lots so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any such event, should reconstruction not be approved as aforesaid, the Association's Board of Directors is authorized to pay proceeds of the insurance to the Lot Owners and their mortgagees as their interests may appear, in accordance with the provisions of Section 4.06(c) below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the decision period has elapsed and that the Association has not received the necessary writings from the required number of Owners.

Section 4.05 - Association as Agent. The Association is hereby irrevocably appointed for each Lot Owner to adjust all claims arising under insurance policies purchased by the Association and to execute releases thereof.

Section 4.06 - Repair and Reconstruction. Notwithstanding anything contained herein to the contrary in prior sections, each separate and distinct building shall, for the purposes of reconstruction and repair in the event of casualty loss, be treated as if the same were the only apartment building in the Properties, to the effect that:

(a) All the insurance proceeds reasonably attributable to the damage or destruction to one such apartment building shall be first used for the reconstruction and repair of that building, to the extent the proceeds are sufficient; and, in the event that such proceeds are not sufficient, the Lot Owners in that building

alone shall be assessed equally for any deficiency or insufficiency in the funds necessary to reconstruct or repair as contemplated.

(b) In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discreet building, then the Board of Directors shall equally distribute and pay over any such excess to the Unit Owners and their respective mortgagees as their interests may appear, in that separate and discreet building suffering such loss or damage.

(c) In the event there shall occur to a separate and discreet building the degree of damage or destruction described in Section 4(b), but the Property as a whole shall not have experienced a degree of damage, destruction or loss as set forth in Section 4(a), and the building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of said Section, then the insurance proceeds reasonably attributable to that separate and discreet apartment building shall be distributed equally to the Lot Owners in that building and to their mortgagees as their interests may appear.

(d) Any reconstruction or repair shall be performed substantially to the same design, plan and specification as originally built, unless the Owners of two-thirds (2/3) of the Lots so affected and the Architectural Control Committee agree to deviation from the original design, plan and specification.

Section 4.07 - Flood Insurance. If, in the judgment of the Board of Directors of the Association, it is necessary to obtain flood insurance, the Directors are hereby authorized to obtain flood insurance, and the premiums or other expenses necessitated by obtaining that insurance shall be a common expense and shall be borne by all of the Lot Owners.

ARTICLE V - UTILITIES

Section 5.01 - Easements. Developer, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege and right on, over, under and through the ground, to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in a plat of the Land (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under each Lot shown on the Plat, and under any Unit located on a Lot. Developer shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section 5.01. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 5.01, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Developer and its grantees, legal representatives, successors and assigns.

ARTICLE VI - PROPERTY RIGHTS

Section 6.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Developer reserved by Section 5.01 and subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or living unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 6.02 - Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VIII of this Declaration; for lateral and subjacent support; for electrical, plumbing, sewer, telephone, drainage and other convenience or utility serving more than one Lot; for overhanging roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwilling construction, reconstruction, repair, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable 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 encroachment if the same is caused by willful misconduct on the part of an Owner, tenant or the Association. There shall be reciprocal appurtenant easements for pedestrian ingress and egress across sidewalks or pathways that may be located on and connecting individual Lots. Notwithstanding anything contained herein to the contrary, should electrical, plumbing, sewer, telephone, cable or other utility service to a Lot cross through or under another Lot (servient Lot) and be in need of repair or replacement, then said repair or replacement shall not occur in the easement in the servient Lot if said repair or replacement would in any way damage or interfere with the use and enjoyment of the improvements erected on said servient Lot. In such event, the utility service shall be relocated in the common area.

Section 6.03 - Title to Common Area. Title to the Common Area shall be conveyed to the Association, free and clear of all liens and encumbrances, on or before December 31, 1991; provided, however, that the Developer shall have the right to reserve for the purpose of development all or any portion of the Land for various rights-of-way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Area in connection with the development of the aforesaid Land. The Developer's rights hereunder shall not unreasonably interfere with the members' easement of enjoyment.

Section 6.04 - Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his guests, to his lessees and to his contract purchasers, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article X.

ARTICLE VII - ARCHITECTURAL CONTROL

Section 7.01 - Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Property in the manner hereinafter provided.

Section 7.02 - Committee Authority. No exterior additions or alterations to any building in the Development, additional fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests

of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 7.03 - Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 7.04 - Procedure. As is set forth in Section 7.02, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 7.05 - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 7.06 - Developer Consent. So long as Developer is an Owner, any and all actions of the Committee shall have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VIII - PARTY WALLS

Section 8.01 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units 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 applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 8.02 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 8.03 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 8.04 - Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 8.05 - Right to Contribution Runs with 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 8.06 - 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 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 refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the refusing party.

ARTICLE IX - MEMBERSHIP AND VOTING RIGHTS

Section 9.01 - Members. Every Owner of a Lot shall be a member of the Association as designated in Section 9.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

Section 9.02 - Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners, except the Developer, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) Class B. The Class B member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; provided, however, that if at any time the Developer does not annex additional Lands as provided in Article XI of this Declaration so as to maintain Class B membership in existence, due to no fault of its own (for example, due to governmental or quasi-governmental action or inaction), then Class B membership shall not cease but shall continue in order to allow the Developer a reasonable time after the impediment has been eliminated to annex additional Land as provided herein; or

(2) on December 31, 1991.

Section 9.03 - Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by the Developer.

ARTICLE X - ASSESSMENTS

Section 10.01 - Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authorities; and such other needs as may arise.

Section 10.02 - Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pasco County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status and every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 10.03 - Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3)

of each class of members. Notwithstanding the foregoing, a special assessment authorized under Section 11.01 (b), Article XI, hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership.

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

Section 10.04 - Annual Assessments. Annual assessments shall be determined for each class of membership by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Lot Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The annual assessment provided for herein shall commence at the time of closing of the purchase of each Lot with respect to said Lot, and the first annual assessment shall be adjusted according to the number of months then remaining in that calendar year and may be required to be paid in advance at closing. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay more than twenty-five per cent (25%) of the maximum annual assessment designated for Class A. For the period of time that the Developer pays only twenty-five per cent (25%) of the maximum assessment, the Developer shall pay any amount of common expenses incurred during this period and not produced by the special and annual assessments collectible from all members, including Class B members.

Section 10.05 - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis.

Section 10.06 - Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot when construction is completed of a Unit thereon. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

Section 10.07 - Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape lia-

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

Section 10.08 - Subordination of the Lien to Mortgages. As to the priority between a lien for assessment and a recorded first mortgage, any assessment lien shall be inferior and subordinate to the lien of any recorded first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, unless the assessments shall be secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 10.09 - Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 10.10 - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the "development," then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the "development" and the same enforcement rights afforded the Association.

ARTICLE XI - MAINTENANCE OF COMMON AREAS AND LOTS

Section 11.01. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters and down spouts (if any), exterior building surfaces, trees, shrubs and walks. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful and negligent acts of its Owner, or through the willful and negligent acts of the family, guests, invitees or tenants 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 as-

assessment to which such Lot is subject. The Association shall have a reasonable right of access and entry upon any Unit-Lot to make the repairs and to perform the maintenance and do other work reasonably necessary for the proper operation and maintenance of the development and to fulfill its responsibilities under this Section.

ARTICLE XII - REMEDIES

Section 12.01 - Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE XIII - SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

Section 13.01. The Association shall allow all Unit owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 13.02. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage on a Unit in the development.

Section 13.03. The Association may cancel, without penalty or cause, any contract or lease made by it before Unit owners, other than the Developer, assume control of the Association, upon ninety (90) days' written notice to the other party.

Section 13.04. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage on any Unit in the development:

(a) Notice of any condemnation or casualty loss that affects a material portion of the development or the applicable Unit.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Unit.

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

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

ARTICLE XIV - MISCELLANEOUS

Section 14.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until 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 submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclu-

sively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 14.02 - 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, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the 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 the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 14.02 shall apply to or affect the provisions of Article IX, supra.

Section 14.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants, other than those contained in Article VII, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent and standards of the Covenants;

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

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

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

Section 14.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 14.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until March 1, 2011, and thereafter the Covenants shall be automatically extended for suc-

cessive periods of 25 years each, unless with six months prior to March 1, 2011, or within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then Owners representing seventy-five per cent (75%) of the votes of the Lots shown on the Plat and by the affirmative vote of the holders of mortgages on sixty-seven per cent (67%) of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of Pasco County, Florida, in which written agreement any of the covenants provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 14.05, the original Covenants, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this Section. Notwithstanding the foregoing provisions of this Section or any other portion of the Covenants, none of the provisions of Article IX, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this Section, unless and until the Association has been relieved of the maintenance obligations imposed on it with reference to the Common Area.

Section 14.06 - Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument executed by the then Owners who represent seventy-five per cent (75%) of the votes of Unit-Lots and the holders of first mortgages representing fifty-one per cent (51%) of Unit-Lots and shall be placed on record in the Office of the Clerk of the Circuit Court where the property is located.

Section 14.07 - Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

Section 14.08 - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer or any person or persons owning any Lot:

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

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 14.08 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

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

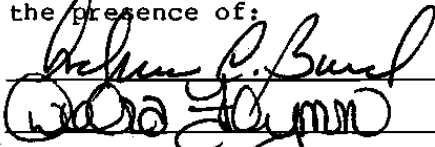
Section 14.09 - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 14.10 - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

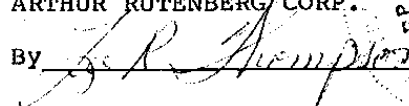
Section 14.11 - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

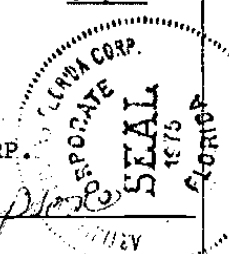
IN WITNESS WHEREOF, Developer, Arthur Rutenberg Corp., has caused this instrument to be duly executed, all as of the 24th day of April, 1986.

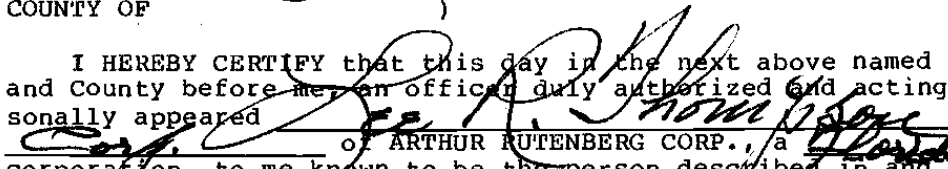
Signed and sealed in the presence of:


STATE OF FLORIDA
COUNTY OF

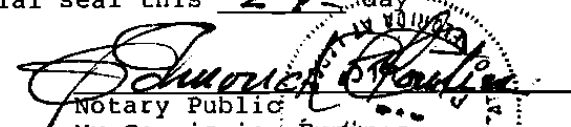
ARTHUR RUTENBERG CORP.

By 



I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared  of ARTHUR RUTENBERG CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 24th day of April, 1986


Notary Public
My Commission Expires: 7:00 PM
Notary Public, State of Florida at Large
My Commission Expires Oct 5, 1988
Issued By SAFECO Insurance Company of America

A parcel known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 316.27 feet; thence S89°13'16"W, 1306.55 feet to the point of beginning; thence S01°22'59"W, 999.37 feet; thence S89°15'55"W, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of 73°11'41", a chord bearing N52°40'04"E, 435.22 feet, an arc distance of 466.28 feet; thence N16°04'14"E, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing N58°49'14"E, 373.34 feet, an arc distance of 410.37 feet, thence S78°25'46"E, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

237.304
FILED FOR
APR 24 3 39 PM '86
CLERK OF CIRCUIT COURT, PASCO COUNTY, FL

EXHIBIT A

RECORD VERIFIED
JEO PITTMAN
Clerk Circuit Court, Pasco County

C. Place

**JOINDER AND CONSENT OF MORTGAGEE FOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EDGEWOOD OF GULF TRACE**

The undersigned owner and holder of a promissory note secured by a mortgage recorded in O.R. Book 1438, Page 1461, et seq., of the Public Records of Pasco County, Florida, upon real property in Pasco County, Florida, described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions for EDGEWOOD OF GULF TRACE (hereinafter referred to as the "Declaration"), previously recorded in O.R. Book 1498, Page 939, Public Records of Pasco County, Florida, hereby joins in and consents to the making of the Declaration, subordinates its mortgage to the Declaration, hereby consents and agrees to the use of all streets, easements, and public places provided in the Declaration, and hereby agrees that the lien of its mortgage upon said real property described in Exhibit "A" of the Declaration and improvements thereon shall hereafter be subordinate to the use rights of any Owners of individual Lots (Units) in EDGEWOOD OF GULF TRACE.

DATED and executed this 14th day of May, 1986.

Witnesses:

CENTERBANC SAVINGS ASSOCIATION

Donnie T. Seymour
Mary Ann Reedy

By: Drew B. Cortner, Vice President

ATTEST:

By: Shirley Hayward, Corporate Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer authorized and acting, personally appeared Drew B. Cortner and Shirley Hayward, Vice President and Corporate Secretary of CENTERBANC SAVINGS ASSOCIATION, to me known to be the person described in and who executed the foregoing Joinder and Consent of Mortgagee and he acknowledged then there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said joinder is the act and deed of said corporation.

WITNESS my hand and official seal this 14th day of May, 1986.

Donnie T. Seymour
Notary Public

My Commission Expires: 7-15-87

244458

100002 10 6382 05-20-86 1005
10:23
RECORDING
01 00 40 1 5.00
10 CASH TOTAL 1 5.00

FILED
CLERK OF DISTRICT COURT
MAY 20 10 33 AM '86

MLR:jc:cae
0528D

O.R. 1505 PG 0593

TELEPHONICALLY VERIFIED
JED PITTMAN
CLERK OF DISTRICT COURT, PASCO COUNTY

Michael L. Robertson, Esq.
This instrument prepared by:
MICHAEL L. ROBERTSON, P.A.
MEYER & THOMPSON, P.A.
1253 Park Street
Clearwater, Florida 33516

AW OFFICES OF
MICHAEL L. ROBERTSON, P.A.
MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

JOINDER AND CONSENT OF MORTGAGEE FOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EDGEWOOD OF GULF TRACE

The undersigned owner and holder of a promissory note secured by a mortgage recorded in O.R. Book 1438, Page 1461, et seq., of the Public Records of Pasco County, Florida, upon real property in Pasco County, Florida, described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions for EDGEWOOD OF GULF TRACE (hereinafter referred to as the "Declaration"), hereby joins in and consents to the making of the Declaration, subordinates its mortgage to the Declaration, hereby consents and agrees to the use of all streets, easements, and public places provided in the Declaration, and hereby agrees that the lien of its mortgage upon said real property described in Exhibit "A" of the Declaration and improvements thereon shall hereafter be subordinate to the use rights of any Owners of individual Lots (Units) in EDGEWOOD OF GULF TRACE.

DATED and executed this 24th day of April, 1986.

Witnesses:

Donnie L. Seymour
Mary Ann Kelly

CENTERBANC SAVINGS ASSOCIATION

By: Drew B. Cortner
Drew B. Cortner, Vice President

ATTEST:

By: Shirley Hayward
CORPORATE SECRETARY

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer authorized and acting, personally appeared Drew B. Cortner and Shirley Hayward, Vice President and Corp. Secretary of CENTERBANC SAVINGS ASSOCIATION, to me known to be the person described in and who executed the foregoing Joinder and Consent of Mortgagee and he acknowledged then there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said joinder is the act and deed of said corporation.

WITNESS my hand and official seal this 24th day of April, 1986.

Donnie L. Seymour
Notary Public

My Commission Expires: 7-15-87

EXHIBIT A

A parcel known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run $S89^{\circ}19'53''W$, 12.53 feet; thence $S01^{\circ}22'26''W$, 316.27 feet; thence $S89^{\circ}13'16''W$, 1306.55 feet to the point of beginning; thence $S01^{\circ}22'59''W$, 999.37 feet; thence $S89^{\circ}15'55''W$, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of $73^{\circ}11'41''$, a chord bearing $N52^{\circ}40'04''E$, 435.22 feet, an arc distance of 466.28 feet; thence $N16^{\circ}04'14''E$, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of $85^{\circ}30'00''$, a chord bearing $N58^{\circ}49'14''E$, 373.34 feet, an arc distance of 410.37 feet, thence $S78^{\circ}25'46''E$, 153.79 feet to the point of beginning containing 13.208 acres, more or less.