

DECLARATION OF AGREEMENTS, EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
QUEEN ANNE GATE

THIS DECLARATION, made as of the date hereinafter set forth by SOMERSET ESTATES, INC., hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property situated in the County of Pinellas, State of Florida, which is more particularly described in the attached Exhibit "A".

QUEEN ANNE GATE is a residential development, consisting of single family and duplex buildings, each residence being platted on a separate lot. The residential community includes private streets, common areas and recreational facilities to be constructed on all or part of the described property, all as Declarant, in its sole discretion, shall determine and in such styles, mix, configuration, and manner as Declarant alone shall determine. Declarant, by this Declaration, desires to submit the property described in Exhibit "A" to this Declaration. This Declaration provides a flexible and reasonable procedure for the subjecting of said property and establishes a method for the administration and maintenance of such property as is now or may subsequently be submitted to this Declaration.

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

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to QUEEN ANNE GATE 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 simply 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 and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Residential Unit" shall mean a single family residence intended for any type of independent ownership and use, and shall include within its terms each living unit in a duplex

building and a single family, free standing residence. Residential Lots upon which one (1) residence may be constructed, shall be shown on the plat or plats of survey filed with such Declarations or incorporated therein by reference.

Section 6. "Declarant" shall mean and refer to SOMERSET ESTATES, INC., its successors and assigns if such successors or assigns should acquire more than five (5) undeveloped Lots from the Declarant for the purpose of development.

## ARTICLE II PROPERTY RIGHTS

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

a) The right of the Association to charge reasonable fees for the use of any facility now or hereafter situated or constructed upon the Common Area;

b) The right of the Association to suspend the voting rights and right to use of the facilities of an Owner for any period during which any assessment of the Association against said Owner's Residential Unit remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

d) The right of the Association to adopt reasonable rules and regulations controlling the use of the common areas to promote the health, safety and common interests of all the owners;

e) The right of the Declarant to grant easements in and to the common area for utility and cable vision services and other public uses which benefit the community as a whole, provided that this right shall terminate upon the first conveyance of a Lot to an Owner other than Declarant;

f) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common areas or for constructing, repairing, or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Area except streets, provided, further, that the creation of any such mortgage shall require approval of two-thirds (2/3) of each class of members;

g) Any limitations on use contained elsewhere in this Declaration.

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, business invitees, social invitees or contract purchasers who reside on the property.

Section 3. Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area streets, for access to his or her Residential Unit and shall have the right to lateral support, such rights shall be appurtenant to and pass with the title to each residential unit.

Section 4. Use of Common Area. Except for the right of ingress and egress, the Owners are hereby prohibited and restricted from using any of said property outside their respective Residential Units except as may be allowed by the Association's Board of Directors or as may be expressly permitted in a Declaration to which the Properties or any part thereof are submitted for the purposes of creating a residential association. No planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be erected or maintained upon the Common Area except as are installed in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. No antennae may be erected upon the Property. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 5. Signs. No sign of any kind shall be displayed to the public view on the Properties without the prior written consent of the Board or its designate except customary name and address signs and one "for sale" sign of not more than four (4) square feet in size advertising the Residential Unit for sale, which, except as provided herein, shall be placed on the Residential Unit offered for sale. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Area.

Section 6. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept, or permitted to wander on the Common Area, except for areas specifically designated for such purpose by the Board, such as Dog Walking areas, to the extent provided.

Section 7. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and facilities located thereon, including but not limited to the Recreation Area. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified in a regular or special meeting by the vote of Class "A" members holding a majority of the total votes in the Association and by the majority vote of the Class "B" members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosures as provided herein.

Section 8. Construction and Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on, during the period of construction and sale of the Lots or the Residential Units, upon such portion of the Common Area as the Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but without limitations, business offices, signs, model units, sales and construction offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant or other builders as models and sales offices.

Section 9. Easements for Utilities, Etc. There is hereby reserved the power to grant blanket easements upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to, water, sewers, telephones and electricity. This power to grant easements is reserved to the Declarant for so long as the Declarant owns two (2) or more Lots in the Subdivision; thereafter, the power to grant easements is reserved to and is made a power of the Board of Directors. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or service to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as may be provided by the Association's Board of Directors or as provided herein. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easements on the properties.

Each duplex unit shall have an easement on the adjoining lot, upon which the companion portion of the duplex building is located, for the purpose of allowing minor building encroachment on the adjoining lot should the duplex building not be constructed exactly upon the lot line separating the two individual units comprising the duplex building.

Section 10. Drainage. Each Owner shall have a drainage easement across each and every other Owner's Lot for the natural flow of rainwater run-off and no structure, digging or other activity conducted by an Owner may interfere with said drainage easement.

### ARTICLE III EXTERIOR MAINTENANCE

All exterior maintenance, excluding the roof shall be the responsibility of the Association. In the event an Owner of any Lot in the Subdivision shall fail to maintain their roof and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the roof and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject, said additional assessment being due and payable immediately upon the assessment's accrual. It is anticipated that each homeowner carry an insurance policy covering roof repair and replacement.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Structural Change. The Owners of the respective Lots shall make no structural changes in a party wall.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, Owners, if an uninsured loss, who have used the wall, may restore it, and if the other Owners thereafter makes use of the wall, they shall contribute to the cost of restoration thereof not covered by insurance in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost not covered by insurance of furnishing the necessary protection against such elements.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the two (2) selected arbitrators shall select a third arbitrator, and the decision by a majority of all the arbitrators shall be final.

#### ARTICLE V MEMBERSHIP VOTING RIGHTS AND POWERS

Section 1. Every Owner of a Lot that is subject to an assessment is bound to and hereby agrees that he shall accept membership in the QUEEN ANNE GATE HOMEOWNER'S ASSOCIATION and does hereby agree to be bound by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership is automatic upon acquisition of ownership of a Lot, and may not be transferred apart and separate from a transfer of the ownership of the Lot. Membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation.

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 pursuant to provisions for voting in the By-Laws of the Association but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B members 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 in the happening of either of the following event, 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) Five years following conveyance of the first Lot.

#### ARTICLE VI 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) monthly assessments or charges; 2) additional assessments as provided by the Articles herein; 3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and 4) special reconstruction assessments as provided herein. The monthly assessment, additions to assessments and all 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 each such assessment is made and shall be a lien in favor of the Association for the benefit of all Lot Owners. 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the units situated upon the properties. The regular monthly assessments as determined by the Association shall include but not be limited to the following expenses:

- a) Maintenance and repair of Recreation Areas and Facilities, roads, entrance monuments, water lines, sanitary sewer facilities (including lift stations) beyond the boundaries of the Lots, storm drainage facilities within the Properties, and common area electric;
- b) Real estate taxes and other fees imposed on property owned by the Association;
- c) Lawn and landscaping maintenance of the Common Areas and individual lots, including irrigation and sprinkler maintenance;
- d) Common Area management and maintenance;
- e) Insurance as provided herein or as subsequently determined by the Association;
- f) Repayment of any debts incurred by the Association as provided herein and Association administration expense; and
- g) Reserves.

NOTE: Water and sewer charges to the individual lots are not common expenses and are paid separately by the owners.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment, excluding additions thereto as provided herein, shall be determined by unit size.

- a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment, excluding additions thereto as provided herein, may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.
- b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment, excluding additions

thereto as provided herein, may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements and Initial Start Up Fee. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost not covered by insurance of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the recreation building, fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition to other assessments described herein, each initial owner shall pay to the Association a start up fee in the amount of \$150.00, as a capital contribution to fund the initial Association operating expenses.

Section 5. Special Reconstruction Assessments. In addition to the assessments provided in Sections 3 and 4, the Association by majority vote of the Board of Directors may levy a special reconstruction assessment on the affected Lot Owners applicable to that year only for the purpose of defraying in whole or in part, the cost not covered by insurance or otherwise allocated in Article VIII of reconstruction and repair of the improvements on the Lots, provided that the Lot Owners have not voted against reconstruction.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both monthly and all special assessments must be determined by lot size for all Lots with completed dwellings, and may be collected on a monthly basis. Any Lots without completed units shall pay an assessment proportionate to the Association's administrative expenses and expenses in the Common Area; provided, that no Lot shall pay less than twenty-five (25%) percent of the full assessment. The additions to assessments provided herein shall be due and payable immediately upon accrual and collected by the Association immediately upon accrual.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of title. The first monthly assessment shall be prorated as to date of conveyance of title. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each monthly assessment period. Written notice of the monthly 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 9. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by Florida usury laws per annum. In the event that the assessment remains unpaid after sixty (60) days, the Association may accelerate the remaining assessment installments due on the non-payment Lot for the remainder of the fiscal year by providing five (5) days notice of the Association's intent to accelerate which shall make the entire remaining assessment for that fiscal year immediately due and payable to the Association and/or bring an action at law against the Owner personally obligated to pay the same, and/or file a lien, and foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and liens for ad valorem taxes. Persons or entities other than first mortgagees acquiring liens or encumbrances or Homestead Rights provided by Florida Law on any Lot after this Declaration shall have been recorded in the public records of Pinellas County shall be deemed to consent to the liens and assessments of the Association and any such subsequent lien or encumbrance or Homestead Rights shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure by a first mortgagee or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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 11. Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Area nor shall the assessments apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

## ARTICLE VII 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 VIII INSURANCE

Section 1. Purchase, Custody and Payment. All insurance

policies described herein covering portions of the Properties, and/or liabilities or responsibilities of the Association shall be purchased by the Association. The named insured shall be the Association, individually, and as agent for owners of Lots covered by the policy. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, if an Insurance Trustee is appointed by the Board of Directors pursuant to the provisions of this Article, and all policies and endorsements thereto shall be deposited with the Insurance Trustee, if an Insurance Trustee is appointed by the Board of Directors. In all other insurance, payments shall be made to the Association, and policies and endorsements shall be held by the Association. One copy of each insurance policy, or a certificate evidencing such policy and all endorsements thereto, shall be furnished by the Association upon request to each institutional first mortgagee who holds a mortgage upon a Lot covered by the policy or policies. Copies of certifications also shall be furnished, upon request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate. Unit Owners may obtain insurance coverage at their own expense, and at their own discretion upon the property lying within the improvements of their Lots, including, but not limited to, their personal property and for their personal liability and living expense and for any other risk not otherwise insured in an accordance with this Article. NOTE: RESIDENTIAL UNIT OWNERS ARE REQUIRED TO OBTAIN AND PAY FOR INSURANCE COVERING THEIR OWN RESIDENTIAL UNITS. INSURANCE COVERAGE DESCRIBED ABOVE RELATES TO COMMON AREA INSURANCE ONLY AND DOES NOT COVER INDIVIDUAL RESIDENTIAL UNITS.

Section 2. Coverage. The Association shall maintain insurance covering the following:

a) Casualty Coverage on the Common Area. All improvements located on the Common Area from time to time, together with all service machinery contained therein shall be insured in an amount not less than one hundred (100%) percent of the full insurance replacement value thereof, excluding foundation and excavating cost. Such policy or policies may contain reasonable deductible provisions, consistent with the requirements of any interested state or federal agency and institutional first mortgagees holding a mortgage on any portion of the Properties, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind storm, and water damage; and (ii) such other risk as from time to time is customarily covered with respect to building and improvements similar to the improvements contemplated in Section 2(a) in construction, location and use.

b) Liability. General comprehensive liability insurance, insuring the Association, against liability to and claims of the public, a member of the Association and any other person with respect to liability incurred upon the Common Area or the individual Lots based upon or arising out of the Association ownership, or use of the Common Area and the performance of the Association's responsibilities and obligations set forth herein. The liability policy contained in the paragraph shall only provide public liability insurance for individual Lot Owners for liability that is connected with the performance of Association responsibilities and obligations set forth herein and Association ownership of the Common Area. The limits of liability shall not be

less than Five Hundred Thousand (\$500,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per single occurrence with respect to bodily injury and/or property damage. Such coverage shall include but not be limited to protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable: host liquor liability and such other risks as shall customarily be covered for projects similar in construction, location and use.

c) Worker's Compensation. Worker's Compensation and other mandatory insurances, when applicable.

d) Flood Insurance. Flood insurance, if required by the primary institutional First Mortgagee or if the Association so elects.

e) Fidelity Bonds. Fidelity Bonds covering all Directors, Officers, Trustees and Employees of the Association and all others who handle or are responsible for handling funds of the Association. Such Fidelity Bonds shall meet the following requirements: (i) all such fidelity bonds shall name the Association as an obligee; and (ii) such Fidelity Bonds shall be written in an amount equal to at least One Hundred Fifty (150%) Percent of the estimated annual operating expenses of the Association, including reserves; (iii) such fidelity bonds shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) such bonds shall provide that they may not be cancelled or substantially modified (including cancellation or non-payment of premium) without at least thirty (30) days prior written notice to the Association and to the Primary Institutional First Mortgagee.

f) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time.

Section 3. General Provisions. When appropriate and obtainable, each of the foregoing policies shall provide the following: (i) waiver by the insurer of the insurer's right of subrogation of any claims against the Directors, Officers, the Managing Agent, the Association, the individual Lot Owners and their respective household members; (ii) that the policies cannot be cancelled, invalidated, or suspended on account of the conduct of any Director, Officer, or employee of the Association, or the Managing Agent without a prior demand in writing delivered to the Board of Directors of the Association to cure the defect and the allowance of a reasonable time thereafter in which the defect may be cured; (iii) that any "no other insurance" clause contained in the blanket casualty insurance policy shall expressly exclude individual Lot Owners' policies from its operation; (iv) that the policies may not be cancelled or substantially modified without at least thirty (30) days prior notice in writing to the Board of Directors of the Association; and (v) that the deductible amount per occurrence on any liability insurance policy acquired by the Association shall not exceed Two Thousand Five Hundred (\$2,500.00) Dollars.

Section 4. General Requirements. In addition to any other provisions contained herein, the following requirements shall apply to all policies of insurance acquired by the Association and certain insurance policies obtained by Lot Owners; (i) all policies shall be written with a company licensed to do business in Florida and holding a rating of VI or better in the financial category as established by A.N. Best Company, Inc., if available, and if not available, the best rating available; and (ii) all

public liability and officers and directors liability insurance shall contain a cross-liability endorsement.

Section 5. Appraisal. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors of the Association shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurance replacement value of the insured property (exclusive of the foundations) as applicable to the Common Area without deduction for depreciation, for the purpose of determining the amount of insurance to be affected pursuant to the casualty insurance provisions herein.

Section 6. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of the Common Area by a particular Lot Owner shall be assessed against and paid by such Owner. Premiums may be financed in such a manner as the Board of Directors of the Association deems appropriate.

Section 7. Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors of the Association and which, if so appointed, shall be a bank, or trust company of Florida with trust powers, with its principal place of business in the state of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance Trustee shall be to receive such proceeds as are paid until the same are in trust for the purposes elsewhere stated herein, and for the benefit of the Association.

Section 8. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners thereof in the following manner:

a) Expenses of the Trust. All expenses of the Insurance Trustee shall be the first paid or provision shall be made therefor.

b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such cost shall be distributed to the Association

c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the Association.

Section 9. Lot Owners Personal Coverage. The insurance purchased by the Association shall not cover residential units of owners, nor the liability claims against a Lot Owner due to accidents occurring within his Lot (excepting claims relating to maintenance by the Association). It shall be the obligation of the individual Lot Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

ARTICLE IX  
ADDITIONAL POWERS, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Powers. The Association shall have such general powers as are necessary to exercise the rights and to perform the obligations and duties set out in this Declaration, including, but not limited to the power to buy and convey real property, enter into contracts, adopt rules and regulations for the general well-being of the Community, penalize delinquent members, obtain and maintain such policies of insurance as are required by this Declaration and such other policies as the Board of Directors deems necessary and desirable for the protection of the Association and its Members.

Section 2. Maintenance. The Association shall maintain and keep in good repair the Common Area and those portions of individual Lots for which the Association is responsible and for this purpose may levy assessments described herein. The roads, water lines, sanitary sewer facilities (including lift stations) beyond the boundaries of the Lots and storm drainage facilities within the Properties are private. They are not dedicated to the public. Therefore, the cost and responsibility of their maintenance will be borne by the Association.

Section 3. The Association shall have a reasonable right of entry upon any lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the properties.

Section 4. Utilities. The Association may obtain all water, gas, electric services and refuse collections for the Common Area and for the performances of the Association's responsibilities provided herein. It may provide a central irrigation water system.

Section 5. Damage to Common Properties and Lots. In the event the Board of Directors of the Association determines by a two-thirds (2/3) vote that any Owner has failed, or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible as provided herein or finds that any Owner is responsible for damage to the Common Area that is not covered by insurance, the Association shall give the Owner written notice by certified mail, postage prepaid, return receipt requested, of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice to complete the maintenance, repair or replacement in a manner acceptable to the Board of Directors or appear before the Board to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the Owner is responsible, said additional assessment becoming due and payable immediately upon the assessment's accrual and shall become a lien against the Lot of the Owner enforceable by the Association, plus all costs of collection, including a reasonable attorneys fee.

Section 6. Condemnation. The Association shall have the authority to represent the Owners in any condemnation proceedings or in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award of or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

Section 7. Surface Water Management System.

A) It is the responsibility of the Association to operate and maintain the Surface Water Management System.

B) The Surface Water Management System is owned by the Association, and is included in the common property, as described in the plat for Queen Anne Gate.

C) Assessments levied by the Association include fees for operation and maintenance of the Surface Water Management System as identified in Article VI, Section 2.

D) Any amendment to these documents affecting the Surface Water Management System, including the water management portions of the common areas must first have the prior approval of the Southwest Florida Water Management District; and

E) This Declaration of Covenants will be in effect for at least 25 years with automatic renewal periods thereafter (see Article XI).

ARTICLE X  
RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

Section 1. Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Properties other than duplexes or single family dwellings. Each unit of a duplex shall be restricted to single family residency.

Section 2. Lawful Use. No part of the Properties may be used for any purpose tending to injure its reputation; nor to disturb the neighborhood; nor to disturb occupants of adjoining property within the Properties; nor to constitute a nuisance; nor resulting in a violation of any public law, ordinance or regulation in any way applicable thereto. No Lot shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use.

Section 3. Maintenance. All buildings and other structures within the Properties and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, trees, grass and other plantings, that is not to be maintained by the Association, within the respective Lots shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition, and in a manner to enhance its appearance.

Section 4. Temporary Buildings and Building Materials. No shed, tent, temporary buildings and metal storage structure shall be erected, maintained or used on any property within the Properties.

Section 5. Vehicles. No mobile homes, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired on any property within the Properties in such a manner as to be visible from any neighboring property except on a temporary basis. No motor vehicles, bicycles, etc., shall be parked on a continuing basis on any portion of an Owner's Lot or the Common Areas.

Section 6. Animals. No animals, fowl, reptiles or poultry shall be kept within the Properties, except not more than one domestic dog or one domestic cat or two birds may be kept as household pets, provided that they are not kept, bred or raised

thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash or properly confined within the Properties when not within an enclosed area of a Lot. Maximum weight of any dog kept within the subdivision shall not exceed 45 pounds. All pet droppings must be picked up and removed immediately.

Section 7. Signs. After original occupancy no signs are permitted in the Properties, except address and name identification signs meeting the approval of the Association and one reasonably sized sign advertising the Owner's Lot for sale.

Section 8. Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot within the Properties if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, sanitary containers and storage piles on any Lot within the Properties shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will be not visible from any neighboring property or street. Sanitary containers and bundles of trash may be set out for a reasonable period of time before and after scheduled trash pick-up times. Empty containers shall be quickly returned to the storage area when emptied.

Section 9. Clotheslines. Clotheslines are permitted, provided that they are completely hidden from the view of persons off the Lot (i.e. not visible from the street).

Section 10. Window Air Conditioners. No window air conditioning units shall be installed.

Section 11. Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be suitably screened so as not to be visible from the street or any adjacent or nearby Lots.

Section 12. Additional Improvements. Additional improvements to a Lot after conveyance by Declarant, including such things as screening and improving the patio, shall be undertaken only pursuant to Association approval.

Section 13. Fences, Hedges and Landscaping. All landscaping plans, except within an Owner's enclosed patio, including fences and hedges must receive prior written approval from the Association before implementation. Fences are generally prohibited, as a hindrance to common area and individual lot lawn and landscaping maintenance.

Section 14. Antennas. No outside television or other type antennas shall be installed, including "dish" satellite systems and Ham radio or other antenna systems.

Section 15. Parking Restrictions. Vehicles shall be parked and stored in garages located within the Lots, except temporarily in designated parking areas and in drives adjoining Lots, so as not to block adjoining Lots. Overnight parking in the public streets and drives and designated parking areas, located within the common areas of QUEEN ANNE GATE is prohibited. No vehicle shall be parked by a Lot Owner, their guests, invitees, etc. at anytime which shall prohibit vehicular access to other Lots and drives in QUEEN ANNE GATE. No vehicle shall be allowed in any of the common areas of QUEEN ANNE GATE except paved streets, drives, and designated parking locations.

Section 16. Garage Doors. Replacement garage doors shall be of the same design and materials as per initial installations, unless approved by the Board of Directors. Screen door systems, for the overhead garage door entryway are prohibited.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding of 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 wise affect any other provision which shall remain full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) 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) years period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Interpretation. Unless the context requires otherwise, the use of the singular shall include the plural, and vice versa; the use of one gender shall include all genders; and the use of "including" shall mean "including but not limited to". The headings and numeration used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Declaration of Agreements, Easements, Covenants, Conditions and Restrictions of QUEEN ANNE GATE HOMEOWNERS ASSOCIATION, INC., under the laws of the State of Florida this 4th day of November, 1994.

Witness:

Jackie J. Caggins  
Jackie J. Caggins  
Jayne L. Lawton  
JAYNE L. LAWTON

SOMERSET ESTATES, INC.

By RH  
Roger Harris, President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, personally appeared ROGER HARRIS, as President of SOMERSET ESTATES, INC., a Florida corporation, ( ☒ ) who is personally known to me, or ( ☐ ) who has produced his driver's license as identification, and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed, and who did not take an oath.

WITNESS my hand and official seal in the County and State named above this 4th day of Nov, 1994.

Connie A. Swarts  
Notary Public

My Commission Expires:



CONNIE A. SWARTS  
MY COMMISSION # CC406918 EXPIRES  
October 14, 1998  
BONDED THRU TROY FAIN INSURANCE, INC.

ARTICLE XI  
GENERAL PROVISIONS

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IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Declaration of Agreements, Easements, Covenants, Conditions and Restrictions of QUEEN ANNE GATE HOMEOWNERS ASSOCIATION, INC., under the laws of the State of Florida this \_\_\_\_ day of \_\_\_\_\_, 1994.

Witness:

SOMERSET ESTATES, INC.

By \_\_\_\_\_  
Roger Harris, President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, personally appeared ROGER HARRIS, as President of SOMERSET ESTATES, INC., a Florida corporation, ( ) who is personally known to me, or ( ) who has produced his driver's license as identification, and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed, and who did not take an oath.

WITNESS my hand and official seal in the County and State named above this \_\_\_\_ day of \_\_\_\_\_, 1994.

My Commission Expires:

\_\_\_\_\_, Notary Public

EXHIBIT "A" - LEGAL DESCRIPTION

Parcel 1: That portion of HIGHLAND LAKES UNIT TEN SUBDIVISION, as recorded in Plat Book 80, Pages 7 and 8, Public Records of Pinellas County, Florida, TOGETHER WITH that portion of the Northeast 1/4 of the Southeast 1/4 of Section 6, Township 28 South, Range 16 East and the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 28 South, Range 16 East, Pinellas County, Florida, all being further described as follows:

Beginning at the Easternmost corner of LOT 1, Plat of HIGHLAND LAKES UNIT TEN SUBDIVISION, as recorded in Plat Book 80, Pages 7 and 8, Public Records of Pinellas County, Florida, said point also being on the Northerly right of way line of Queen Anne Boulevard (a 50 foot right of way); thence N.  $38^{\circ}02'52''$  W., along the Northerly boundary line of LOT 1, 103.04 feet to the Northerly corner thereof; thence N.  $19^{\circ}33'33''$  W., along the Northeasterly boundary line of LOT 2 of said Subdivision, 145.79 feet to a point on the Northerly boundary line of said Subdivision; thence along the boundary line of said Subdivision S.  $89^{\circ}09'36''$  E., 145.00 feet to a point on the boundary line of the Plat of HIGHLAND LAKES CONDOMINIUM VII, as recorded in Condominium Plat Book 25, Page 19, Public Records of Pinellas County, Florida; thence along the Southerly boundary line of said plat, S.  $56^{\circ}31'39''$  E., 126.19 feet to a point on a curve; said point also being on the aforementioned right of way; thence leaving said boundary line along said right of way line by the following three (3) courses: 1.) Along the Arc of a Curve to the right, concave to the Northwest, Radius 528.86 feet, Arc 134.14 feet, Chord S.  $40^{\circ}44'20''$  W., 133.78 feet to a Point of Tangency; 2.) S.  $48^{\circ}00'22''$  W., 53.74 feet to a Point of Curve; 3.) Along the Arc of a Curve to the right, Radius 871.89 feet, Arc 14.27 feet, Chord S.  $48^{\circ}28'30''$  W., 14.27 feet to the Point of Beginning.

TOGETHER WITH:

Parcel 2: The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 in Section 6, Township 28 South, Range 16 East, Pinellas County, Florida.