

Dated Aug 8, 1974 #1  
RECORD Aug 8, 1974 BK 761-Pg 1359  
14G

DECLARATION OF RESTRICTIONS AND COVENANTS

PHASE I

WHEREAS, the undersigned, LINDRICK CORPORATION, a Florida corporation, is the owner of certain property located in Pasco County, Florida, and known as:

FLOR-A-MAR SECTION 14-G, PHASE ONE

WHEREAS, the said property was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 28th day of May, 1974, being recorded in Plat Book 13, Pages 30 and 31, Public Records of Pasco County, Florida;

AND WHEREAS, the undersigned intends to establish certain restrictions and covenants running with the land;

NOW, THEREFORE, the undersigned as owners of said property do hereby make the following declaration of restrictions and covenants as to limitations, restrictions, and uses to which said property may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said property or part or parcels thereof, this DECLARATION OF RESTRICTIONS AND COVENANTS BEING designed for the purpose of keeping said property desirable, uniform and suitable, as herein specified:

1. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission shall be complied with.

2. Easements for installation and maintenance of utilities and drainage facilities are reserved on and for the rear five (5) feet of each lot, and the side three (3) feet of the actual boundary lines between individual property owners (not necessarily coincident with the side lot lines on said plat), and the public ways as designated on said plat. Reserved areas for said easements shall not be covered by pavement or gravel lawn or similar material.

3. No lot or parcel within said property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.

Return to: Lindrick Corporation, P.O.Box #1176, N.P.R. 33552

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4. No trailer, tent, garage or other outbuilding shall be used as a residence, temporarily or permanently; and no outbuilding may be erected except a garage for not more than three (3) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any fencing material on the property to the rear of the front building line shall be approved by the undersigned, or its successors, assigns, or delegees, in writing at its pleasure before installation, with special provisions prohibiting walk, fences, obstructions, docks, etc., as above stated or mentioned, and all other than landscape in this side set-back area.

5. The ground floor area of a 1 or 1 1/2 or 2 story, one family dwelling shall be a minimum of 1750 square feet exclusive of the garage area and screened porches. Carports shall not be permitted. All garages shall be not less than two (2) car garages and shall be a minimum of twenty feet wide and twenty-four feet deep. Garage doors shall not exceed 7' in height. Reasonable access for conventional automobiles shall be required.

6. No dwelling shall be erected nearer than 25 feet to the front property line, and/or the street side property lines on corner lots. No dwelling shall be erected nearer than 7 1/2 feet to any side property line. Screened enclosures must conform to building set-back requirements. Wing walls shall be exempted from these restrictions, but must be shown and approved with architectural drawings.

7. All homes in this area shall have a minimum of a 24 inch roof overhang. Mansard roofs shall not be less than 42" in height and finished ceilings shall not be less than 7' 9"; hip or gable roofs shall be a minimum pitch of 3 1/2 to 1.

8. No building or structure shall be erected, placed or altered on any lot, nor shall any storage tank, whether above or below ground, be installed until the design and location thereof shall have been approved in writing by said undersigned, or its successors, assigns or delegees. If said undersigned or its successors, assigns, or delegees shall fail to approve or disapprove such design and location within thirty (30) days after plans therefore have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.

9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

10. No barracks type or other structure shall be moved on any lot or parcel.

11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be on leashes, when outside the premises of lot owner.

12. No sign of any kind shall be displayed to the public view on any lot except; 1) one professional sign of not more than one foot square; or 2) one sign of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.

13. All seawall plans, including line and elevation, shall be approved by the developer prior to start of construction.

14. Whenever door-to-door mail delivery is available, curbside mail boxes shall be prohibited.

15. Clothes drying areas shall be restricted to side yards, between the front and rear building lines.

16. All house trailers, all commercial vehicles, with business designation painted thereon, all vehicles with classified load greater than three fourths (3/4) tons, and all boats, boat trailers, camping or vacation trailers, luggage trailers, and similar vehicles and trailers, shall not be parked or stored regularly or habitually upon any lot or lots within said subdivision; except, however, the same may be parked or stored in a garage.

17. Swimming pools, the tops of which are level with the ground or are graded to ground level, shall be permitted provided, however, that the plans for same shall be approved by the undersigned pursuant to the procedure set out in paragraph 8. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.

18. Individual lots shall not be resubdivided without the written approval of the undersigned, its successors or assigns.

19. No overhead cables, lines, pipes of any description will be permitted other than those associated with radio and television, which shall be within the vertical projections of the front and rear building lines.

20. The owner must maintain front yard to back of curb, although it be a public right of way.

21. No covered docks or earth embankment docks shall be permitted.

22. The elevation of the finished first floor shall not exceed 14 feet. The elevation of the finished garage floor may be not less than 10 feet.

23. Premium roofing such as concrete tile, burned clay tile, cement asbestos tile, cedar shingles or shakes, etc., shall be permitted; no composition shingles or rolled roofing shall be permitted. No built up gravel shall be permitted where it may be seen from any elevation.

24. Each owner, his personal representatives and assigns shall, by the acceptance of the delivery of a deed of conveyance from the undersigned or its successors or assigns, be deemed to agree to pay to the utility company or governmental agency, from time to time, providing street lighting facilities, a charge of \$24.00 per year, payable at the rate of \$2.00 per month for street lighting facilities to be erected and maintained on or near said property, said \$2.00 per month charge being a lien upon said property and enforceable as a statutory lien. The amount of the charge shall increase or decrease in direct proportion to the cost of said street lighting facilities (including the structures and electricity) to the utility company or governmental agency concerned.

25. The undersigned subdivider reserves the right to make reasonable modifications, clarifications, and variations of these restrictions without notice or liability to the owners of the other lots within this subdivision.

26. Owner shall direct his builder to keep the building site clean during construction. All building debris shall be removed from each building site as often as necessary to keep the property attractive. Such debris shall not be dumped in any area of the subdivision.

27. Whenever the undersigned may correct, repair, clean, preserve, clear or take any action on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass.

These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon each owner of the property or any part or parcel thereof hereafter, and are imposed on said property as an obligation or charge against the same for the benefit of the undersigned, its successors and assigns, and each subsequent owner of the property or any part or parcel thereof.

The undersigned and every person hereinafter having any right, title or interest in any of said property or any lot or parcel thereof shall have the right to prevent or stop violation of any of said restrictions or covenants by injunction or other lawful procedure and to recover any damages resulting from such violation.

The invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 8th day of August, 1974 at New Port Richey, Florida.

LINDRICK CORPORATION, A Florida Corporation

By [Signature]  
As Its President

Signed, Sealed and Delivered in the presence of:

[Signature: Margaret E. Maunten]  
[Signature: Edna R. ...]

Attest: [Signature: Gloria P. Solinski]  
As Its Assistant Secretary



OFF REC 761 PAGE 1362

STATE OF FLORIDA)  
 )  
COUNTY OF PASCO )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN H. EVANS and GLORIA P. SOLINSKI, to me known to be the persons described in and who executed the foregoing instrument as PRESIDENT and ASSISTANT SECRETARY respectively of LINDRICK CORPORATION, a Florida corporation, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal at New Port Richey in the County and State aforesaid, this 8th day of August, 1974.

*Margaret E. Mountain*  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 10, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

8/10/78



This instrument prepared by:

Mr. John H. Evans  
17 Floramar Terrace South  
New Port Richey, Florida 33552

OFF REC 761 PAGE 1363

REC 25.00  
 ST .....  
 SUR .....  
 INT .....  
 TOT 25.00

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, the undersigned, LINDRICK CORPORATION, a Florida corporation, as Declarant, is the owner of a certain property located in Pasco County, Florida, described as follows:

FLOR-A-MAR SECTION 14-G, PHASE TWO  
 (Also known as Beach Club Estates)

WHEREAS, the said property was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 6th day of June, 1979, being recorded in Plat Book 17, Pages 52, 53 and 54, Public Records of Pasco County, Florida:

AND WHEREAS, Declarant intends to sell and convey the Lots and Tracts situated within said property and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the Lots and Tracts and the owners and future owners thereof.

NOW, THEREFORE, Declarant, declares that all of the Lots and Tracts within said property are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said Lots and Tracts and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots and Tracts in favor of each and all other Lots and Tracts; to create reciprocal rights between the respective owners of all such Lots and Tracts; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such Lots and Tracts in said property and their respective owners, present and future:

1. All of the requirements of every kind and character of the Pasco County Zoning Ordinance shall be complied with.
2. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
3. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or use by a builder to advertise the property during the construction and sales period.
4. Lots shall not be subdivided without written approval of the undersigned, its successors, assigns or delegates.

RECORD VERIFIED  
 JED PITTMAN  
 Clerk Circuit Court, Pasco County  
 BY *M. Wood*

FEB 22 5 48 PM '80  
 CLERK OF PASCO COUNTY FLA

O.R. 1054 PG 0121

Return to: Lindrick Corporation, P. O. Box 1176, New Port Richey, Florida 33552

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5. The owner of each lot numbered 1 through 59 shall cause construction of a single family dwelling upon his lot to commence within two years after closing of the first sale (Original Sale) by Declarant to any purchaser. In the event said owner shall fail to cause construction to commence within said two years, Declarant shall have the option to repurchase said lot for the same purchase price as the Original Sale, without any interest, points, finance charges, or other charges or amounts added thereto. Said option to repurchase may be exercised by written notice from Declarant to said owner any time within the third year following closing of the Original Sale; and closing of said repurchase shall take place within 30 days after said notice. Said owner shall be liable for all closing costs, including documentary stamps, owner's title insurance, and recordations, which closing costs may be set-off against said purchase price. This provision shall be subject to specific performance. In the event an owner shall resell his lot prior to the expiration of said two year period without having completed said construction, he shall furnish to Declarant an affidavit executed by the purchaser of his lot, which affidavit shall evidence the fact that the purchaser has read and understood the foregoing.

6. No building or structure shall be constructed or placed on any lot, nor shall any swimming pool, dock, seawall, driveway, fence or parking area be permitted, until the design and location thereof shall have been approved in writing by the undersigned or its successors, assigns or delegees.

Each lot owner or his building contractor shall submit for approval three sets of plans and specifications. Plans shall be drawn to scale and dimensioned and shall include site plan, floor plan and all elevations. Site plans shall show the location of all improvements to be constructed or placed on each lot and their set backs from property lines and easements. Floor plans shall show the number of square feet of living area. Each elevation drawing shall show the roof pitch, roof overhang, the elevation of each floor above back of curb and the finished grade of the lot. Specifications shall include the type, grade and color of all roofing, siding and other exterior materials. Specifications may be included on the plans.

Prior to approval of said plans and specifications an application for connection to the water and sewer systems serving the lot shall have been made to Lindrick Service Corporation or its successors or, assigns and evidence of payment for said connections shall be submitted.

In the event the undersigned or its successors, assigns or delegees shall fail to approve or disapprove said plans and specifications within 30 days after receipt thereof, such failure to act shall be deemed to be approval.

7. Construction of any improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. The undersigned, or its successors, assigns or delegees, may remove such nuisance or repair or complete the same at the cost of the owner.

**O.R. 1054 PG 0122**

8. Only single family dwellings (not to exceed two stories in height) and two or more car garage accessory thereto shall be permitted on each lot numbered 1 through 59.

9. No structure, device or object which interferes with and adjoining lot owners use of sunlight, air or wind in the production of useable energy shall be placed on any lot.

10. Each single family dwelling shall have a living area (fully enclosed floor area above the elevation of the finished grade of the lot, exclusive of roofed or unroofed porches, terraces, garages and swimming pools) of at least 1,800 square feet.

11. No dwelling shall be erected nearer than 20 feet from the front property line or 20 feet from both street side property lines on corner lots. No dwelling shall be erected on any lot nearer than 15 feet from the rear property line, nor nearer than 7 1/2 feet from any side property line. Wing walls and architectural fins shall not extend beyond these set back lines.

12. Reference is hereby made to a 10 foot drainage and utility easement lying 5 feet each side of the easterly boundary of Lots 41, 42, 43, 48, 49, 50, 55, 56 and 57, recorded in OR Book 1018 Page 591.

13. Carports are prohibited.

14. All dwellings and garages shall have minimum roof overhangs of 2 feet.

15. Concrete tile, burned clay tile or cedar shingle roofing shall be permitted. Composition and asphalt roofing are prohibited. Built up gravel roofing shall be permitted only on flat roofs.

16. Gravel or rock lawns will not be permitted on any lot.

17. Permanent outdoor clothes lines or similar facilities will not be permitted.

18. No exterior radio towers or antennae of any kind will be permitted. All radio and television antennae shall be inside of dwellings or garages.

19. Whenever door to door mail delivery is available, curb-side mail boxes shall be prohibited.

20. No animals shall be kept or maintained on any lot except the usual household pets, limited to a maximum of 4 pets per household at any one time, which shall be kept reasonably confined so as not to become a nuisance. All pets shall be on leashes when outside the premises of a lot owner.

21. The provisions of this paragraph are intended to preserve the open space character of a residential, waterfront community by prohibiting walls and fences which would restrict light, air and visibility, but permitting, within limitations, walls or fences for privacy around swimming pools and for containing household pets within certain areas of a yard. Any fence installed within an easement shall be subject to removal, at the expense of the lot owner, in the event removal of such a fence may be necessary in



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Dated Feb 22, 1980

DECLARATION OF RESTRICTIONS AND COVENANTS

RECORD Nov 14, 1980, BK 1096 - Pg 1436

WHEREAS, the undersigned, LINDRICK CORPORATION, a Florida corporation, as Declarant, is the owner of a certain property located in Pasco County, Florida, described as follows:

A REPLAT OF FLOR-A-MAR SECTION 14-G, PHASE TWO  
(Also known as Beach Club Estates)

14G  
PHASE II

WHEREAS, the said property was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 10th day of June, 1980, being recorded in Plat Book 18, Pages 120, 221 and 122, Public Records of Pasco County, Florida; and

WHEREAS, a portion of said property being described as FLOR-A-MAR SECTION 14-G PHASE TWO was previously approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 6th day of June, 1979, and recorded in Plat Book 17, Pages 52, 53 and 54, Public Records of Pasco County, Florida; and

WHEREAS, Declarant has heretofore recorded on the 22nd day of February, 1980, in Official Record Book 1054, beginning at page 0121, public records of Pasco County, Florida, a DECLARATION OF RESTRICTIONS AND COVENANTS, subjecting said portion of property described as FLOR-A-MAR SECTION 14-G, PHASE TWO to the provisions thereof; and

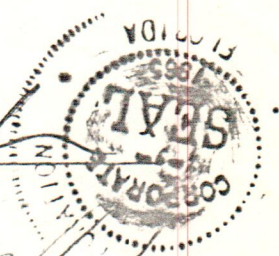
WHEREAS, Declarant intends that the replatted property shall be subject to the provisions of the aforesaid heretofore recorded DECLARATION OF RESTRICTIONS AND COVENANTS;

NOW THEREFORE, Declarant declares that the property hereinabove described as "A REPLAT OF FLOR-A-MAR SECTION 14-GPHASE TWO" is subject to the provisions of the DECLARATION OF RESTRICTIONS AND COVENANTS recorded on the 22nd day of February, 1980, in Official Record Book 1054, Pages 0121, 0122, 0123, 0124, 0125, 0126 and 0126.

IN WITNESS WHEREOF, Lindrick Corporation has executed this Declaration this 13th day of November, 1980.

LINDRICK CORPORATION

By: [Signature]  
As its President



RECORD VERIFIED  
JED PITTMAN  
Clerk Circuit Court, Pasco County  
BY: [Signature] ATTEST:  
As its Assistant Secretary

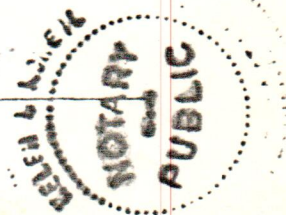
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STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 13th day of November, 1980, Cecil R. Delcher, as its President and Margaret E. Mountain, as its Assistant Secretary of Lindrick Corporation, a Florida corporation, on behalf of the Corporation.

[Signature]  
NOTARY PUBLIC



My Commission Expires:  
PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES APR. 16 1982  
RECORDED THRU GENERAL INS. UNDERWRITERS

Return to: Lindrick Corporation, P.O. Box 1176, New Port Richey, Florida 33552

connection with the intended use of the easement. No fence or wall in excess of four (4) feet in height shall be permitted except around swimming pools. Fences around swimming pools shall not exceed six (6) feet in height and shall not be closer to the side lot lines than the sides of the dwelling. Screened enclosures shall be permitted over and around swimming pools. The finished side of the fence shall face the adjoining lot or any abutting right-of-way. Between dwellings, fences, such as chain link or split rail, which will not restrict visibility, light or air circulation and not exceeding four (4) feet in height may extend from the dwelling to seven and one half (7 1/2) feet from the side property line. Such fences may extend to the side property line and/or may be placed on or along the side property line, if agreed to in writing by the abutting neighbor. No fence shall be permitted forward of the front elevation of any exterior structural wall of a dwelling. No fence shall be permitted within fifteen (15) feet of a seawall or on any public rights-of-way used as a street or road.

22. No commercial vehicle, boat, boat trailer, travel trailer, tent, mobile home recreational vehicle, or other habitable vehicle of any kind shall be kept or stored temporarily or permanently on any street or lot, except within an enclosed garage and except for boats which may be kept on permanent davits along the waterfront of any lot.

23. Parking of cars, motorcycles and other vehicles on any lot shall be prohibited except within garages or upon driveways or parking areas, the location of which has been approved by the undersigned or its successors, assigns or delegees.

24. The undersigned shall not be responsible in any way whatsoever for any defects in, failure of, damage to or maintenance of any seawall. Each owner shall be responsible for all repairs to and maintenance of any seawall on or adjacent to his property.

25. The owner of each lot shall pay to the undersigned, or its successors, assigns or delegees, a charge of \$2.45 per month, billed semi-annually, for street lighting facilities to be erected and maintained on or near said property, said \$2.45 per month charge being a lien upon said property and enforceable as a statutory lien. The amount of the charge may increase or decrease in direct proportion to the cost of operating and maintaining said street lighting facilities (including the structures and electricity) to the undersigned, or its successors, assigns or delegees.

26. All Lots and Tracts, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. It shall be the responsibility of each owner to maintain each Lot or Tract up to the back of curb although it be in part a public right-of-way. Lawns shall not exceed four (4) inches in height and areas of dead grass shall be replaced. Damaged shrubs, trees and landscape improvements shall be repaired or replaced in an acceptable manner. Each owner shall direct his builder to keep the building site clean during construction. All building debris shall be removed weekly in order to keep the property attractive. Such debris shall not be dumped in any area of the subdivision. In the event any Lot or Tract is not maintained as hereinabove required, either Declarant, its successors, assigns

or delegees, or any subsequent owner of a Lot or Tract shall have the right, through their agents or employees, to do so, the cost of which shall be paid by the owner of the Lot or Tract upon which the maintenance is performed, provided that written notice of the work required and the cost thereof has been mailed to said owner using his mailing address as it then appears on the tax rolls of Pasco County, Florida, and further provided that said required work has not been performed 30 days after the mailing of such notice. All bills for the completed work shall be mailed by the party giving notice to the owner, addressed as hereinabove set forth, and shall be paid by said owner on or before thirty (30) days after mailing. If not so paid, the amount of such bills, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the Lot when the party giving notice causes to be recorded in the office of the Clerk of the Circuit Court for Pasco County a Notice of Assessment which shall state the amount of such bills and such other charges and a description of the Lot which has been billed. Upon payment of said bills and charges, or other satisfaction thereof, the party giving notice shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien. Whenever the Declarant, its successors, assigns or delegees may correct, repair, clean, preserve, clear or take any action on the property of any Lot or Tract owner, entering the property and taking such action shall not be deemed a trespass. Neither Declarant, its successors, assigns, or delegees, nor any of their agents, employees or contractors, shall be liable for any damage which may result from any work or action on said property.

27. Declarant intends to divide Tracts B and C into lots, hereinafter referred to as Boat Mooring Lots. Said Boat Mooring Lots shall be sold by Declarant only to purchasers of certain other lots in Flor-A-Mar Section 14-G Phase Two. Thereafter, regardless of the manner in which title may be acquired, ownership of a Boat Mooring Lot shall not be transferred separately from ownership of the other lot which was acquired simultaneously with the Boat Mooring Lot. The construction or placement of any kind of building on a Boat Mooring Lot is prohibited. Prior to the construction or placement thereon of any dock, boat davits, storage boxes, fence, driveway or any improvement whatsoever, the owner of each Boat Mooring Lot shall submit for approval, in the manner set forth hereinabove in paragraph 6, all plans and specifications for such improvements.

28. The owner of each Single Family Lot (lots 1 through 59) and the owner of each Boat Mooring Lot shall, by reason of ownership, be a member of the Gulf Harbors Beach Club, Inc. (Beach Club), a Florida non-profit corporation organized to further and promote the common interests of property owners in the Flor-A-Mar and Gulf Harbors Woodlands subdivisions. Each such owner shall be subject to the obligations and entitled to the rights and privileges pertaining to such membership as set forth in the Beach Club Articles of Incorporation and By-Laws. Provided, however, that an owner of a Boat Mooring Lot who is also an owner of a Single Family Lot shall, in any voting of Beach Club members, be entitled only to one vote for each Single Family lot he owns.

**O.R. 1054 PG 0125**

29. Pursuant to the powers granted to it in its Articles of Incorporation and By-Laws, the Beach Club is hereby expressly authorized and empowered to levy annual assessments against all lots. Provided, however, except as may be otherwise indicated in a Transfer Agreement between Declarant and the Beach Club, no assessment shall be levied against Lots owned by Declarant and further provided that no assessment shall be levied against any Boat Mooring Lot as long as the owner thereof is then also an owner of a Single Family Lot. The amount of the assessment levied by the Beach Club shall be paid to it on or before the date or dates fixed by resolution of the Beach Club. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the Lot so assessed when the Beach Club causes to be recorded in the office of the Clerk of the Circuit Court for Pasco County a Notice of Assessment which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Upon payment of said assessment and charges, or other satisfaction thereof, the Beach Club shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien. Conveyance of any Lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said Notice of Assessment. The lien provided for herein may be foreclosed by suit by the Beach Club in like manner as a mortgage and, in such event, the Beach Club may be a bidder at the foreclosure sale. The Beach Club may also pursue any other remedy against any owner owing money to it which is available to it by Law or equity for the collection of debt. Upon request, the Beach Club shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due. The Beach Club shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

30. Declarant and each person to whose benefit this Declaration inures, including the Beach Club, may proceed by legal action to prevent the occurrence, continuation or violation of any provisions of this Declaration and the non-prevailing party shall be liable for and shall pay the prevailing party's expenses incident thereto, including reasonable attorney's fees, both at the trial and all appellate levels.

31. The Beach Club may suspend all voting rights, if any, and all rights to use the Beach Club's Common Areas of any Owner for any period during which any Beach Club assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Beach Club.

32. The Common Areas subject to these restrictions and covenants shall include Tract A shown on the plat of this subdivision, and the tract of approximately 7 acres known as the Gulf Harbors Beach, and a certain circle pond and property, both to be platted hereafter. Conveyance of Common Areas by Declarant to the Beach Club shall not be

construed as dedication thereof to the public, and said Common Areas shall continue as private property. The members of the Beach Club shall be entitled to the exclusive use of the Common Areas, subject to the rules and regulations of the Beach Club; provided however, Declarant shall reserve the right to the reasonable use thereof in connection with its sales and development programs. Until transferred, maintenance of the Common Areas shall be performed by Declarant, thereafter maintenance shall be performed by the Beach Club. All subsequent improvements to the Common Areas shall be subject to prior approval of Declarant, its successors, assigns or delegees, as provided for elsewhere in this instrument.

33. The undersigned reserves the right to make reasonable modifications, clarifications, and variations of these restrictions without notice or liability to the owners of the other lots within this subdivision.

These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon each owner of the property or any lot or tract or part or parcel thereof hereafter, and are imposed on said property as an obligation or charge against the same for the benefit of the undersigned Declarant, its successors and assigns, and each subsequent owner of the property or any part or parcel thereof.

The undersigned Declarant, its successors, assigns or delegees and every person hereinafter having any right, title or interest in any of said property or any lot or tract or part or parcel thereof shall have the right or prevent or stop violation of any of said restrictions or covenants by injunction or other lawful procedure and to recover all costs and expenses incident thereto as provided for in paragraph 30 above, and any damages resulting from such violation.

Reference herein to "assigns or delegees" of the undersigned Declarant shall mean any entities or persons to who Declarant may hereafter expressly assign to or delegate to, in writing, the rights of the Declarant hereunder.

The invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

O.R. 1054 PG 0127

IN WITNESS WHEREOF, Lindrick Corporation has executed this Declaration this 22nd day of February, 1980.

LINDRICK CORPORATION

By: *Cecil Delcher*  
As its President *Cecil Delcher*

ATTEST: *Margaret E. Mountain*  
As its Assistant Secretary

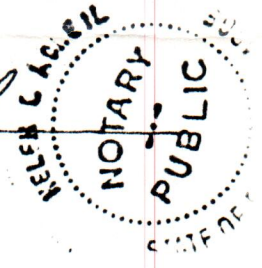


STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 22nd day of February, 1980, Cecil R. Delcher, as its President and Margaret E. Mountain, as its Assistant Secretary of Lindrick Corporation, a Florida Corporation, on behalf of the Corporation.

*Aelen L. McNeil*  
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 16 1982  
BONDED THROUGH GENERAL INS. UNDERWRITERS

*4/16/82*

O.R. 1054 PG 0128