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MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VISTAS IN SEABROOKE

THIS DECLARATION, made on the date hereinafter set forth by DONALDSON/SEABROOKE, LTD., a Florida limited partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property in Pinellas County, Florida, included within and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Properties"); and

WHEREAS, Declarant desires to create an exclusive residential community known as "THE VISTAS IN SEABROOKE" on the Properties land, and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW, THEREFORE, the Declarant, together with the parties described on the Joinders or consents attached hereto, if any, hereby declares that the Properties shall be subject to, and 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 therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Additional Properties" shall mean and refer to any real property designated by Declarant at any time in the future to which the provisions of this Declaration from time to time may be extended as hereinafter provided.

Section 2. "Annexation Amendment" means any declaration of covenants, conditions and restrictions or easements that may hereafter be recorded by Declarant for the purpose of supplementing, amending or extending the provisions of this Declaration to all or any portion of the Additional Properties.

Section 3. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof which are attached hereto as Exhibit "B".

Section 4. "Association" shall mean and refer to Vistas Homeowners' of Seabrooke, Inc., a Florida non-profit corporation, its successors and assigns.

Section 5. "Building" shall mean and refer to any structure located on a Lot or Lots.

RETURN TO:

This instrument prepared by
ERNEST L. MASCARA
OF BAYNARD, HARRELL, MASCARA & OSTROW
P O Box 180
St. Petersburg, Florida 33731

Section 6. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof which are attached hereto as Exhibit "C".

Section 7. "Common Area" shall mean all real property located on the recorded plat but outside the Lots (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners, including any portion of the Additional Properties designated as a Common Area in any Annexation Amendment. This definition shall also include common improvements such as the entranceway and walls or fencing.

Section 8. "Declarant" shall mean and refer to DONALDSON/ SEABROOKE, LTD., a Florida limited partnership.

Section 9. "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for THE VISTAS IN SEABROOKE, and any amendments, modifications or supplemental declarations thereof hereafter made from time to time.

Section 10. "Lot" shall mean and refer to any of the sixty six (66) lots included in the Properties and which are platted in accordance with the plat shown on Exhibit "A", and any portion of the Additional Properties that is designated as a Lot in any Annexation Amendment and later recorded plat. The word "Lot" does not include any lands from time to time comprising any portion of the Common Areas.

Section 11. "Mortgage" shall mean and refer to any mortgage, encumbering any interest in a Lot, or creating a lien upon a Lot, in either case as security for the performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages and liens or judgments, except taxes, encumbering the same property.

Section 12. "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, or Additional Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A" and any Additional Properties.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

The real property initially subject to this Declaration is that real property (the "Properties"), located in Pinellas County, Florida, particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Declarant may from time to time, designate all or any portion of the Additional Properties as being subject to this Declaration by placing of record an Annexation Amendment which supplements, amends or extends the provisions of this Declaration to such portions of the Additional Properties as may be submitted.

ARTICLE III EASEMENTS

The following easements are created in favor of the Association, Owners, and Declarant, as the case may be, as follows:

Section 1. Easement For Ingress and Egress. The Owners, Declarant and the Association are hereby granted a nonexclusive easement for ingress and egress over, across, and under all sidewalks, paths, walks, roadways and streets located on the Properties or Common Areas now or hereafter subject to this Declaration.

Section 2. Easement for Utilities. The Properties and Common Areas now or hereafter subject to this Declaration shall be subject to nonexclusive easements for present and future utility services to the Lots and Common Area including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable television wires, telephone cables, security wires and street lights. Said utility easements shall be in favor of any entity or utility company furnishing utility services to the Properties or Common Areas now or hereafter subject to this Declaration. The Association, Declarant, Owners, and utility companies, as the case may be, shall have the right to enter upon any portion of the Properties or Additional Properties, if submitted, and Common Areas for the purpose of installing, constructing, maintaining, operating, servicing, repairing, and replacing underground water and utility mains, lines, pipes and other facilities necessary for the furnishing of utilities to the Properties, Additional Properties or Common Areas now or hereafter subject to this Declaration.

Section 3. Easement For Maintenance. Nonexclusive easements are granted to the Association and the Declarant throughout the Common Areas and Properties now or hereafter subject to this Declaration to maintain the retention ponds, lakes, walkways, sidewalks, paths, walks, roadways, streets, and parking spaces which are located on any portion of the Common Areas and Properties now or hereafter subject to this Declaration.

Section 4. Easement For Governmental, Health, Sanitation, and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services, such as fire, ambulance and rescue services for purpose of ingress and egress over the Properties and Common Areas now or hereafter subject to this Declaration.

ARTICLE IV PURPOSE

Section 1. Operation, Maintenance and Repair. The Declarant, in order to insure that the Common Area and other property 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 decorative entranceways and walls to the Properties and streets, walkways and roadways within the Properties; to maintain and repair any fences appurtenant to the Lots; to maintain and repair any irrigation and drainage facilities servicing land

which the Association is obligated to maintain; and 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.

Section 2. Exterior Maintenance To Lots. The Association shall not provide exterior maintenance upon the exterior of the Buildings on the Lot or Lots, including, but not limited to, the following: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, exterior improvements, lawn care, or shrubbery maintenance which may be located on the Lot or Lots and maintenance of all glass surfaces. Such maintenance shall be the obligation of each Lot Owner as set forth in Article IX hereof. In the event that the need for repair or maintenance of the improvements thereon is caused through the willful or negligent acts of its owner, or through willful or negligent acts of the family, tenants, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The Association shall establish standards for maintenance of these improvements on the Lot by each Lot Owner and such standards shall include the type of materials to be used for such maintenance so that all maintenance is uniform throughout the Properties. In this regard, the provisions of Article IX shall be applicable and enforceable by the Association.

Section 3. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of this Declaration which provides for additions to the Properties at the option of Declarant. The Declarant shall not be obligated, however, to make any such additions.

ARTICLE V PROPERTY RIGHTS

Section 1. Prohibition of Certain Activities. No damage to, or waste of, the Common Area, the improvements thereon, or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, place or erect any improvement or structure of any kind on the Common Area, any Building, or any Lot without the prior approval of the Architectural Control Committee as provided in the By-Laws.

Section 2. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association. The initial Rules and Regulations of the Association are as follows:

1. Lots shall be used only for residential purposes; there shall be no business or commercial use of any Lot.

2. No Lot shall be occupied at the same time by more than one (1) family, its servants and guests. A "family" shall be defined herein as that collective body of persons living together including a father, mother, children and immediate blood relatives dependent upon the head of the household for support. No Lot may be reduced in size as shown on the recorded Plat.

3. No noise or nuisances shall be allowed to exist upon the Properties or Common Area, nor shall any use or practice be allowed that is the source of annoyance to other residents or which interferes with the peaceful possession and proper use of any of the Properties by its residents.

NOISE

4. No immoral, improper, offensive or unlawful use shall be made of the Properties, Common Area, nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

5. All Buildings shall have at least two bedrooms, two bathrooms and, except as provided below, a minimum of two thousand two hundred (2,200) square feet of air conditioned living area, exclusive of screened areas, open porches, terraces, patios and garages. Two copies of complete building plans, including a plat plan and a grading plan, must be submitted to Declarant prior to commencement of construction of any Building. All Buildings shall meet the standards of the Southern Building Code, as amended from time to time. Under no circumstances shall lattice be used in place of break away walls.

6. Garages must be enclosed and large enough to accommodate at least two cars. Garage doors shall be kept closed except for entry and exiting of vehicles from time to time. No garage may be converted to living space unless additional garage space is provided.

GARAGE

7. Yards will be sodded prior to occupancy. There are to be no gravel yards or gravel driveways.

8. No exterior antenna, satellite dishes or aerials of any type shall be erected, except as provided in these Rules and Regulations.

ANTENNA

9. No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles provided therefor, and such receptacles shall be screened from view from the street or adjacent owners.

TRASH

10. No vehicle, including trailers, boats, mobile homes or motorcycles shall be permitted to park overnight unless in an enclosed garage. No inoperative vehicles shall be left on the property for more than one (1) week. No mechanical work may be done to a vehicle on the Lot or the street. Parking on the lawn is expressly prohibited.

VEHICLE

11. Clotheslines shall be set in stanchions and removed when not in use.

CLOTHES - LINE

12. Except as provided below, domestic pets, not exceeding two in number, and having a combined weight of less than fifty (50) pounds, may be kept on the Lot. Provided however, no Pit Bulls, Rottweilers or other fighting dogs will be permitted on the Properties. The pet owner shall be responsible for his pet being under leash control at all times and within the confines of the Lot. Under no circumstances shall birds be permitted.

PETS

13. Signs are prohibited in or on the Common Area or any Lot without the prior written consent of the Architectural Control Committee as provided in the

SIGNS

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Bylaws. This rule shall not apply to Declarant or to "For Sale" signs less than 18 inches by 18 inches.

14. All Lot Owners shall be responsible for the maintenance and repair of their Lot and all improvements thereon. In the event the Lot Owner fails to do so, the Association shall have the right to maintain the Lot and/or improvements thereon and assess the Lot Owner for such expense. **MAINT.**

15. ~~No changes to the exterior of any Lot or Building may be made without the prior written consent of the Architectural Control Committee, as it is the intent of the Association to maintain a uniformity of appearance in the Lots and Buildings.~~ **ACH**

16. No fence shall be erected without approval of the Declarant. All fences shall be constructed of wood and shall not exceed six (6) feet in height. Hedges and shrubbery along a Lot line shall not exceed six (6) feet in height. **FENCE**

17. Owners, tenants and guests shall insure that children avoid trespassing upon or defacing property, harassing neighbors or making excessive noises.

18. The dumping or discharge of any pollution elements or refuse of any kind into the streets or vacant Lots is prohibited.

19. The riding of off-road motorcycles, go-carts or other special purpose vehicles is prohibited, except when a properly registered vehicle uses the street for entering or exiting a specially designated riding trail. **commercial**

20. No trailer, shed or other structure that is not a integral part of the Building is permitted. Temporary sheds necessary for construction sites are permitted for a maximum of 120 days. **TRAILERS**

21. Exterior air conditioning compressor units, pool pump filters, solar energy systems and other mechanical equipment shall be positioned so as to be screened from view of others. Owners may be required to install sound baffles if noise emission levels exceed 60 decibels at the Lot line. **AC's**

22. No above ground swimming pools or hot tubs are permitted. This does not prohibit the use of small (under 30 gal.) wading pools for children. **POOL**

23. Fuel storage tanks shall be buried below the surface of the ground or screened from view of others. **TANKS**

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, ByLaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more

persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall also be a member so long as it owns one or more Lots.

Section 2. The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, nor shall any split vote be permitted with respect to such Lot. The two classes of voting memberships, and voting rights related thereto, are as follows:

1. Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots shall be as follows:

Owners of Class A Lots situate on the Properties subject to this Declaration shall be entitled to one (1) vote for each Lot owned.

2. Class B. The Class B member shall be the Declarant. Class B Lots shall be all Lots which the Declarant owns and is allowed to develop on the Properties and Additional Properties. The voting rights appurtenant to the Class B Lots shall be as follows:

The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

3. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots, upon the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(ii) Ten (10) years from the date hereof; or

(iii) When the Declarant waives in writing its right to Class B membership.

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the

matters described in Article IV, Section 1 hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, maintenance and care of the land and improvements described in Article IV, Section 1 hereof, and performance of its other obligations hereunder.

Section 2. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 3. Insurance. The Association at all times shall procure and maintain adequate policies of public liability, property and casualty insurance, and such other insurance as it deems advisable or necessary on the Common Area and improvements situate thereon. The property and casualty insurance on the Common Area and improvements situate thereon shall be in an amount equal to the maximum insurable value thereof. All damaged property in the Common Area shall be repaired and restored to the original condition using the insurance proceeds. In the event the insurance proceeds are inadequate to cover the costs of repair and restoration, a Special Assessment shall be assessed against each Lot Owner as set forth in the By-Laws. In the event the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Common Area and improvements situate thereon. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the insured properties are insured for their maximum insurable value. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds, as provided in the By-Laws.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments or charges against a particular Lot; and (3) such other assessments as more particularly described in the By-Laws. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title, except for any mortgagee who takes title to any Lot by virtue of foreclosure sale or by deed in lieu of foreclosure. It is the intent hereof that the Association's lien rights against each individual Lot shall be subordinate and inferior only to the lien of taxes

and special assessments levied by governmental authorities, and the lien of any first mortgage held by an institutional first mortgagee. Specifically, each Lot Owner waives any claim to homestead as a defense to a lien filed pursuant to this paragraph.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and improvements situate thereon, and the land and improvements described in Article IV, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto. Such special assessments must be approved by the Lot Owners as set forth in the By-Laws.

ARTICLE IX MAINTENANCE BY LOT OWNERS

Section 1. Lots. All Lot Owners shall be responsible for the maintenance and repair of the Lot and all improvements thereon. This maintenance includes maintaining all landscaping, grass, shrubbery, and painting, repairing, replacement or maintenance of the roof, gutter, downspouts, exterior building surface, glass, doors and other maintenance and repairs to exterior improvements on the Lot. (In the event the Lot Owner fails to so maintain the Lot and all improvements located thereon as determined by the Association, the Association shall have the right to maintain said Lot and any improvements located thereon, and such Lot Owner's Lot shall be subject to special assessment for such expense. This special assessments shall be treated as a special assessment as set forth in Section 3 of Article VIII hereof. The Association, through its Board of Directors or Architectural Control Committee, shall be the sole judge in determining whether said Lot Owner is maintaining his Lot and improvements located thereon in accordance with the standards set by the Association. The Association shall be entitled to proceed with the maintenance or repair only if the Lot Owner fails to complete the required maintenance or repair on or before thirty (30) days after the Association gives written notice to the Lot Owner of the required repairs or maintenance.

Section 2. Arbitration. In the event of any dispute arising under the provisions of this Article, each Lot Owner shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the dispute shall be resolved by decision of a majority of all the arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

ARTICLE X ANNEXATIONS AND ADDITIONS

Section 1. Additions to the Properties. Additional land as defined by the Declarant may be brought within the jurisdiction and control of the Association in the manner specified in Article II and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof. Not-

withstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to this Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for such land use as may be permitted by the local governmental body or agency having jurisdiction. All additional land which, pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained herein, the Declarant neither commits to, nor warrants or represents that any such additional development shall occur.

Section 2. Voting Rights of Owners Other Than the Declarant as to Additional Properties. Any Lots on any Additional Properties added to the Properties which are owned by Owners other than the Declarant shall be entitled to voting rights identical to those granted by this Declaration to other Owners of Class A Lots.

Section 3. Assessment Obligation of Owners Other Than the Declarant as to Additional Properties. Any Lots on any Additional Properties added to the Properties which are owned by Owners other than the Declarant shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, and 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 or as may be expressly authorized by deed restrictions as described in Section 1 hereof. ~~(Failure of the Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter.)~~ If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing them. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of seventy-five percent (75%) of the members of each class of membership present, in person or by proxy,

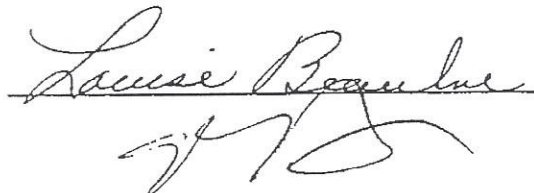
at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period by the vote of not less than ninety percent (90%) of the Owners of Lots and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots. All amendments must be recorded and no amendment shall diminish, discontinue or in any way adversely effect the right of the Declarant under this Declaration, nor shall any amendment valid unless approved by the Declarant as evidenced by its written joinder.

Section 4. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties or Additional Properties that may be submitted, 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 addition, the use of any materials for exterior maintenance to any improvements on the Lots shall be subject to approval by the Association or the Architectural Committee. The Association shall have the right to charge up to \$300.00 to review any plans and specifications which are submitted for approval which fees must be paid in advance by any applicant. The Association has the right to waive these fees from time to time, in its sole discretion, and such discretion shall not constitute a waiver of the Association's right to charge these fees in the future to any future applicants. 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.

Section 5. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings 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, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 12th day of October, 1989.

Signed, sealed and delivered
in the presence of:



As to Developer

DONALDSON SEABROOKE, LIMITED, a
Florida limited partnership, by its
sole general partner:

By: SEABROOKE OF PINELLAS, INC., a
Florida corporation

By: 
Its HCS President

(CORPORATE SEAL)

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STATE OF FLORIDA)
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 12th day of October, 1989 by Stephen D. Hole the Vice President of SEABROOKE OF PINELLAS, INC., a Florida corporation, as the sole general partner of DONALDSON/SEABROOKE, LIMITED, a Florida limited partnership, on behalf of said corporation.

J. A. Hillman
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 24, 1993.
BONDED THRU NOTARY P. H. H. F.

40011451 TMC 10-16-89 19:05:35
01 DCL-
RECORDING 1 \$280.50

TOTAL: \$280.50
CHECK AMT. TENDERED: \$280.50
CHANGE: \$0.00

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JOINDER OF ASSOCIATION

OF SEABROOKE, ^(PMS)
VISTAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Restrictions for Vistas Subdivision and hereby agrees to the provisions thereof and the obligations imposed upon the corporation therein.

IN WITNESS WHEREOF, the corporation has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 12th day of October, 1989.

Signed, sealed and delivered
In the presence of:

Louise Beaulac
[Signature]

As to Association

VISTAS HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit

By: [Signature]

Its President

(CORPORATE SEAL)

SEAL

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 12th day of October, 1989, by Ed M. Sockol, the President of VISTAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.
^{OF SEABROOKE,}

(SEAL)

My Commission Expires:

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 24, 1993.
HONORARY NOTARY PUBLIC UNDERWRITERS.

CONSENT OF MORTGAGEE

The undersigned is the owner and holder of a mortgage lien upon the subdivision property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Vistas in Seabrooke (the "Declaration"), which mortgage lien is recorded in O.R. Book 6830, beginning at page 1573, as together with all other instruments of security therefore, all recorded in the Public Records of Pinellas County, Florida.

The undersigned hereby consents to the subjecting of the subdivision property to the terms and provisions of the Declaration.

Dated this 13th day of October, 1989.

Signed sealed and delivered
in the presence of:

NCNB NATIONAL BANK OF FLORIDA, a national
banking association

Catherine L. Grass

By: Robert W. Gibson
Its Sr. Vice President

Hedora A. Rainey
As to Lender

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF ~~PINELLAS~~
HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of October, 1989, by Robert W. Gibson, Sr. as Vice President of NCNB NATIONAL BANK OF FLORIDA, a national banking association, on behalf of said banking association.

Aida V. Rhoda
Notary Public

(SEAL)

My commission expires

Notary Public, State of Florida at Largo
My Commission Expires 4/13/91

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LEGAL DESCRIPTION

Lots 1 through 66, inclusive, all in Block "B", SEABROOKE, according to the plat thereof as recorded in Plat Book 104, Pages 46 through 49 inclusive all of the Public Records of Pinellas County, Florida.

EXHIBIT "A"