

HUNTINGTON TRACE, PHASE II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 6th day of July 1988, by COMMUNITY CONCEPT GROUP, INC., a Florida Corporation (hereinafter referred to as "Declarant"), joined by Mark Evans Construction, Inc. and Huntington Trace, Inc., a Florida Corporation;

WITNESSETH:

WHEREAS, Declarant and Huntington Trace, Inc., a Florida Corporation and Mark Evans Construction, Inc. are owners of certain real property located in Pinellas County, Florida, which is more particularly described in the legal description attached hereto and made a part hereof as Exhibit "A";

NOW THEREFORE, Declarant MARK EVENS CONSTRUCTION, INC., a Florida Corporation and HUNTINGTON TRACE, INC., a Florida Corporation, hereby declare that all of the properties described on Exhibit "A" hereto 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 rights, 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.

ARTICLE I

DEFINITIONS

Section 1 "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 subject to the effect and operation of the Declaration and any Supplemental Declaration hereto, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 "Lot" shall mean and refer to any of the recorded subdivision plots of land described on Exhibit "A" hereto, and such additions thereto as may be subsequently made subject to the

effect and operation of this Declaration by the filing of a Supplementary Declaration as more particularly hereinafter provided.

Section 3 The "Declarant" shall mean and refer to COMMUNITY CONCEPT GROUP, INC., a Florida Corporation and its successors, and assigns to whom the special rights, reservations, easements, interest, exemptions, privileges and power of the Declarant are specifically assigned or transferred in writing.

Section 4 The "Association" shall mean and refer to the non-profit Corporation, HUNTINGTON GROUP MASTER ASSOCIATION, INC., whose membership shall consist of all the lot owners in the single family subdivision known as HUNTINGTON TRACE, and more specifically described on the attached Exhibit "A". The primary purpose of such Association being to hold title to the common grounds for the benefit of all of the members of the Association and to provide for maintenance, control and security within the said subdivision. The Declarant is developing contiguous and adjacent real property and the individual owner of these parcels shall also be members of the Association.

ARTICLE II

USE RESTRICTION

In addition to all other covenants contained herein, the use of each lot is subject to the following:

Section 1 The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling having a minimum size of 2700 square feet of living area under roof and exclusive of garages, patios, lanais, breeze or walkways, and any other areas not normally heated or cooled by central heat and air-conditioning. Nothing contained in this Article or elsewhere in this Declaration shall be construed to prohibit the Declarant or its assigns from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "Model Homes", a sales office, or the like.

Section 2 No part of any Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes, except that sales and display uses by Declarant shall be permitted in accordance with the provisions of Section 1. Of this Article II. No house erected on any of the Lots shall be used for the purpose of boarding.

Section 3 No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, or except signs used by Declarant to advertise the

properties during the construction and sales period, or except as approved by the Architectural Committee.

Section 4 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5 No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6 No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except cats, dogs, and other household pets which are kept for domestic purposes only and are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three (3) months of age.

Section 7 All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. All woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No burning of any trash shall be permitted on any Lot. Nothing herein shall be deemed to apply to the storage on any Lot by Declarant of building materials during and for use in the construction of the improvements on the Lots.

Section 8 Easements over the Lots for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Said easements being more particularly described on the plat of HUNTINGTON TRACE Subdivision as recorded in Plat Bood 94, Page 1 and 2, of the Public Records of Pinellas County, Florida.

Section 9 For a period of two years from substantial completion, the Declarant reserves a blanket easement and right on, over, and under the Lots to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right, expressly includes the right to cut any trees, brushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable, The Declarant shall give reasonable notice of intent to take such action to all affected Owners unless in the opinion of the Declarant an emergency

exists which precludes such notice. Declarant shall not disturb any permanent structure pursuant to this section.

Section 10 No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 11 No fence, or similar enclosure, may be built on any Lot except with the written permission of the Architectural Control Committee as hereinafter defined in Article III. The procedure for obtaining such approval shall be the same as the procedure outlined in the said Article III. For the approval of any plans for construction of any dwelling upon any of the Lots of this subdivision; provided, however, that in no event shall there be any chain link fences permitted nor shall there be any fence or enclosure permitted in front of the front setback line.

Section 12 All lots and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the development.

Section 13 No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any Lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

Section 14 No clothing, or any other household fabrics, shall be hung in the open on any Lot and no outside clothes drying or airing facilities shall be permitted.

Section 15 Television and radio antennas, whether roof type or ground mounted, shall not be permitted on the exterior of any house or Lot.

Section 16 None of the foregoing Restrictions shall be applicable to the activities of Declarant, its employees, agents, or assigns in their development, marketing and sale of Lots and their contraction activities thereon.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1 No building, fence, wall, pool, drive, garage, outbuilding or other structure or improvement shall be commenced, erected, placed or suffered to remain upon any Lot, nor shall any exterior addition to or change (including, without limitation, any change in color) or other alteration therein be made, nor shall any excavation or grading be commenced until the full and final plans and specifications therefore, showing the nature, kind, estimated cost, shape, height, materials, color, location and all other information reasonably required, shall have been submitted to the Architectural Control Committee or its duly authorized representative in harmony of design, color and location with the planning and design concept for the entire project. The Committee is composed of Lori Zabrocki and Kerry Hudi and such other members as they shall designate that the Committee shall be not less than two (2) nor more than five (5). In the event of the death or resignation the successor shall be designated by the Declarant. Any decision of this Committee must have the approval of Lori Zabrocki and Kerry Hudi or their successor, which shall not be unreasonably withheld. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this section. At any time following sale of all the Lots by the Declarant, the then-record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. In the event the Committee have been submitted to it, and receipt of the same has been acknowledged by the Committee in writing, then approval will not be required and this Section I. of Article III. Of this Declaration shall be deemed to have been fully complied with.

Section 2 Construction or alterations in accordance with plans and specifications approved by the Committee or its duly authorized representative pursuant to the provisions of Section 1. Of this Article III. Shall be commenced within one (1) year following the date upon which the same are approved by the Committee or its duly authorized representative (whether by affirmative action or by forbearance from action, as in Section 1. Of this Article III. Provided), and shall be substantially completed within twelve (12) months following the date of commencement. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of Section 1. Of the Article III. Shall again be required. There shall be no material deviations from plans and specifications approved by the Committee or its duly authorized representative without the prior consent in writing of the Committee or its duly authorized representative.

Section 3 Upon the completion of the construction or alteration of any building, fence, wall or other improvement or structure in accordance with plans and specification approved by the Committee or its duly authorized representative under the provisions of this Article, the Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall or other improvement or structure referenced in such certificate has been approved by the Committee and constructed or installed in full compliance with the provisions of the Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 4 Enforcement. In the event that any construction or alteration of any building, fence, wall, or other improvement or structure should be commenced without the approval of the Architectural Committee or should be constructed so, as not to conform with the approval of the Committee, then the Architectural Committee shall be entitled to apply to any court of competent jurisdiction in the State of Florida for an injunction or other restraining order to prevent further construction of such structure, and if necessary, to obtain a mandatory injunction to remove that portion of the structure that is not in compliance with the Architectural Committee's approval.

ARTICLE IV
ASSOCIATION

Section 1 The Declarant, MARK EVANS CONSTRUCTION, INC, a Florida Corporation and HUNTINGTON TRACE, INC., a Florida Corp and all persons who are or shall become the Owners of the Lots in the HUNTINGTON TRACE, PHASE II whose interests are evidenced by the recordation of proper instruments among the Public Records of Pinellas County, Florida, shall automatically be members of the Association. The Association is a corporation not-for-profit formed under the Laws of the State of Florida and named HUNTINGTON TRACE, PHASE II HOMEOWNERS ASSOCIATION, INC. and HUNTINGTON GROUP MASTER ASSOCIATION, INC. Membership in the Association shall automatically terminate when such persons divest themselves of their respective interest in any said Lots. There foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and shall not be separated from membership of any Lot which is subject to assessment by the Association.

Section 2 Voting. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association shall be that number as set forth in the Articles of Incorporation and Bylaws of the Association as the same may be amended from time to time.

Section 3 Board of Directors of the Association. Lot owners of HUNTINGTON TRACE, PHASE II shall elect by their majority vote one member of the Board of Directors of the Association. The Association shall be covered by a three (3) member board.

Section 4 Declarant. Insofar as the Articles of Incorporation and Bylaws of the Association refer to votes of the membership of the Association and/or corporation, the Declarant shall be entitled to one (1) vote for each Lot to which it holds title.

Section 5 Declarant Limitation. The Declarant shall certify to the Association the date of closing of the sale of the last Lot in the subdivision to any owner. Thereafter, the Declarant shall cause all

Directors of the Association who were elected or appointed by the Declarant to resign and shall cause all members of the Architectural Review Board, who were elected or appointed by Declarant to resign: provided, however, any member of Declarant group or its successors or assigns who own a Lot in the subdivision may remain as such Director or member of the Architectural Review Board.

Section 6 Powers. The Association, acting through its Board of Directors, shall have the full power to enforce all of the terms and conditions and provisions of these covenants and restrictions which shall include but not be limited to the power to assess and collect the assessments referred to in ARTICLE V., Assessments, and to adopt Bylaws to carry out the purposes of the Association so long as the same shall not be in conflict with these covenants and restrictions, the Laws of the State of Florida, and the Articles of Incorporation of the Association.

ARTICLE V

ASSESSMENTS

Section 1 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of one or more Lots by acceptance of a deed therefore, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

- a. Annual assessments or charges.
- b. Special assessments for capital improvements, whether payable monthly, quarterly or annually ; each of the aforementioned assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property, against which such assessment is made. Each assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment on the date when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record owner on the date when the assessment became due and payable unless expressly assumed by the record owners transferee.
- c. In addition to the foregoing, the seller of any Lot, other than between Declarants or Construction Developers, shall collect from the purchaser the sum of One Hundred Dollars (\$100.00) which shall be deposited in a "reserve account" maintained by the Association for the benefit of the owners.

Section 2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to members of the Association who own property and/ or reside in the subdivision.

- a. Promote the recreation, health, safety and welfare of the members of the Association who own property and/or reside in the subdivision.
- b. Provide for the improvement and maintenance of the easement areas.
- c. Pay for the cost of the annual master lawn and garden maintenance contract.
- d. Pay for the cost of the enforcement of the restrictions, limitations, conditions and agreements stated forth herein.
- e. Pay for the cost of the maintenance, operation, repair and replacement of the master water sprinkler system and light system.
- f. Pay for the monthly electrical, television and water charges or any other charges resulting from services provided by the Declarant or the Association.

The Board of Directors is hereby empowered to prepare and submit to the Association an Annual Budget for its approval, and based Thereon to determine the amount of the annual assessment year to year. The reserve account referred to in Section 1c. above shall be deposited by the Association in an interest bearing account and shall be used to supplement the Annual Budget; provided, however, said account must be replenished by the annual assessment each year so as to maintain the reserve account at an amount equal to the total number of lots not owned by Declarant times One Hundred Dollars (\$100.00). After all lots are conveyed by the Declarant or Construct Developer, the reserve account for the subsequent Annual Budget shall be maintained at \$3,500 Dollars.

The Association shall acquire and pay for, out of the Annual Budget, certain items of service which may include, but may not be limited to, the following:

- a. Master lawn and shrubbery maintenance contract.
- b. Maintenance and operation of master water sprinkler system and lighting.
- c. Patrolling of the subdivision by security guards.
- d. Paving and cleaning of the ingress and egress easement shown on the plat of the subdivision.
- e. Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors, and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration of the Bylaws, or which is necessary or proper in the opinion of the Board of Directors of the Association for the benefit of the owners or for the enforcement of these restrictions.
- f. Cost of any other services contracted for by the Association or Declarant on behalf of the owners.

The reserve account may be used to supplement the Annual Assessment or Special Assessment for capital improvements if in the opinion of the Board of Directors said assessments are not

sufficient to adequately pay for all services and capital improvements which benefit the members of the Association.

Section 3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, through its Board Of Directors, may levy in any "assessment year" which shall be defined as that period of time from the date of the Associations annual meeting as set forth in the Bylaws until the next ensuing meeting, one (1) calendar year subsequent thereto, unless said date shall fall on Saturday, Sunday or legal holiday, in which even the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Associations annual meeting shall be held; a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of streets, sidewalks, walkways or other improvements within the easement areas provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the owners who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 4 Rate of Assessment. The obligation of the Association to maintain the premises as provided in Article V. herein, and in regard thereto, the Association shall:

- a. Have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth in Article V. hereinabove.
- b. Have the right and power to assess each member a share of the total obligation of the Association which is secured by the member's acceptance of the deed for his individual Lot.

Section 5 Uniformity. Both annual and special assessments must be fixed at a uniform rate for all.

- a. Annual Assessments. The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association as reflected upon the Associations books in accordance with the services to be provided to the owners as set forth hereinabove in Article V., Section 2. Taking into account the amount of the reserve account which will be used to supplement the Annual Budget.
 1. Payment: Each Owner shall be assessed and shall pay a share of the total amount of the assessment necessary to maintain the Annual Budget which will provide the funds necessary for the services as set forth hereinabove in Section 2. Each Owner shall owe his pro rata share of the annual assessment within thirty (30) days of the date of notice of the annual assessment.

Section 6 Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal contract rate per annum allowed by Florida Law, together with all costs of collection including, but not limited to, reasonable attorneys fees incurred at the trial and

appellate levels. The Association or Declarant may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Owner. This lien shall be superior to any homestead right of the Owner and the Owner expressly waives any right of the Owner and the Owner expressly waives any right of homestead under Florida Law and the United States Constitution so that either the Declarant or the Association can enforce its lien right through a foreclosure proceeding. That the lien of any assessment charged the Association under these Restrictions is subordinate to the lien of any first mortgage upon any of the units. A failure to pay any such assessment shall not constitute a default under any mortgage upon any of the units.

Section 7 Budget. The Association shall assess its members annually a share of a sum sufficient to maintain the reserve account and annual budget adopted from year to year by the Association through its Board of Directors and each and every assessment shall be payable to the Association annually, and in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the Bylaws of the Association and Section 5a. herein. Each Owners prorate share of the first budget of the Association and/or any special assessment levied by the Association shall be no greater than 115% of said budget and/or special assessment and the Declarant shall guarantee payment of actual costs in excess thereof to the Association during said initial twelve (12) month period. All subsequent budgets shall be no greater that 110% of the previous years budget.

ARTICLE VI

GENERAL PROVISIONS

Section 1 Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposes by the provisions of this Declaration. Failure 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 thereafter.

Section2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions, which shall remain in full force and effect.

Section 3 The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less that eight percent (80%) of the Lot Owners, and thereafter by an instrument signed by the owners of not less that seventy-five percent (75%) of the Lots. Any amendment must be recorded. Any conveyance or encumbrance of the common area is subject to each and every unit owners easement for ingress and egress across the said common area, and further, the common area

cannot be mortgage by the Association or conveyed by the Association without the consent of at least two-thirds (2/3) of the lot owners, excluding the developer.

IN WITNESS WHEREOF, the undersigned, being the Declarant, joined by MARK EVANS CONSTRUCTION, a Florida Corporation and HUNTINGTON TRACE, INC., a Florida Corporation, have executed this instrument on the date first hereinabove written.

DECLARANT:

COMMUNITY CONCEPT GROUP, INC. a Florida Corporation

By: CA

HUNTINGTON TRACE, INC., a Florida Corporation

By: CA

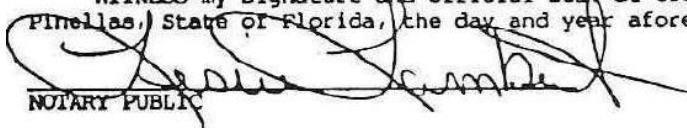
MARK EVANS CONSTRUCTION, INC.

By: Mark Evans President

COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 7th day of July, 1988, before me personally appeared JOE C. BURDETTE, Vice President of COMMUNITY CONCEPT GROUP, INC., a Florida Corporation and President of HUNTINGTON TRACE, INC. Corporations existing under the Laws of the State of Florida to me known to be the officer described in and who executed the foregoing Declaration of Covenants, Conditions and restrictions, and acknowledges the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned; and the said instrument is the acts and deed of said Corporations.

WITNESS my signature and official seal at Clearwater in the County of Pinellas, State of Florida, the day and year aforesaid.



NOTARY PUBLIC

My Commission Expires:

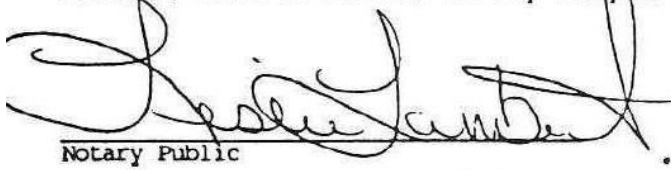
NOTARY PUBLIC, State of Florida
My Commission Expires January 27, 1990

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 7th day of July, 1988, before me personally appeared S. MARK EVANS, President of MARK EVANS CONSTRUCTION, INC., a Florida Corporation to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and

Restrictions, and acknowledges the execution thereof to be his free act and deed as such officer for the use and purpose therein mentioned; and the said instrument is the act and the deed of the Corporations.

WITNESS my signature and official seal at Clearwater in the County of Pinellas, State of Florida, the day and year aforesaid.



Notary Public

My Commission Expires:

NOTARY PUBLIC No. 13344
My Commission Expires January 27, 1992.

STATE OF FLORIDA - PINELLAS COUNTY

I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.

This 18 day of October, 1988,

KARLEEN F. De BLAKER
Clerk of Circuit Court

By: 

Deputy Clerk