

The exterior maintenance, excluding the roof, shall be the responsibility of the Association. In the event an owner of any lot shall fail to maintain their roof and the improvements thereon in a manner satisfactory to the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair and restore the roof or any exterior portion of the building. The cost of such exterior maintenance shall be paid for by the homeowner, due and payable immediately upon completion of the work.

Each Unit of a duplex shall be restricted to single family residency.

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.

All units within the lot shall at all times be well maintained. No windows shall be covered with foil or other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, plants, etc. shall be maintained in a neat and orderly condition, in a manner to enhance the appearance of the unit.

No temporary or permanent buildings, shed, tent, or metal storage structure shall be erected or maintained on the property.

No mobile home, boat, truck, trailer or recreational vehicle or RV of any kind shall be kept, stored or maintained within the property.

Each homeowner is required to have a Homeowners Insurance Policy.

Gated pool area shall be used at posted hours only, No smoking at pool.

No animals shall be kept within the properties, Except not more than one domestic dog or cat or two birds may be kept as household pets provided that they are not kept, bred, raised for commercial purposes. All pets must be on a leash when outdoors and any droppings must be picked up and removed at once. MAXIMUM WEIGHT OF A DOG IS 45 LBS.

No rubbish, debris, etc. shall be permitted to accumulate. The HOA provides for trash pickup.

Clotheslines are not permitted.

Window air conditioners are prohibited.

Additional improvements or alterations to any lot shall be undertaken only pursuant to Association approval.

No outside antennas shall be installed.

Parking Restrictions:

ON THE STREET,

OVERNIGHT PARKING
WITHIN QUEEN ANNE GATE IS
PROHIBITED. No motor vehicles, bicycles, boats, trailers, or golf carts etc., shall be parked or stored on any portion of an owners lot. NOTE: ROYAL BLVD IS A PRIVATE, COMMUNITY OWNED STREET

Replacement of garage doors and front doors shall require Board approval.

Owner responsibility is as follows: electric, telephone, inside water, internet, monthly maintenance fees are due on the 1st of each month.

Please review your documents on all restrictions, rules and regulations.

Please be reminded that the Board of Directors has the right to assess suitable fines, should the homeowner not abide by the Rules and Regulations.

Article X, Section 17 of the Declaration of Agreements, Covenants, Conditions and Restrictions for Queen Anne Gate is created to read as follows:

Section 17. Rental Restrictions. All leases and occupancies are subject to the provisions of the Declaration of Agreements, Easements, Covenants, Conditions and Restriction of Queen Anne Gate, and any amendments thereto, as well as the Bylaws and Rules and Regulations of Queen Anne Gate Homeowners Association, Inc. The term "Rental Unit" shall mean a lot or dwelling exclusively occupied by a person or persons other than the owner(s) or the owner's immediate family. "Immediate family" shall be defined as and is limited to those individuals related to the owner by blood, marriage or adoption. From time to time, the Board of Directors shall prepare and publish written application procedures for the submission of a proposed lease by an owner to the Board of Directors, as well as wait-list procedures in the event that a wait-list for Rental Units is required as set forth below. The Board of Directors may, from time to time, establish, amend, supplement or revoke said application and wait-list procedures in its sole discretion. The Board of Directors may, in its sole discretion, require a standard form lease to be used by owners. To be valid, a lease must be submitted to and approved by the Board of Directors of Queen Anne Gate Homeowners Association, Inc. prior to its commencement. If a lease which commences after the effective date of this section is not approved by the Board of Directors as provided herein, it shall be deemed null and void. Each lease must be for a minimum term of twelve consecutive months and the signature of the landlord(s) and tenant(s) on the lease shall be notarized. No owner may lease the owner's lot or dwelling for the first twelve consecutive months of ownership. Subleases are prohibited. No owner may lease a single unit more than twice during a twelve month period. In no event shall more than four (4) Rental Units be permitted in the Queen Anne Gate development at a time. The Board of Directors shall make a determination of when the four (4) Rental Unit limit has been reached by reviewing rental applications on a first come, first serve basis. To ensure that the date of the rental application is documented, all rental applications shall be signed by the owner(s) and notarized, and they shall be submitted to the Board of Directors via certified mail, return receipt requested. Priority of multiple rental applications shall be determined by the date and time each rental application is received by the Board of Directors at the principal address of Queen Anne Gate Homeowners Association, Inc. on file with the Florida Department of State, Division of Corporations. Requests for rental approval which are received after the four (4) Rental Unit limit has been reached will be placed on a waiting list in the order in which they are received by the Board of Directors as provided above. This restriction shall take effect upon being recorded in the Public Records of Pinellas County, Florida, and it shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of recording shall continue in force until the expiration of its term. An amendment or renewal of an existing lease, which lease is in effect at the time that this restriction is recorded in the Public Records of Pinellas County, Florida, shall be subject to this restriction.

Coding: New language is marked by a double underline and deleted language is marked by a strike-through line.

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006137229 04/13/2006 at 06:50 AM
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**Amendments to Article XI, Section 3 and Article X, Section 17, of the
Declaration of Agreements, Easements, Covenants, Conditions and Restrictions
for Queen Anne Gate**

WHEREAS, Queen Anne Gate is a platted subdivision in Pinellas County appearing in Plat Book 112, Page 61 through 64 of the Public Records of Pinellas County, Florida, and the Declaration of Agreements, Easements, Covenants, Conditions and Restrictions for Queen Anne Gate as recorded in Official Records Book 8920, Page 209, et. seq., of the Official Records of Pinellas County, Florida and all amendments thereto and

WHEREAS, Article XI, Section 3., of the Declaration of Agreements, Easements, Covenants, Conditions and Restrictions for Queen Anne Gate as recorded in Official Records Book 8920, Page 209 et. seq. of the Official Records of Pinellas County, Florida provides that the Declaration Agreements, Easements, Covenants, Conditions and Restrictions for Queen Anne Gate 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%) of the Lot Owners.

WE, CECILIA LARSON, President and HAZEL CAIN, Secretary, respectively of Queen Anne Gate Homeowners Association, Inc., do hereby affirm and certify that attached hereto, are the Consent and Joinders (collectively referred to as an instrument) representing not less than seventy-five (75%) percent of the Lot Owners within Queen Anne Gate, pursuant to the Declaration of Agreements, Easements, Covenants, Conditions and Restrictions for Queen Anne Gate as recorded in Official Record Book 8920, Page 209, et seq., of the Public Records of Pinellas County, and as a result thereof the attached Amendments to Article XI, Section 3. and Article X, Section 17., of the Declaration of Agreements, Easements, Covenants, Conditions and Restrictions for Queen Anne Gate were duly adopted as stated herein:

Article XI, Section 3 of the Declaration of Agreements, Covenants, Conditions and Restrictions for Queen Anne Gate is amended to read as follows:

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 amendments must be recorded by the affirmative vote of at least seventy-five percent (75%) of the Lot Owners voting in person or by proxy at a meeting duly called for that purpose. To be effective, an amendment must be recorded in the Public Records of Pinellas County, Florida.

QUEEN ANNE GATE HOMEOWNERS ASSOCIATION INC.

The buyer of _____ Royal Blvd. Palm Harbor, Fl. 34684 states that he/she has received a copy of the Queen Anne Gate Association's Declaration of Agreements, Easements, Covenants, Conditions and Restrictions, and the Rules and Regulations and has read, understood, and agrees to abide by all the conditions and terms therein and all reasonable rules and regulations enacted hereinafter officially by the Association.

Buyer

Print name

Buyer

Print name

Witness

Print name

Date _____ **20** _____