

85033743

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

14	14484282	72	1.	18
		40		133.00
		TOTAL		133.00

BRIARWICK

THIS DECLARATION, made on the date hereinafter set forth by U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pinellas County, Florida, which is more particularly described as:

A tract of land lying in the Northwest quarter of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 35; thence N 00°15'02" W, along the West line of the Northwest 1/4 of said Section 35, for 530.21 feet to the POINT OF BEGINNING; thence continue N 00°15'02" W, along said West line, for 1377.69 feet to a point on a boundary of the East Lake Tarpon wellfield property as recorded in O. R. Book 5450 on pages 1520 through 1523 of the official records of Pinellas County, Florida; thence, along said boundary line the following two courses, (1) N 89°52'32" E, for 24.93 feet; (2) thence N 00°07'28" W, for 30.00 feet; thence N 89°52'32" E, for 321.92 feet to the point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 2966.00 feet, a central angle of 14°16'33", an arc length of 739.01 feet and a chord bearing N 82°44'16" E, for 737.10 feet to a non-tangent point; thence S 22°39'21" E, for 626.50 feet; thence S 07°38'51" W, for 209.77 feet; thence N 87°57'12" W, for 528.75 feet; thence S 29°16'00" W, for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 250.80 feet, a central angle of 60°28'58", an arc length of 264.75 feet and a chord bearing S 59°30'29" W, for 252.63 feet to the point of tangency; thence S 89°44'58" W, for 200.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT TRACT "A" as shown on the Plat of BRIARWICK.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed

DECLARATION

THIS INSTRUMENT PREPARED BY (S) RETURN TO:  
R. TIMOTHY PETERS  
R. TIMOTHY PETERS, P.A.  
BOX 6316, CLEARWATER, FL 33518

01 Cash 11.00  
40 Fee 133.00  
41 DS  
43 let  
1. 733.00

FEB 10 5 02 PM '00

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.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to BRIARWICK HOMEOWNERS ASSOCIATION, INC., 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.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Being a portion of the Northwest quarter of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 35; thence N 00°15'02" W, along the West line of the Northwest 1/4 of said Section 35, for 530.21 feet to the POINT OF BEGINNING; thence continue N 00°15'02" W, along said West line, for 1377.69 feet to a point on a boundary of the East Lake Tarpon wellfield property as recorded in O. R. Book 5450 on pages 1520 through 1523 of the official records of Pinellas County, Florida; thence, along said boundary line the following two courses, (1) N 89°52'32" E, for 24.93 feet; (2) thence N 00°07'28" W, for 30.00 feet; thence N 89°52'32" E, for 321.92 feet to the point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 2966.00 feet, a central angle

of 14°16'33", an arc length of 739.01 feet and a chord bearing N 82°44'16" E, for 737.10 feet to a non-tangent point; thence S 22°39'21" E, for 626.50 feet; thence S 07°38'51" W, for 209.77 feet; thence N 87°57'12" W, for 528.75 feet; thence S 29°16'00" W, for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 250.80 feet, a central angle of 60°28'58", an arc length of 264.75 feet and a chord bearing S 59°30'29" W, for 252.63 feet to the point of tangency; thence S 89°44'58" W, for 200.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1 through 64, inclusive, AND TRACT "A" OF BRIARWICK, as shown on the Plat of BRIARWICK.

THE COMMON AREA CONSISTS OF BELMOOR DRIVE AND EDGEMOOR DRIVE, and contains 4.88 acres, more or less.

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

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, its successor and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PURPOSE

Maintenance and Repair of Common Area; Security. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area and to provide security for the BRIARWICK development. The Association shall have the right, but not the obligation, to pay for the costs of lighting for the Common Area and for public roads adjacent to the Properties, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of

Incorporation and By-Laws, or this Declaration.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

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 IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Each 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership 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 December 31, 1995.

#### ARTICLE V

##### 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Assessments shall include insurance expenses as described in Article XIII of this Declaration.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the assessment shall be \$19.00 per month per Lot. From

and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased or decreased in the discretion of the Board of Directors.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 5. 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 6. 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 on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. 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 twelve percent (12%) 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 assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment 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 assessment 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.

Section 9. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own, provided: (i) the annual assessment paid by the other Owners shall not exceed the assessment stated in Section 3 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference, herein called the "deficiency", shall not include a reserve for replacements, operating reserves, depreciation reserves or capital expenditures. At the expiration of the before-mentioned period, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the

year, if applicable. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

#### ARTICLE VI

##### 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 fully complied with.

#### ARTICLE VII

##### 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 thereafter.

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

Section 3. Amendment.

A. 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.

B. Anything in this Declaration to the contrary notwithstanding, until the completion of the contemplated improvements on the Properties, and closing of all Lot sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the plan of development, as may be required by any lender, governmental authority, or, as may in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall impair the security or priority of a first mortgagee.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for any purpose other than as and for a single-family residence or dwelling.

Section 2. Pets. No pets shall be raised for commercial purposes. In no event may any pet be allowed to become a

nuisance.

Section 3. Vehicle Parking. No vehicle shall be parked within the Properties except on driveways or within garages. No boats, boat trailers, recreational vehicles or trucks, except pickup trucks and light van-type vehicles, may be parked on the Properties except inside garages.

Section 4. Fences. No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the Properties except as approved in writing by the Board, which approval may be arbitrarily withheld.

Section 5. Antennas. No exterior radio, television or any other electrical antennas or aerials or earth stations or any similar device may be erected or maintained anywhere upon any portion of the Properties or any Lot. Notwithstanding the above, antennas, aerials and similar devices may be maintained in the attic of individual homes so long as the antennas, aerials or other devices are not visible from the exterior of the home.

Section 6. Maintenance. Following the conveyance of a Lot by the Declarant, each Owner thereof shall be obligated to maintain the Lot and all improvements thereon in good condition and repair.

Section 7. Clothes-Drying Activity. Clothes hanging devices exterior to a residence are prohibited.

ARTICLE XI ~~IX~~

EASEMENTS

Section 1. Ingress-Egress. A nonexclusive easement for the use and benefit of the Owners and occupants of any Lot, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easements alone or together with other

recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area.

Section 2. Utilities, etc. Each Lot and the Common Area shall be subject to existing easements for public utilities' purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, cable television, telephone, and irrigation wells and pumps, if applicable), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements.

Section 3. Future Utility Easements. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot) and for the Board of Directors of the Association, to grant and/or reserve such additional easements, including, but not limited to, irrigation, wells and pump, cable television, electric, gas, water, telephone or other utility easement, or to relocate any existing utility easement in any portion of the property as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots for permitted purposes. Each Lot Owner hereby irrevocably appoints the president and vice president of the Association as his attorney-in-fact to grant permits, licenses and easements as previously described in this section.

Section 4. Easement for Encroachments. All of the Properties and all of the Lots shall be and are singularly and collectively subject to easements for encroachments which now

or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or Lots, or encroachments caused by the intentional or unintentional placement of utilities meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

Section 5. Sprinkler Systems. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws to the contrary, all sprinkler systems or lawn irrigation systems owned, operated or maintained by the Association shall be constructed in a manner which will provide for the future conversion and connection of the lawn irrigation systems to effluent transmission and distribution facilities owned by Pinellas County. At such time that effluent transmission and distribution facilities become available to particular portions of the Properties, the Association shall disconnect said lawn irrigation systems from other sources of water and shall connect said lawn irrigation systems to the effluent transmission and distribution facilities owned by Pinellas County. This Section 5 may not be amended or modified without the prior written approval of the Declarant.

ARTICLE ~~XII~~ ~~X~~  
MORTGAGEES

Section 1. Definition. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, an agency of the United States Government, the holder of any mortgage insured by any agency of the United States Government, the Federal National

Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, the Veterans' Administration, and any guarantor or assignee of any institutional mortgagee.

Section 2. Notice to Mortgagees. Institutional mortgagees shall have a right, upon written notice to the Association, to be advised in writing of the following:

- A. Any proposed amendment of documents.
- B. Any proposed termination of the Association.
- C. Any condemnation or casualty loss which affects a material portion of the Properties.
- C. Any deficiency of sixty (60) days or more in the payment of assessments or charges owed by the Mortgagor.
- D. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 3. Financial Statement. If the Federal Housing Administration, the Veterans' Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any holder of a first mortgage own or insure a mortgage in the Properties, then the Association, upon request, shall prepare and/or furnish to that agency or mortgagee an audited financial statement of the Association for the immediate preceding fiscal year.

ARTICLE ~~XIII~~ XI

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. In no event shall this liability insurance coverage be less than One Million Dollars (\$1,000,000.00). The Board of Directors shall collect and enforce payment of the premium for such insurance from each Lot Owner, in equal shares, as an assessment in accordance with this Declaration. Each individual Lot Owner shall be responsible for purchasing liability insurance for accidents occurring on his own Lot.

MASTER ASSOCIATION AND

MASTER ASSOCIATION RESTRICTIONS

Section 1. Membership. Each Owner of a Lot automatically becomes a member of RIDGEMOOR MASTER ASSOCIATION, INC. ("Master Association"), which is the Master Association governing all residents of the RIDGEMOOR development. Such membership is in addition to the Owner's automatic membership in the Association, as provided in Article IV of this Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, By-Laws and rules and regulations in effect from time to time.

Section 2. Restrictions. In addition to this Declaration, each Lot is subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for RIDGEMOOR, as recorded in the Public Records of Pinellas County, Florida. Pursuant to said Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the before-mentioned Restrictions, and to uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of January, 1985.

U. S. HOME CORPORATION

By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Gene Lanton and Bruce Garretson as Division President and Division Secretary, respectively, of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 8th day of January, 1985.

Susan Ingram  
Notary Public  
My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Nov. 20, 1985  
Bonded by SAFECO Insurance Company of America

D.P. 5934 PAGE 1344

# State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles  
of Incorporation of*

BRIARWICK HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,  
filed on January 15, 1985.*

*The charter number for this corporation is N07132.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
16th day of January, 1985



WP-104 CER-101

George Firestone  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
BRIARWICK HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned has this day voluntarily executed these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is BRIARWICK HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

ADDRESS

The principal office of the Association is located at 2915 State Road 590, Suite 16, Clearwater, Florida 33519.

ARTICLE III

REGISTERED AGENT

Bruce Garretson, whose address is 2915 State Road 590, Suite 16, Clearwater, Florida 33519, is hereby appointed the initial registered agent of this Association.

Agency Accepted:

By:   
Bruce Garretson

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

A tract of land lying in the Northwest quarter of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 35; thence N 00°15'02" W, along the West line of the Northwest 1/4 of said Section 35, for 530.21

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

feet to the POINT OF BEGINNING; thence continue N 00°15'02" W, along said West line, for 1377.69 feet to a point on a boundary of the East Lake Tarpon wellfield property as recorded in O. R. Book 5450 on pages 1520 through 1523 of the official records of Pinellas County, Florida; thence, along said boundary line the following two courses, (1) N 89°52'32" E, for 24.93 feet; (2) thence N 00°07'28" W, for 30.00 feet; thence N 89°52'32" E, for 321.92 feet to the point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 2966.00 feet, a central angle of 14°16'33", an arc length of 739.01 feet and a chord bearing N 82°44'16" E, for 737.10 feet to a non-tangent point; thence S 22°39'21" E, for 626.50 feet; thence S 07°38'51" W, for 209.77 feet; thence N 87°57'12" W, for 528.75 feet; thence S 29°16'00" W, for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 250.80 feet, a central angle of 60°28'58", an arc length of 264.75 feet and a chord bearing S 59°30'29" W, for 252.63 feet to the point of tangency; thence S 89°44'58" W, for 200.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT TRACT "A" as shown on the Plat of BRIARWICK.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for BRIARWICK, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all

licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an

interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

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 (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lots, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration), 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 December 31, 1995.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Names</u>	<u>Addresses</u>
Gene Lanton	2915 State Road 590, Suite 16 Clearwater, Florida 33519

Carroll Neyrey 5331 Erlich Road  
Tampa, Florida 33624

Bruce Garretson 2915 State Road 590, Suite 16  
Clearwater, Florida 33519

At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

#### ARTICLE VIII

##### OFFICERS

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names</u>	<u>Addresses</u>
Gene Lanton President	2915 State Road 590, Suite 16 Clearwater, Florida 33519
Carroll Neyrey Vice President	5331 Erlich Road Tampa, Florida 33624
Bruce Garretson Secretary/Treasurer	2915 State Road 590, Suite 16 Clearwater, Florida 33519

#### ARTICLE IX

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and

assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XII

SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
U. S. Home Corporation	2915 State Road 590, Suite 16 Clearwater, Florida 33519

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 8th day of January, 1985.

U. S. HOME CORPORATION

By: [Signature]  
Division President

Attest: [Signature]  
Division Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Gene Lanton and Bruce Garretson, as Division President and Division Secretary, respectively, of U. S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Articles of Incorporation for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 8th day of January, 1985.

Luana Ingram  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Public, State Of Florida At Largo  
My Commission Expires Nov. 20, 1985  
Insured by SFFCO Insurance Company of America

RECORDED  
SERIALIZED  
JUL 15 PM 4 14  
1985

FEB 18 5 02 PM '82

BY-LAWS  
OF  
BRIARWICK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BRIARWICK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 2915 State Road 590, Suite 16, Clearwater, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Pinellas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to BRIARWICK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for BRIARWICK, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. IF MORTGAGE CO. OR BANK HAS FORECLOSED BY ALL OWNERS -



Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for BRIARWICK applicable to the Properties recorded in the Public Records of Pinellas County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses

incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at

such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(e) authorize the execution of any easement or other document or instrument authorized by the Declaration, the

Articles of Incorporation or these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) provide for the security of the BRIARWICK development.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be elected by members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held simultaneously by the same person. No

person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

D.P. 5934 1360

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having



within its circumference the words:

BRIARWICK HOMEOWNERS ASSOCIATION, INC.  
FLORIDA  
"NOT FOR PROFIT"  
1985

ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is Class B membership.

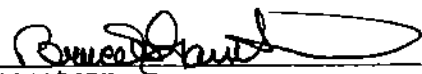
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing was adopted as the By-Laws of BRIARWICK HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on the 16th day of January, 1985.

BRIARWICK HOMEOWNERS ASSOCIATION, INC.

By:   
Secretary

*Carole DeBlasio*  
CLERK OF COUNTY RECORDS  
PINELLAS COUNTY, FLORIDA  
MAR 4 11 47 AM '88

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 2<sup>nd</sup> day of March, 1988, between U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as Grantor, and BRIARWICK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as Grantee, whose post office address is c/o Delis Property Management, 1125-27 Main Street, Dunedin, Florida 34698.

W I T N E S S E T H

That the Grantor, for and in consideration of the sum of TEN AND No/100 (\$10.00) DOLLARS and other good and valuable considerations, to it in hand paid by the Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, quitclaims, releases, and conveys unto Grantee, its successors and assigns forever, the following described property located, situated and being in the County of Pinellas, State of Florida,

See Attached Exhibit A

15 1570000 00 15.00  
60 15.00  
41 0.55  
TOTAL 15.55 (1)

SUBJECT TO;

1. Conditions, restrictions, reservations, limitations and easements of record and matters of survey.
2. Zoning and building ordinances and other governmental regulations.
3. Taxes and assessments for 1988 and subsequent years.

To have and to hold in fee simple forever.

And Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming through or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed as of the day and year first above written.

"Grantor"

Signed, Sealed and Delivered in the Presence of:

U.S. HOME CORPORATION  
a Delaware corporation,

*Louise B. Murray*  
*Robert Mills*

By: *[Signature]*  
Division Chairman

Attest: *Carole DeBlasio*  
Division Secretary

Documentary Tax Pd. \$ 55  
Intangible Tax Pd. \_\_\_\_\_  
Merrill F. DeBlasio, Clerk, Pinellas County  
Deputy Clerk

01 CASH  
40 Rec 15.00  
41 DB 55  
43 Int \_\_\_\_\_  
4F Fee \_\_\_\_\_  
Total 15.55

Prepared by: CAROLE DEBLASIO  
Address: 311 PARK PLACE BLVD  
CLEARWATER, FLA.

(CORPORATE SEAL)

U.S. HOME  
SUITE 600

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this  
2nd day of March, 1988, by  
Robert Furling and Carole Dehlerow, as Division  
Chairman and Division Secretary respectively, of U.S.  
HOME CORPORATION, a Delaware corporation, on behalf of said  
corporation.

*Barbara A. Zilinski*  
Notary Public  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 11, 1989  
BORNED THRU GENERAL BUS. UND.

**LEGAL DESCRIPTION:**

A tract of land lying in the Northwest 1/4 of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 35; thence N 00° 15' 02" W, along the West line of the Northwest 1/4 of said Section 35, for 530.21 feet to the POINT OF BEGINNING; thence continue N 00° 15' 02" W, along said West line, for 1,377.69 feet to a point on the boundary of the East Lake Tarpon wellfield property as recorded in O.R. Book 5450 on Pages 1520 through 1523 of the Official Records of Pinellas County, Florida; thence along said boundary line the following two (2) courses; (1) N 89° 52' 32" E, for 24.93 feet; (2) thence N 00° 07' 28" W, for 30.00 feet; thence N 89° 52' 32" E, for 321.92 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 2,966.00 feet, a central angle of 14° 16' 33", an arc length of 739.01 feet and a chord bearing N 82° 44' 16" E, for 737.10 feet to a non-tangent point; thence S 22° 39' 21" E, for 626.50 feet; thence S 07° 38' 51" W, for 209.77 feet; thence N 87° 57' 12" W, for 528.75 feet; thence S 29° 16' 00" W, for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 250.80 feet, a central angle of 60° 28' 58", an arc length of 264.75 feet and a chord bearing S 59° 30' 29" W, for 252.63 feet to the point of tangency; thence S 89° 44' 58" W, for 200.00 feet to the POINT OF BEGINNING.

Less and except Lots 1 through 64, BRIARWICK, according to the plat thereof as recorded in Plat Book 90, Pages 32 to 35 of the Public Records of Pinellas County, Florida.

The above described common area is comprised of BELMOOR DRIVE, EDMOOR DRIVE AND TRACT A.

STEWART TITLE OF TAMPA  
3834 NEPTUNE STREET,  
TAMPA, FLORIDA, 33609

OWNERSHIP AND ENCUMBRANCE REPORT

ORDER NO.88020298

THIS CERTIFIES, that according to the records in the Office of the Clerk of the Circuit Court, PINELLAS County, Florida, as of February 23, 1988 at 8:00 o'clock A.M., U.S. Home Corporation, is/are the apparent record owner (s) of the following described land, situate, lying and being in the County of PINELLAS, State of Florida, to-wit:

A tract of land lying in the Northwest 1/4 of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 35; thence N. 00 deg. 15' 02" W., along the West line of the Northwest 1/4 of said Section 35 for 530.21 feet to the POINT OF BEGINNING; thence continue N. 00 deg. 15' 02" W., along said West line, for 1,377.69 feet to a point on the boundary of the East Lake Tarpon wellfield property as recorded in Official Record Book 5450 on Pages 1520 through 1523 of the Official Records of Pinellas County, Florida; thence along said boundary line the following two (2) courses: (1) N. 89 deg. 52' 32" E., for 24.93 feet; (2) thence N. 00 deg. 07' 28" W., for 30.00 feet; thence N. 89 deg. 52' 32" E., for 321.92 feet to the point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 2,966.00 feet, a central angle of 14 deg. 16' 33", an arc length of 739.01 feet and a chord bearing N. 82 deg. 44' 16" E., for 737.10 feet to a non-tangent point; thence S. 22 deg. 39' 21" E., for 626.50 feet; thence S. 07 deg. 38' 51" W., for 209.77 feet; thence N. 87 deg. 57' 12" W., for 528.75 feet; thence S. 29 deg. 16' 00" W., for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 250.80 feet, a central angle of 60 deg. 28' 58", an arc length of 264.75 feet and a chord bearing S. 59 deg. 30' 29" W., for 252.63 feet to the point of tangency; thence S. 89 deg. 44' 58" W., for 200.00 feet to the POINT OF BEGINNING.

Less and except Lots 1 through 64, BRIARWICK, according to the plat thereof as recorded in Plat Book 90, Pages 32 to 35 of the Public Records of Pinellas County, Florida.

The above described common area is comprised of BELMOOR DRIVE, EDGEMOOR DRIVE AND TRACT A.

SUBJECT TO THE FOLLOWING:

1. RESTRICTIONS AND RESERVATIONS AFFECTING THE PROPERTY AS SET FORTH IN DEED TO U.S. HOME CORPORATION RECORDED IN OFFICIAL RECORD BOOK 5616 PAGE 1262 AND CORRECTIVE DEED RECORDED IN OFFICIAL RECORD BOOK 5695 PAGE 346, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
2. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 5934 PAGES 1329 THRU 1361 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
3. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 5921 PAGE 2127 AND AMENDMENT IN OFFICIAL RECORD BOOK 6363 PAGE 660 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
4. ALL LAND SHOWN ON THIS PLAT IS SUBJECT TO THE MASTER AND

Continued on next page

ORDER NO. 88020298

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION

OFFICIAL RECORD BOOK 4831 PAGE 382, AS CLARIFIED BY AFFIDAVIT IN OFFICIAL RECORD BOOK 5418 PAGE 500, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. NOTE: SEWER AGREEMENT RIGHTS OF YEHUDA BEN-ARIEH, AS SUCCESSORS CO-TRUSTEE, IN THIS AGREEMENT WERE ASSIGNED TO U.S. HOME CORPORATION BY ASSIGNMENT (SEWER AGREEMENT) RECORDED IN OFFICIAL RECORD BOOK 5616 PAGE 1282, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

17. RIGHTS OF PINELLAS COUNTY IN SEWER FACILITIES AND FIXTURES AS SET FORTH IN OFFICIAL RECORD BOOK 4831 PAGE 387 AND IN OFFICIAL RECORD BOOK 4831 PAGE 394, AS CLARIFIED BY AFFIDAVIT IN OFFICIAL RECORD BOOK 5418 PAGE 500, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
18. BILL OF SALE OF SANITARY SEWER FACILITIES TO PINELLAS COUNTY RECORDED IN OFFICIAL RECORD BOOK 6349 PAGE 639 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
19. ANY LIEN PROVIDED BY CHAPTER 159 FLORIDA STATUTES IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER SYSTEM, SEWER SYSTEM OR GAS SYSTEM SERVING THE LAND DESCRIBED HEREIN.
20. DEED OF CONVEYANCE OF PIPELINES AND APPURTENANCES TO PINELLAS COUNTY, RECORDED IN OFFICIAL RECORD BOOK 6201 PAGE 2351 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
21. TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS.

THIS COMPANY, in issuing this Certificate, assumes no liability on account of any instrument or proceedings constituting the chain of title to property herein certified to containing such defects that would render such instrument or proceedings null and void or defective, herein assuming that all instruments in the chain of title to said property are good and valid.

Liability for this Ownership and Encumbrance Report is limited to the price paid to the Company for this Report and that maximum liability is limited to the Customer who placed the order with us. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the price paid for this Report. There is no expressed or implied warranties that this Report is reliable for title information and, therefore, should be verified by a commitment for title insurance.

DATED at Tampa, Florida, this February 24, 1988

STEWART TITLE OF TAMPA

BY *Yally T. Pelane*  
Authorized Countersignature

ORDER NO. 88020298  
OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIDGEMOOR AS ARE FROM TIME TO TIME FILED BY THE DECLARANT. ALL LAND SHOWN ON THIS PLAT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BRIARWICK AS RECITED IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

5. DRAINAGE AND UTILITY EASEMENTS TO THE BENEFIT OF PINELLAS COUNTY OVER THE COMMON AREA SHOWN ON PLAT AS SET FORTH IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
6. RIDGEMOORE MASTER ASSOCIATION, INC. WARRANTS THAT IT WILL MAINTAIN DRAINAGE EASEMENT DEPICTED AS TRACT "A" ON PLAT, AS RECITED IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
7. EASEMENTS AS SHOWN IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
8. BRIARWICK HOMEOWNERS ASSOCIATION, INC. WARRANTS THAT IT WILL MAINTAIN THE PRIVATE ROADWAYS AND LOCAL DRAINAGE SYSTEMS WITHIN THIS PLAT, AS SET FORTH IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
9. FIFTEEN FOOT WIDE LANDSCAPE AND WALL MAINTENANCE EASEMENT TO THE BENEFIT OF RIDGEMOOR MASTER ASSOCIATION, INC. AS SET FORTH IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
10. COMMON AREA NOTES AND REFERENCES AS SET FORTH IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
11. EASEMENT NOTES AND REFERENCES AS SET FORTH IN PLAT BOOK 90 PAGE 32 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
12. AGREEMENT BY AND BETWEEN TARPON GOLF AND TENNIS CLUB, INC. AND U.S. HOME CORPORATION DATED JUNE 12, 1984 AND RECORDED JUNE 12, 1984 IN OFFICIAL RECORD BOOK 5780 PAGE 1787 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
13. TERMS AND CONDITIONS AS CONTAINED IN MEMORANDUM OF AGREEMENT RECORDED IN OFFICIAL RECORD BOOK 4141 PAGE 861 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS AMENDED BY AMENDMENT TO MEMORANDUM OF AGREEMENT AND AGREEMENT, RECORDED IN OFFICIAL RECORD BOOK 5450 PAGES 1483 THROUGH 1493, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND ASSIGNED BY ASSIGNMENT (WATER AGREEMENT), DATED OCTOBER 3, 1983, RECORDED OCTOBER 4, 1983 IN OFFICIAL RECORD BOOK 5616 PAGE 1278 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TO U.S. HOME CORPORATION.
14. RIGHTS OF PINELLAS COUNTY IN THE FLORIDAN AQUIFER AND OTHER DEEP AQUIFERS AS RECORDED IN OFFICIAL RECORD BOOK 4141 PAGE 861 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
15. TERMS AND CONDITIONS AS CONTAINED IN MEMORANDUM OF AGREEMENT RECORDED IN DEED IN OFFICIAL RECORD BOOK 4141 PAGE 858 AND OFFICIAL RECORD BOOK 4141 PAGES 861 THRU 877, AMENDED IN OFFICIAL RECORD BOOK 5450 PAGES 1483 THRU 1493 PINELLAS COUNTY, FLORIDA. NOTE: WATER AGREEMENT RIGHTS OF YEHUDA BEN-ARIEH, AS SUCCESSORS CO-TRUSTEE; IN THIS AGREEMENT AS AMENDED, WERE ASSIGNED TO U.S. HOME CORPORATION BY ASSIGNMENT (WATER AGREEMENT) RECORDED IN OFFICIAL RECORD BOOK 5616 PAGE 1278, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
16. COVENANTS, TERMS AND CONDITIONS OF AGREEMENT AND ADDENDUM TO AGREEMENT, RECORDED IN OFFICIAL RECORD BOOK 4831 PAGE 351 AND

Continued on next page

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OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION

OFFICIAL RECORD BOOK 4831 PAGE 382, AS CLARIFIED BY AFFIDAVIT IN OFFICIAL RECORD BOOK 5418 PAGE 500, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. NOTE: SEWER AGREEMENT RIGHTS OF YEHUDA BEN-ARIEH, AS SUCCESSORS CO-TRUSTEE, IN THIS AGREEMENT WERE ASSIGNED TO U.S. HOME CORPORATION BY ASSIGNMENT (SEWER AGREEMENT) RECORDED IN OFFICIAL RECORD BOOK 5616 PAGE 1202, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

17. RIGHTS OF PINELLAS COUNTY IN SEWER FACILITIES AND FIXTURES AS SET FORTH IN OFFICIAL RECORD BOOK 4831 PAGE 387 AND IN OFFICIAL RECORD BOOK 4831 PAGE 394, AS CLARIFIED BY AFFIDAVIT IN OFFICIAL RECORD BOOK 5418 PAGE 500, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
18. BILL OF SALE OF SANITARY SEWER FACILITIES TO PINELLAS COUNTY RECORDED IN OFFICIAL RECORD BOOK 6349 PAGE 639 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
19. ANY LIEN PROVIDED BY CHAPTER 159 FLORIDA STATUTES IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER SYSTEM, SEWER SYSTEM OR GAS SYSTEM SERVING THE LAND DESCRIBED HEREIN.
20. DEED OF CONVEYANCE OF PIPELINES AND APPURTENANCES TO PINELLAS COUNTY, RECORDED IN OFFICIAL RECORD BOOK 6201 PAGE 2351 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
21. TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS.

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Liability for this Ownership and Encumbrance Report is limited to the price paid to the Company for this Report and that maximum liability is limited to the Customer who placed the order with us. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the price paid for this Report. There is no expressed or implied warranties that this Report is reliable for title information and, therefore, should be verified by a commitment for title insurance.

DATED at Tampa, Florida, this February 24, 1988

STEWART TITLE OF TAMPA

BY *Violet C. Clarke*  
Authorized Countersignature