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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by Sunstyle Homes Corporation, a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

15 16157780 70 0001. 23MC78
58.00
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WHEREAS, Declarant is the owner of certain property in Clearwater, County of Pinellas, State of Florida, which is more particularly described as:

Cedar Grove Unit II, as recorded in Plat Book 76, Page 87, being a replat of Unit Four, Valencia Park, as recorded in Plat Book 71, Page 22, all in the Official Records of Pinellas County, Florida.

RECORDED
PINELLAS CO. FLORIDA
MAR 23 11 53 AM '78
CLERK CIRCUIT COURT

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RETURN TO: TIA-CITY TIRE CO.
2260 - East Bay Drive
Clearwater, Florida 33516

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Valencia Park Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

This instrument was prepared by
JAMES M. REED OF
HOLLAND & KNIGHT
1300 Exchange National Bank Bldg.
J Tampa, Florida 33602

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

(a) Lots 46 & 47 of Valencia Park, Unit 1, with improvements thereon consisting of swimming pool, restrooms, utility room, sunshade, landscaping, fence, electrical fixtures, and patio furniture.

(b) Additional land within the area described as follows:

From the SW corner of the NE 1/4 of the N/W 1/4 of Section 1, Township 29 South, Range 15 East, run North 0° 05' 39" W, 33.0 feet to a point of beginning; thence continue N 0° 05' 39" W, 1256.17 feet; thence run S 89° 18' 23" E, 1289.63 feet; thence run S 0° 17' 55" E, 1258.67 feet; thence run N 89° 11' 57" W, 1294.15 feet to the Point of Beginning, may be annexed by the Declarant without the consent of members within seven (7) years of the date of this instrument.

(c) Lots 216 & 217 of Valencia Park, Unit 3, with improvements thereon consisting of swimming pool, restrooms, utility room, sunshade, landscaping, fence, electrical fixtures and patio furniture.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the most recently recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Sunstyle Homes Corp., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to 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 of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership

shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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 holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) 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 on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1979.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, 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 annual assessments, 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 con-

tinuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Lots owned by the Declarant, however, shall be assessed at a rate of twenty-five percent (25%) of Lots owned by persons other than the Developer until the first day of the first month following either sale of the Lot by the Declarant or the occupation of the Lot for residential purposes, whichever shall come first.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be the then existing assessment as set by the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year no more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 of a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. (No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; except when title is acquired by a mortgagee in foreclosure or any proceeding in lieu thereof, that mortgagee shall not be liable for assessments on such Lots while such mortgagee is an Owner).

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

PARTY WALLS AND EASEMENTS

Section 1. General Rules of Law to Apply. Each wall

or fence which is built as a part of the original construction of the structures upon the Properties and placed on dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. The party wall of any structure that extends above the roof line is by definition used equally by the Owners of the contiguous structures.

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

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

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

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

Section 7. Easements. Each owner shall have an easement over, upon, and across the lot adjacent to said owner's lot when any part of the original dwelling or appurtenant structure thereto (including but not limited to fences, walls, and garages) is constructed in such a manner so as to lie directly on, over, or within one foot of the lot line dividing the said lots (commonly known as "zero lot-line" structure) for the purpose of maintenance, repair, improvements (including but not limited to eaves, roofs, and overhangs), and reconstruction of the dwelling originally constructed thereon. The easement shall be over that portion of the lot which lies between the common lot line and a line on the adjacent lot which runs parallel to and five feet from the common lot line. The easement shall apply only when specifically necessary to accomplish the purposes set forth herein, and said owner utilizing this easement shall be liable for any damages to the adjacent lot arising from the use of said easement.

Each lot upon which a "zero lot-line" structure is constructed is hereby benefited and burdened by reciprocal appurtenant easements for the said maintenance, repair, improvements (including but not limited to eaves, roofs, and overhangs), and reconstruction of such "zero lot-line" structures for lateral and subjacent support and for encroachments between each lot for the unwillful placement, settling, or shifting of the building constructed, reconstructed, or altered thereon to a distance of not more than one foot as measured from any point on the common boundary at such point. For the purpose of this covenant eaves, roofs, overhangs and steps shall not be considered as part of a building or be deemed as an encroachment, provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the owner of any lot.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. Single Family Dwellings. No structure (except accessory and temporary structures as hereafter defined) erected or maintained upon said Property shall be used for any purpose other than for single family dwelling purposes, and no portion of said Property shall be used for any purpose other than for single family dwelling purposes. No structure shall be moved onto said Property from another location and all construction on said Property shall be new.

Section 2. Construction and Occupancy. No structure upon said Property shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, restrictions, and conditions contained in this Declaration. All work of construction on each such structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, Acts of God or similar causes beyond the reasonable control of the builder.

Section 3. Maintenance and Repairs. All structures including garages and fences upon said Property shall at all times be maintained in good condition and repair and well and properly painted. Any exterior repainting or re-roofing of said structure shall be in the same color code and materials as the initial exterior painting color code and roofing materials, so as to maintain harmony in external design, provided, the Owner of any of said structure may secure approval for different materials from the Board of Directors of the Association, or by an Architectural Committee as set forth in Article VIII entitled "Architectural Control." In any event, all structures adjoining another structure must be repainted or re-roofed in the same color code and materials.

Section 4. Accessory Buildings and Structures.

(a) The only accessory structures which may be constructed or maintained upon said Property shall be garages, patios, swimming pools with or without dressing rooms, not more than one separate quarter without kitchen to be used only by non-paying guests or servants, and any other accessory building or structures exclusive of living quarters which may be customarily used in connection with single family private residences.

(b) No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any Lot except building or other materials to be used in connection with the work of construction, alteration or improvement approved in accordance with the terms hereof.

Section 5. Drilling and Hydrocarbon Production.

(a) No derrick or other structure designed for use in or used for boring or drilling for oil or natural gas shall be permitted upon or above the surface of said Property, nor shall any oil, natural gas, petroleum, asphaltum, or other hydrocarbon substances be produced from any well located upon, or under said Property.

(b) Such derricks or other structures may be used as necessary for the boring or drilling of wells for water on said Property. Such a well for water may be maintained only if operated by an electric pump which is hidden from the view of other Lots on the rear portion of the Property or in the garage. Prior to the use of such a well, the Owner shall place on file with the Association a certificate executed by the installer of the well that such water is sufficiently free of impurities as to not cause discoloration of houses, sidewalks, fences, etc. when used to water Lot lawns.

Section 6. Temporary Quarters.

(a) No trailer, tent or temporary quarters for living purposes or otherwise (except as specified in subsection (b) of this Section 6) shall at any time be placed upon said

Property. Except with Declarant's written consent first obtained, no structure shall be placed upon any building site upon said Property (as a building site is hereafter defined) prior to completion of the main dwellings upon such building site.

(b) Temporary buildings used only for construction and administration purposes incidental to the original subdivision of any portion of said Property and the initial construction of improvements and dwellings thereon may be erected and maintained upon said Property while such work of improvement and construction is being carried on upon any portion of said Property. A temporary sales office and model homes used only for the original sale of Lots or homes upon said Property may be erected and maintained thereon by the Declarant or its designees provided, however, that the rights of the right of the Declarant to conduct such commercial activity shall expire seven (7) years from date hereof. All temporary buildings used for construction or administrative purposes shall be promptly removed upon the completion of the original sale of Lots or houses upon the whole of said Property.

Section 7. Outhouses. No privy (other than temporary one during erection of a structure) shall be erected or maintained upon said Property. Any lavatory or toilet in existence or used upon said Property shall be enclosed within a building permitted under this Declaration and shall be properly connected with an underground septic tank or other method of disposal which is so constructed and operated that no offensive odor shall escape therefrom.

Section 8. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from Neighboring

Property. Upon the written request of any Owner, the Architectural Committee, as specified in Article VIII, shall conclusively determine, at its sole and absolute discretion, whether, for the purposes of this Paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such Property is reasonable.

Section 9. Signs. No sign or other advertising device of any nature whatsoever shall be placed or maintained upon any Lot except neatly painted "For Sale," "For Rent" or "Open for Inspection" signs not larger than is reasonable and customary in the area. Notwithstanding the foregoing, however, Declarant or its designees may erect and maintain upon any Lot or Lots such signs and other advertising devices as it may deem necessary in connection with the conduct of operations for the development, subdivision and sale of the Properties or other real property owned by Declarant or its designees and contiguous to the Property subject hereto: Provided, however, that Declarant's rights to conduct such advertising activity shall expire seven (7) years from the date hereof.

Section 10. Slopes and Drainageways. Each grantee of any Lot or parcel in said Property agrees for himself, his heirs, assigns, vendees, and successors in interest that he will not in any way interfere with the established drainage pattern over his Lot or parcel from adjoining or other Lots or parcels in said Property, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot or parcel. For the purposes hereof, "established" drainage is defined as the drainage which will occur at the time the over-all grading of said Property, including the landscaping of each Lot or parcel thereof, is completed. Each grantee shall maintain the slopes upon his Lot at the slope and pitch fixed by the finishing grading thereof including watering and planting of the slopes. Easements for installation and maintenance of utilities and drainage facilities are reserved

as shown on the map of the Property recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Within slope control areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Declarant shall, for a period of one (1) year following sale and deed of any particular building site, have the right but not the obligation to enter upon the said site and alter or maintain the slope control areas. An easement of reasonable access for said purpose is reserved to Declarant, and the purchaser, by the acceptance of a deed from Declarant, shall take title subject to such easement for said period of one (1) year.

Section 11. Setbacks. No structure shall be located within fifteen (15) feet of the front Property line. A garage with a straight in driveway shall not be located within fifteen (15) feet of the front Property line. There shall be no rear or side line setback. In the case of a corner Lot, no structure shall be located within fifteen (15) feet of the side street Property line.

Section 12. Automobiles, Boats and Trailers. Except as expressly hereinafter provided, no Lot shall be used as a parking, storing, display or accomodation area for any type of motor vehicle, boat, trailer, camper or motor driven cycle, the purpose of which parking, storage, display or accommodations is to perform any activity thereon such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind. Such activities may be performed within completely enclosed garages or other structures located on the Lot which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, camper or motor driven cycle, together with those activities normally incident and necessary to such washing and polishing. No boat, trailer, camper, truck, or commercial vehicles shall be parked at any time on or in front of any Lot in an area visible from neighboring lots or any public street.

Section 13. Compliance with Laws. Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State or municipal governments or authorities applicable to use and occupancy of and construction and maintenance of improvements upon the Lots and any addition thereto.

Section 14. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate, and no odors shall be permitted to arise therefrom, so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Property.

Section 15. Trash Containers and Collection. No garbage or trash shall be placed or kept except in covered containers. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection.

Section 16. Landscaping Maintenance. No weeds, rubbish, debris, objects or material of any kind, plants or seeds infected with noxious insects or plant diseases shall be placed, grown or permitted to accumulate on any portion of the Property which renders such portion of the Property unsanitary, unsightly, offensive or detrimental to any lot in the vicinity thereof, or to the occupants of any such lot in the vicinity. In the event of the default in performance of this provision, Declarant shall notify the Owner in writing that his premises are not in a state of appearance consistent with the general appearance of other properties within the immediate vicinity. The Owner shall accomplish the required maintenance set forth in said notice within ten (10) days after receipt of same. In the event of the default in performance of this provision, Declarant, acting by and through its duly authorized agents, may come upon the premises for the purpose of performing the necessary work. Any costs or expenses incurred therefrom shall become due and payable from the Owner of said Property to Declarant within five (5) days after written demand therefore. Provided, however, that demand for payment shall not exceed the actual costs or expenses incurred.

Section 17. Structural Maintenance. Whenever Declarant shall notify the Owner in writing that his premises are not in a reasonable state of appearance and repair consistent with the general appearance and state of repair of other properties within the immediate vicinity, the Owner shall accomplish the required repairs and maintenance set forth in said notice within fifteen (15) days after receipt of same. In the event of the default in performance of this provision, Declarant acting by and through

its duly authorized agents, may come upon the premises for the purpose of performing the necessary work. Provided, however, that such work shall be limited to painting and minor repairs to the exterior of the structure or structures and fences situated on the premises in order to prevent an unsightly or unsafe condition. Any costs or expenses incurred therefrom shall become due and payable from the Owner of said Property to Declarant within five (5) days after written demand therefor. Provided, however, that demand for payment shall not exceed actual costs or expenses incurred.

Section 18. Outside TV Antennas. No outside TV or radio antennas or appurtenances thereto shall be permitted.

Section 19. Garage Roof Easement. In order to best utilize the Lots hereinbefore described, and to enhance the aesthetic appeal of the community, a perpetual easement is hereby granted each Lot Owner in the subdivision to construct, maintain, and replace the roof portions of garages constructed within the subdivision so as to encroach over and upon the contiguous Lots in said subdivision, provided, however, that such encroachments shall not exceed 1-1/2 feet in depth, shall be no closer to ground level than 7 feet, and shall be no higher from ground level than 12 feet.

ARTICLE VII

BUILDING SITES AND FLOOR AREAS

Section 1. Building Sites. The Lots set forth upon the latest subdivision map or record of survey covering said Property hereafter recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, which averages not less than 3,200 square feet, such building site shall not be used for more than one single family dwelling and accessory buildings. No dwellings or other structure shall be constructed or maintained upon any portion of said Property which is not a building site as defined herein. Building sites may be changed as to boundary lines and size (whether or not such change conforms to subdivision

map Lot lines) by written agreement between the then Owner of record of the building site or sites to be so changed and Declarant, duly recorded in the Office of the Clerk of the Circuit Court of Pinellas County; provided that Declarant need not be a party to any such agreement which does not involve a reduction below the 3,200 square feet requirement above specified.

Section 2. Floor Areas. No main dwelling shall be erected upon said Property which has a ground floor area--exclusive of any porch, patio, covered but not enclosed area, garage or other accessory building (whether or not attached to such dwelling) --of less than 800 square feet. No such dwelling or other structure upon said Property shall be in excess of two stories in height except with the written consent of Declarant first obtained.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

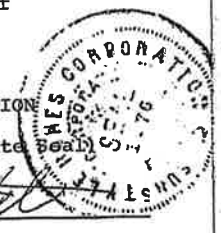
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the 22nd day of AUGUST, 1977.

SUNSTYLE HOMES CORPORATION
"DECLARANT"
(Corporate Seal)



Allyn Hanson
Witness

By: Ralph W. Quartetti
President

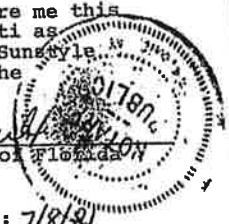
Thomas E. Leonard
Witness

Attest: John Gleason
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22 day of August, 1978, by Ralph W. Quartetti as President and John Gleason as Secretary of Sunstyle Homes Corporation, a Florida corporation, on behalf of the corporation.

Janice V. Prout
Notary Public, State of Florida
at Large



My commission expires: 7/8/81

RECORDER
PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT

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STR. 4673 PAGE 997

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Tot 10 = mb

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Agreement concerning Unit Four, Valencia Park, as recorded in the Official Records of Pinellas County in Plat Book 71, Page 22, Pinellas County, City of Clearwater, Florida, and Replatted as Cedar Grove Unit II, in Plat Book 76, Page 87, of Pinellas County, Florida.

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60 13.00
18.00 CR

In order to induce the Veterans Administration to authorize loan guarantees for portions of Cedar Grove Unit II located in Pinellas County, Florida, and in consideration of and only in the event of the granting of such guarantees, Sunstyle Home Corporation, as successor developer to M. J. Brock & Sons, Inc., does hereby represent and agree to limit its actions with regard to said subdivision as follows:

1. No Developer's rights under Article VI, Section 9, of the Declaration of Conditions, Covenants, and Restrictions, governing Cedar Grove Unit II and recorded simultaneously herewith in the Public Records of Pinellas County, Florida, (hereinafter "the Declaration") as same may be amended of record, shall be exercised to erect and maintain signs and other advertising devices for the sale of any property other than lots in Valencia Park or Cedar Grove Unit I or Cedar Grove Unit II.

2. No Developer's rights under Article VI, Section 10, of the Declaration pertaining to the right to enter upon lots to alter or maintain slope control areas will be exercised without the prior approval of the Board of Directors of the Valencia Park Homeowners' Association.

3. No Developer's rights under Article VI, Section 11, of the Declaration pertaining to the granting of approval of sidelines setbacks shall be exercised without the prior approval of the Board of Directors of the Valencia Park Homeowners' Association.

4. Sunstyle Homes Corporation agrees that so long as it may retain a Class B membership in the Association, that it will not undertake or vote for any of the following actions

RETURN TO: T-77-City Title Co.
2250 East Bay Drive
Clearwater, Florida 33616

8/18/77

This instrument was prepared by
JAMES M. REED OF
HOLLAND & KNIGHT
1300 Exchange National Bank Bldg.
Tampa, Florida 33602

without the prior approval of the Federal Housing Administration or the Veterans Administration: (a) annexation of additional properties, (b) dedication of additional common areas, (c) amendment of the Declaration of Conditions, Covenants, and Restrictions for Unit I or Unit II of Cedar Grove, (d) amendments to the Articles of Incorporation or By-Laws of the Valencia Park Homeowners' Association, (e) dissolve, merge, or consolidate the Valencia Park Homeowners' Association, or (f) mortgage any of the common areas under the control of the Valencia Park Homeowners' Association.

5. Sunstyle Homes Corporation will not transfer any of its rights under the Articles of Incorporation, By-Laws, or Declaration to any other party without making such assignment expressly subject to the terms of this letter.

6. Sunstyle Homes Corporation, to the extent it may be a Class B member of the Valencia Park Homeowners' Association, shall propose, support, and vote for an amendment to the By-Laws of said Association adding Section 3 to Article VII as follows:

Section 3. Certificate of Assessment. The Board of Directors shall delegate one of its members, or an officer of the Association to issue certificates of the Association, as same may be requested, to acknowledge the status of assessments on any lot under the jurisdiction of the Association. Such certificate, when executed by the designated officer or director, shall be binding upon the Association.

7. Sunstyle Homes Corporation does hereby assign any and all of the rights it may have as Declarant under Article VI, Sections 16 and 17, and Article VII, Section 1 and 2, of the Declaration to the Board of Directors of the Valencia Park Homeowners' Association, Inc.

John Hanson
Witness
Allyn Hanson
Witness

SUNSTYLE HOMES CORPORATION

(Corporate Seal)

By: Ralph W. Quartetti
President



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me
this 22 day of August, 1977, by Ralph W. Quartetti,
as President of Sunstyle Homes Corporation, on behalf of the
corporation.

Linda O. Probst
Notary Public, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida at Large,
My Commission Expires JULY 8, 1981

