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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR PINEBROOK TOWNE HOUSES

This is a Declaration of Covenants, Easements and Restrictions made on or as of this 29th day of NOVEMBER, 1984, by PULTE HOME CORPORATION, a Delaware corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

19 14659871 72	1.	30
	40	185.00
	47	47.00
TOTAL		232.00

WHEREAS, Developer is the owner of certain real property situate in Pinellas County, Florida, more particularly described as:

The land described in the Master Plan of Development of Pinebrook Estates Phase Two, Units 2 through 7, approved as a planned residential unit development by the City Council of Pinellas Park, Florida, on July 28, 1983, and the land shown on the Master Plan of Development of Pinebrook Estates Phase Two, Unit 3, approved by the City Council of Pinellas Park, Florida, on May 10, 1984 (both of said master plans shall hereafter collectively be called the "Approved Master Plans" and the land covered by the Approved Master Plans shall be called "Pinebrook Phase Two").

NOV 30 2 11 PM '84
Pinellas County Clerk
Pinellas County, Florida

This instrument prepared by
F. WOODROW COLEMAN of
Fowler, White, Gilman, Beugs,
Whitford & Hanks
P. O. Box 1038
Tampa, FL 33601

Refer to

WHEREAS, a portion (said portion hereafter called "Unit 2") of the land covered by the Approved Master Plans has been platted by Developer on the following plat:

The plat of Pinebrook Estates, Phase Two, Unit 2, recorded at Plat Book 88, Pages 65 and 66, Public Records of Pinellas County, Florida.

NOW, THEREFORE, Developer hereby submits Unit 2 to this Declaration and declares that all of Unit 2 (and any additional land hereafter submitted to this Declaration by Developer as herein provided) 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, said land, and be binding on all parties having any

185.00
47 47.00
232.00

right, title or interest in the land 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 the non-profit corporation to be established by Developer known as PINEBROOK TOWNE HOUSE ASSOCIATION, INC., its successors and assigns. The Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibit A and Exhibit B, respectively.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Areas" shall mean and refer to all portions of the Property (hereafter defined) conveyed to the Association by Developer. The following will become Common Areas upon conveyance by Developer to the Association as hereafter provided:

- (a) certain private drainage areas;
- (b) certain private streets within the Property;
and
- (c) certain green areas surrounding the Townhouse Lots (hereafter defined).

The Common Areas may also include some recreation areas facilities which may be conveyed to the Association by Developer.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Easements and Restrictions.

Section 5. "Developer" shall mean and refer not only to PULTE HOME CORPORATION, a Delaware corporation, but also any Successor Developer (hereafter defined).

Section 6. "Individual Purchaser" shall mean and refer to any person or entity other than a Successor Developer to whom Developer conveys a Townhouse Lot.

Section 7. "Owner" shall mean and refer to the owner of the fee simple title to a Townhouse Lot. When a Townhouse Lot is owned by more than one person, the term "Owner" shall refer to all owners of that Townhouse Lot collectively, and that Townhouse Lot shall be deemed for the purposes of this Declaration to have only one Owner.

Section 8. "Party Wall" shall mean and refer to each common wall built as part of the original construction of a Townhouse Building (hereafter defined) on the dividing line between Townhouse Lots, and any wall replacing the same.

Section 9. "Private Drainage Area" shall mean and refer to portions of the Common Areas which are improved by Developer with retention ponds, ditches, or other facilities for drainage.

Section 10. "Private Streets" shall mean and refer to paved streets installed by Developer within the Common Areas.

Section 11. "Property" shall mean and refer to only Unit 2 until additional Units (hereafter defined) in Pinebrook Phase Two are submitted to this Declaration by Developer as hereafter provided; as additional Units are submitted to this Declaration by Developer, the term "Property" shall include all land so submitted.

Section 12. "Rec Area" shall refer to those portions of the Common Areas improved by Developer with recreation facilities.

Section 13. "Successor Developer" shall mean and refer to any party designated as such by PULTE HOME CORPORATION, by written instrument recorded in the Public Records of Pinellas County, Florida.

Section 14. "Townhouse" shall mean and refer to one individual dwelling within a Townhouse Building. Each Townhouse shall be located on a separate Townhouse Lot (hereafter defined) but shall share a wall or walls with an adjoining Townhouse or Townhouses.

Section 15. "Townhouse Building" shall refer to a residential building constructed or to be constructed by Developer on more than one Townhouse Lot. Each Townhouse Building shall be comprised of several individual Townhouses.

Section 16. "Townhouse Lot" shall mean and refer to the parcels of land shown as "lots" on any plat of the Property (or any part thereof) recorded by Developer, on which Developer has constructed a Townhouse.

Section 17. "Unit" shall mean and refer to a parcel of land designated as a "unit" on the Approved Master Plans.

ARTICLE II

ADDITIONAL UNITS

Developer may, at any time before seven (7) years from the date of recording of this Declaration, "submit" additional Units in Pinebrook Phase Two by filing a document in the Public Records of Pinellas County, Florida, which (a) describes the additional land being submitted to this Declaration (b) declares that said additional land shall be subject to this Declaration. Upon the filing of such a document by Developer, all such additional land shall thereafter be deemed part of the Property and shall be held, sold and conveyed subject to all easements, restrictions, covenants and conditions contained herein, which shall run with such additional land and be binding on all parties having any right, title or interest in such land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Anything in this Declaration to the contrary notwithstanding, no party other than Developer shall be required to join in, consent to, or approve the submission of such additional land, provided it is in Pinebrook Phase Two.

ARTICLE III

PARTY WALLS

Section 1. General Rules of Law to Apply. The general rules of Florida law regarding party walls shall apply to each Party Wall, except as expressly modified by this Declaration. Each Owner shall own that portion of the Party Wall located on his Townhouse Lot, but said Owner may not demolish it, or make any changes in it or alterations to it without the written approval of the Architectural Committee and the Owner of the adjoining Townhouse Lot. The Association and each Owner shall have a perpetual easement on and over the adjoining Townhouse Lot at the location where the Party Wall is originally constructed by Developer, which easement shall be for support and for purposes of maintaining and reconstructing the Party Wall.

Section 2. Repair and Maintenance. The Association shall be responsible for repair and maintenance of a Party Wall as hereafter set forth.

Section 3. Implied Terms. No attempt shall be made in this Declaration to cover every possible contingency that may arise by virtue of the contiguity of the Townhouse Lots and the common walls of the Townhouses. All Owners, by accepting a deed or other interest in any Townhouse Lot, agree that such additional covenants, restrictions, easements, and provisions shall be implied herein as are reasonable and necessary to carry out the intent of Developer to allow each Owner to enjoy the full use and benefit of his Townhouse as a residence.

ARTICLE IV

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Common Duties of Owners of Townhouses and Villas. Each Owner of a Townhouse Lot will: (a) maintain the interior of his Townhouse; (b) maintain, repair and replace when needed all screens, windows, doors and air

conditioning equipment that serve only his Townhouse;
 (c) maintain, repair and replace when needed all sewer, water, and electrical lines that serve only his Townhouse;
 (d) maintain any patio, outdoor concrete decking, driveways and sidewalks located on his Townhouse Lot in a clean, good and orderly condition.

Section 2. Roof and Exterior Maintenance of Townhouses.

The Association shall (a) maintain, repair and replace when needed the roofs of Townhouses and the Party Walls; (b) maintain and paint, as and when determined by the Board of Directors, the exterior of the Townhouse Buildings except those parts which each Owner is expressly required to maintain as set forth above in Section 1 of this Article.

Section 3. Maintenance of the Common Areas. The

Association shall maintain all Common Areas (including grass and landscaping), and repair and replace all improvements located thereon when needed.

Section 4. Grounds Maintenance of Lots. The Asso-

ciation shall fertilize, water, mow, edge, clip, and otherwise maintain the grass and landscaping on the Townhouse Lots. The Board may elect not to maintain any portions of Townhouse Lots that are within a fenced or walled area, and such election shall be deemed to be in conformity with this Article even though the Association is maintaining the grass and landscaping on the remainder of the Townhouse Lot. Each Owner shall maintain in "first class" condition (including watering, fertilizing, cutting, trimming and edging) those parts of his Townhouse Lot that the Association does not maintain.

ARTICLE V

MAINTENANCE EXPENSES

The expense for all maintenance performed by the Association (including all landscaping maintenance of Townhouse Lots which the Association performs) shall be a common

expense of the Association, payable in advance as part of the "Annual Assessment" (hereafter defined).

ARTICLE VI

INSURANCE

Section 1. Fire Insurance Policies.

(a) Common Areas. The Association shall maintain in its name as a common expense (collectible as part of the "Annual Assessment" as hereafter defined) appropriate hazard insurance on all improvements located on the Common Areas, for at least one hundred percent (100%) of current replacement cost.

(b) Townhouses. The Association shall maintain as an Association expense a hazard insurance policy on each Townhouse Building for at least one hundred percent (100%) of the current replacement cost. All hazard insurance policies on Townhouse Buildings shall name the Association as the loss payee. No mortgagee on a Townhouse shall have the right to have insurance proceeds applied to pay the mortgage; rather, such proceeds shall be used for reconstruction and restoration as hereafter provided. In the event a Townhouse shall suffer damage or destruction, the Association may settle the insurance claim for damage to the Townhouse on behalf of the Owner, and the proceeds shall be paid to the Association and used to promptly repair, restore and reconstruct the Townhouse in accordance with the original design. Any excess insurance proceeds remaining after the restoration and reconstruction is complete shall be payable jointly to the Owner and any mortgagee named in the policy. If the insurance proceeds are not sufficient to reconstruct and restore a Townhouse Building, the deficiency shall be collected by the Association as a "Special Assessment" as hereafter provided.

Section 2. Liability Insurance. The Association shall also maintain at least \$1,000,000.00 per single occurrence liability coverage on all Common Areas. Each Owner of a Townhouse shall obtain and at all times maintain liability insurance for his Townhouse and Townhouse Lot.

Section 3. Fidelity Bonds. The Association shall require blanket fidelity bonds for anyone who either handles or is responsible for Association funds.

Section 4. Amount and Coverage. The amount and coverage of the insurance maintained by the Association shall be determined by the Board of Directors and the cost of the insurance maintained by the Association shall be paid by the Association as a common expense collectible as part of the Annual Assessment. All fidelity bonds and all hazard, liability and flood insurance maintained by the Association shall at least meet the minimum requirements imposed by FNMA, VA, and FHA as a condition of approval by those agencies of mortgages on Townhouses. The insurance and fidelity bonds may include coverage and amounts which exceed the minimum requirements of those agencies if the Board of Directors so elects.

Section 5. Waiver of Subrogation. No Owner (or other person residing in his Townhouse) shall be liable for damage to another Owner's Townhouse (or its contents) arising out of a fire or other casualty. Each Owner, by acceptance of a deed to a Townhouse Lot, waives any right to claim against another Owner (or such other person) for damage or loss arising out of a fire or other casualty. All hazard insurance policies carried by the Association shall provide for waiver of the insurance company's right of subrogation.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. An architectural committee ("Architectural Committee") shall be created which

shall originally consist of two (2) representatives appointed by Developer. Developer may remove any representative appointed by it at any time and designate a substitute committee member. Developer shall have the right to designate the two (2) members of the Architectural Committee until such time as it conveys the last remaining Townhouse Lot to an Individual Purchaser. When Developer is no longer entitled to appoint the representatives to the Architectural Committee, thereafter, the Architectural Committee shall consist of the Board of Directors.

Section 2. Alterations and Additions. No improvements or structure of any kind (including but not limited to a building, fence, wall, roof, screen, patio, walkway, or drive) other than those originally constructed by Developer or its designee shall be constructed or maintained on a Townhouse Lot unless approved in writing by the Architectural Committee. No physical alteration or color change be made to any portion of a Townhouse which is visible from outside the Townhouse, without such approval by the Architectural Committee. Nothing shall be affixed or displayed by an Owner on the exterior of a Townhouse Building or any walls or fences located on a Townhouse Lot (other than that which is originally constructed by Developer or its designee) without such approval by the Architectural Committee. <No plants (other than those installed by Developer) shall be placed on a Townhouse Lot by any Owner without such approval of the Architectural Committee.> Nothing shall be permitted to be displayed from the inside of glass windows or doors of Townhouses nor any material to be affixed to the inside of glass windows or glass doors of a Townhouse without such approval by the Architectural Committee.

Without the written approval of the Architectural Committee, no sign or billboard of any kind shall be erected or maintained on any Townhouse, or Townhouse Lot, except (i) one sign of a licensed real estate broker not more than

four square feet advertising the Townhouse for rent or sale, and (ii) signs used by Developer or its designee to advertise the Townhouses for sale during the construction and initial sales period.

The approval of the Architectural Committee required in this Article may be denied without cause, in the sole discretion of the Committee.

ARTICLE VIII

USES

Section 1. Permitted Uses. No Townhouse shall be used other than for residential purposes. In addition:

(a) No noxious or offensive activity shall be carried on upon any Townhouse Lot or within any Townhouse, nor may any Townhouse be used in any way or for any purpose which may unreasonably disturb the occupancy of any other Townhouse or which constitutes a nuisance to such occupants.

(b) No business activities of any kind whatsoever shall be conducted in the Townhouse or on a Townhouse Lot; provided, however, the foregoing shall not apply to construction, maintenance, and sales activities of Developer, his agents and assigns, during the construction and sale period.

(c) No Townhouse shall be rented or used for transient or hotel purposes, which is defined as:
(i) rental for any period less than thirty (30) days, or
(ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, and like services; otherwise, Townhouses may be rented for residential purposes.

(d) No animals or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial

purpose, that they are limited in number so as not to cause a nuisance or disturbance to others, and that they are not permitted to run loose.

(e) No boat, truck, trailer, camper, recreational vehicle, inoperative vehicle, unregistered vehicle or similar vehicle shall be stored, temporarily or permanently, on any Townhouse Lot or in the Common Areas; provided, however, that this subsection shall not pertain to any construction related trucks, equipment or other vehicles used by Developer or any Successor Developer in the construction of Townhouses or any of Developer's or Successor Developer's contractors or subcontractors.

(f) All equipment, garbage cans, wood piles, and any other items stored outside shall be kept screened by adequate planting or fencing so as to conceal them from view of the other Townhouses and public view; provided, however, that this subsection shall not apply to any construction materials used by Developer, its Successor Developer, or any contractors or sub-contractors of Developer or its Successor Developer in the construction of Townhouses.

Section 2. Construction. Anything herein to the contrary notwithstanding, nothing in this Article or elsewhere in this Declaration shall in any way limit, restrict, impair or interfere with Developer's right to construct or sell Townhouses at any time or to conduct all activities which are in the opinion of the Developer helpful with respect to such construction or with respect to selling such Townhouses, including but not limited to the right to maintain a construction trailer or trailers on the Property, a sales office, a model, and promotional signs.

ARTICLE IX

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USE OF REC AREAS

Section 1. Owner's Right of Enjoyment. If any recreational facilities are constructed by Developer in any Rec Areas, every Owner shall have a right to use such recreational facilities for the purpose for which they were intended by Developer, which right shall be appurtenant to and shall pass with the title to every Townhouse Lot, subject to the following:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Rec Area;

(b) the right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Townhouse remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to make reasonable rules governing the use of the Rec Area and recreational facilities;

(d) the right of the Association to dedicate or transfer all or any part of the Rec Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a two-thirds (2/3) vote of its 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 Association members has been recorded in the Public Records of Pinellas County, Florida.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Rec Area and recreational facilities to persons who reside in his or her Townhouse.

EASEMENTS :

Section 1. Easement for Encroachments. Each Townhouse Lot shall be subject to an easement for any encroachment by an adjoining Townhouse created by construction, settling and overhangs, as designed or constructed by the Developer or its designee. The Common Areas shall be subject to an easement not to exceed three feet (3') for overhangs or other encroachments by any Townhouse encroaching upon the Common Areas. An easement for the benefit of the encroaching Townhouse for said encroachments and for the maintenance of same shall exist so long as the encroachment exists.

Section 2. Easements Over Lots for Utilities and Services. There is hereby created in favor of the Developer and the Association, and their designees and assigns, upon, across, over and under each Townhouse Lot, perpetual easements for installation, replacing, repairing and maintaining utilities and a common sprinkler system needed to serve all improvements on that Townhouse Lot and other Townhouse Lots, and to properly water the grass and landscaping on that Townhouse Lot and other Townhouse Lots. The easements shall be for all reasonable utility needs, including but not limited to water lines, sprinkler lines, valves, sprinkler heads, sewers, drainage, gas lines, telephone lines, electrical lines, and a master television antenna system or cable television system. By virtue of this easement, it shall be expressly permissible for the Developer, the Association and any utility company to erect and maintain the necessary lines and equipment on all Townhouse Lots. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or replaced on a Townhouse Lot, except in the locations where the lines were initially installed by the Developer or its designee, unless the Owner of the Townhouse Lot consents, and further, no easement shall exist under any Townhouse as originally constructed by Developer. Should any

utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Owner by acceptance of a deed to a Townhouse Lot agrees to execute such document.

Section 3. Easement Over Private Streets. There is hereby created upon, across and over all parts of the Private Streets, in favor of the Developer, the Association, and all Owners, their tenants, family members, guests, licensees, and invitees, a perpetual non-exclusive easement for ingress and egress by pedestrian and vehicular traffic, to and from each and every Townhouse and the Common Areas. This easement may be used by all contractors and other parties designated by Developer to erect improvements in the Property. Every deed to a Townhouse Lot shall automatically be deemed to have conveyed to the grantee therein such an easement for ingress and egress. There is also hereby created in favor of Developer, the Association and their designees perpetual easements under the Private Streets for maintaining utility lines to serve the Townhouse Lots and Common Areas.

Section 4. Drainage Easements. There is also hereby created in favor of Developer and all Owners a perpetual non-exclusive right to drain storm water from all Townhouse Lots and the Common Areas over and under Townhouse Lots and the Private Streets and into the Private Drainage Areas. The Private Drainage Areas conveyed to the Association shall be maintained by the Association for drainage, and the Association shall be responsible for its maintenance. These drainage easements shall not, however, run under or through any Townhouse as originally constructed by Developer. No Owner shall do anything on his Townhouse Lot which will interfere with the drainage of water as provided by Developer as part of the original construction.

ARTICLE XI

PARKING

Section 1. Non-Exclusive Right to Park. Vehicular parking shall be allowed only in those Common Areas which are designated for parking by the Board of Directors. The Board of Directors shall have the power, in its sole discretion, to assign two ~~X~~(2) parking spaces to the residents of each Townhouse. The residents of each Townhouse are limited to two (2) vehicles per Townhouse.

ARTICLE XII

CONVEYANCES OF COMMON AREAS

Section 1. Title. At any time prior to the conveyance of the last Townhouse Lot in Pinebrook Phase Two to an Individual Purchaser, Developer shall convey to the Association fee simple title to (a) the Private Streets providing access to Townhouse Lots that have been conveyed to an Individual Purchaser, (b) the Private Drainage Areas, (c) the Rec Areas, if any, and (d) the green areas surrounding the Townhouse Lots. The title to all such property shall be conveyed by warranty deed, free and clear of any liens or mortgages. Said areas may be conveyed in several stages by Developer. The property so conveyed by Developer to the Association shall, upon such conveyance, become part of the Common Areas, and shall be thereafter maintained by the Association. However, Developer hereby reserves (and shall be deemed to have reserved in the deed) unto itself, its heirs, successors, assigns, licensees, invitees and agents, and unto the Association and Owners, the easements for utilities, services, ingress and egress and drainage as set forth above.

ARTICLE XIII

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Townhouse, including Developer and any Successor Developer, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Townhouse.

Section 2. The Association shall have two (2) classes of voting membership:

(1) Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Townhouse Lot owned. When more than one (1) person or entity holds an interest in any Townhouse Lot, the vote for such Townhouse Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Townhouse.

(2) Class B. The Class B member shall be the Developer, who shall be entitled to three (3) votes for (a) each Townhouse Lot and (b) for each residential dwelling site which is not a Townhouse Lot (either because it has not been submitted to the Declaration by Developer or because no Townhouse has been constructed on it) which is shown on the Approved Master Plans. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) five (5) years from the date of the commencement of construction of the first building on a Townhouse Lot by Declarant; or
- (c) at the election of Developer.

ARTICLE XIV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Townhouse 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: (a) "Annual Assessments" (as hereafter defined)

(b) "Special Assessments" (as hereafter defined), and (c) "Compliance Assessments" (as hereafter defined). Such assessments to be established and collected as hereinafter provided. The Annual, Special, and Compliance Assessments, together with interest, costs, and reasonable attorney's fees incurred by the Association in collecting them, shall be (a) a charge and continuing lien upon the Townhouse Lot against which each such assessment is made, and (b) the personal obligation of the person who was the Owner of such Townhouse Lot at the time the assessment fell due.

Section 2. Annual Assessment. "Annual Assessment" shall refer to the assessment established on an annual basis by the Board of Directors, based upon the anticipated common expenses for the next ensuing twelve (12) months. The Annual Assessment shall be used to pay all Association expenses of (a) owning, operating and maintaining the Common Areas, including but not limited to insurance on the Common Areas, taxes on the Common Areas, and maintenance of the Common Areas, (b) maintaining those portions of the Townhouses for which the Association is responsible as set forth above, (c) maintaining the grass and landscaping on Townhouse Lots to the degree elected by the Board of Directors as provided above, (d) obtaining the hazard insurance of the Townhouse Buildings as provided above, and (e) other Association expenses other than those for capital expenditures to be covered by Special Assessments or Compliance Assessments. The Annual Assessment shall also include amounts for maintenance of the entrance way owned by Pinebrook Estates Homeowners Association, Inc. Annual Assessments shall be fixed at a uniform rate for all Townhouses and shall be collected in advance in monthly installments. Until January 1st of the year immediately following the conveyance of the first Townhouse Lot to an Individual Purchaser, the maximum Annual Assessment shall be Fifty and No/100 Dollars (\$50.00)

per year per Townhouse Lot. From and after January 1st of the year immediately following the conveyance of the first Townhouse to an Individual Purchaser, the maximum Annual Assessment may not be increased each calendar year by more than fifteen (15%) percent above the maximum assessment for the previous year, without assent 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. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum assessment without the need for a special meeting or vote of the members. The Board of Directors shall establish and determine as part of the Annual Assessments the amount of a reserve fund for the purposes of future maintenance or replacement of all improvements in Common Areas or for future maintenance or replacement of these portions of the Townhouse Buildings for which the Association has the maintenance responsibility under this Declaration. Any assessment installment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Townhouse Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Townhouse. Annual Assessments provided for herein shall commence as to each Townhouse Lot on the date which that Townhouse is conveyed to an Individual Purchaser. At the time of the first conveyance of a Townhouse by Developer to an Individual Purchaser, the purchaser of the Townhouse shall pay to the Association a contribution to working capital equal to two (2) months' installment on the Annual Assessment, which sum shall not be considered an advance payment of the regular monthly installment of the first Annual Assessment. The first Annual Assessment for each Townhouse shall be prorated according to the number of

months remaining in the calendar year at the time of the first conveyance of that Townhouse to an Individual Purchaser. Any Townhouse Lot not conveyed to an Individual Purchaser shall not be subject to assessment so long as Developer provides the Association with the difference between the total amount of Annual Assessments charged to Individual Purchasers and the actual annual operating costs of the Association. The Board of Directors shall fix the amount of the Annual Assessment against each Townhouse Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and the date for fixing the Annual Assessment dates shall be established from time to time by the Board of Directors.

Section 3. Special Assessments for Capital Improvements. "Special Assessments" shall be in addition to the Annual Assessments authorized above and shall be only for the purpose of defraying, in whole or in part, (a) the cost of any maintenance, repair, reconstruction, or replacement of improvements in the Common Areas which cannot be paid from the regular Annual Assessments or from insurance or reserves, (b) the cost of any maintenance repair, reconstruction or replacement of those portions of Townhouse Building for which the Association has the maintenance or reconstruction responsibility under this Declaration which cannot be paid from the regular Annual Assessments or from insurance or reserves, (c) the cost of construction of additional capital improvements in the Common Areas. Special Assessments for construction of additional capital improvements in the Common Areas shall require (a) 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, (b) the approval of Developer so long as Developer owns any Townhouse Lots. Special Assessments shall be fixed uniformly against all

Townhouses and shall be payable when and as specified by the Board of Directors.

Section 4. Compliance Assessment Lien. Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations of an Owner contained in this Declaration. Upon the failure of an Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation cleaning, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed a "Compliance Assessment" against the Townhouse Lot of the non-complying Owner, and shall be immediately due and payable from the non-complying Owner to the Association.

Section 5. Subordination of Lien to Mortgages. The lien of all assessments provided for herein shall be subordinate to the lien of any first mortgage held by an "Institutional Mortgagee" (a mortgage holder in the business of making, guaranteeing, or purchasing mortgages, including but not limited to banks, savings and loans, mortgage companies, VA, FHA, FNMA, or FHLMC). The sale or transfer of any Townhouse Lot pursuant to mortgage foreclosure by an Institutional Mortgagee or any deed in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve a Townhouse Lot from liability for any assessments which thereafter become due or from the lien thereof. Likewise, no such sale or transfer shall relieve the Owner from his personal liability for the assessment.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Joint and Several Obligations. Each and every obligation of an Owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Townhouse Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto to or by one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 3. Severability. Invalidation of any one of these covenants, easements or restrictions by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty-five (55) 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 agreement of the Owners of three-fourths (3/4ths) of the Townhouse Lots and three-fourths (3/4ths) of the first mortgagees holding mortgages on Townhouses. Notwithstanding anything in this paragraph or in this Declaration to the contrary notwithstanding, all easements provided for herein shall be perpetual, and shall not be terminated by termination of the covenants and restrictions.

Section 5. Amendments. This Declaration may be amended by a duly executed and recorded instrument signed by the

Owners of no less than three-fourths (3/4) of the Townhouse Lots and by three-fourths (3/4) of the first mortgagees with mortgages on Townhouses, provided (a) that any such amendment must also be approved by the Developer so long as Developer owns a Townhouse, (b) no submission of additional land to this Declaration as provided above shall require signature or approval by any owner other than Developer. Amendments to the Articles of Incorporation and By-Laws for the Association shall not be considered amendments to this Declaration, and shall be accomplished in the manner set forth in said Articles and By-Laws. Notwithstanding the foregoing, and in addition thereto, the consent of all Owners and Developer shall be required for any amendment to this Declaration which effects a change in (1) the method of dividing the assessments, (2) the provisions dealing with insurance or reconstruction after casualty, (3) the provisions dealing with the duration or amendment of this Declaration, or (4) any easement provided for herein. Any "Institutional Lender" holding a first mortgage on any Townhouse Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Townhouse), shall be entitled to timely written notice of any proposed amendment to this Declaration.

Section 6. Lender's Notices. An institutional mortgagee holding a first mortgage on any Townhouse Lot shall be entitled (upon written request by the institutional mortgagee to the Association stating the name and address of the institutional mortgagee, and a legal description and address for the Townhouse Lot), to timely written notice of: (a) any condemnation or casualty loss that affects a material portion of the submitted property or the Townhouse Lot encumbered by that mortgagee's mortgage; (b) any sixty (60) day delinquency in the payment of assessments against the Townhouse Lot encumbered by that mortgagee's mortgage; (c) any lapse, cancellation, or material modification of any insurance

policy or fidelity bond maintained by the Association; and
(d) any proposed action that requires consent of a specified percentage of mortgage holders.

Section 7. Information. The Association shall make available to all owners and institutional mortgagees holding a first mortgage on a Townhouse Lot, current copies of this Declaration, and of the Bylaws, rules, books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any institutional mortgagee shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Section 8. Contracts. Until the time that the Class B membership ceases and is converted to a Class A membership as set forth above, the Association shall not make any contract or lease unless there is a right of termination without cause or penalty, which is exercisable at any time after not more than ninety (90) days' notice to the other party. This prohibition shall not, however, apply to the agreements between the Developer and utility companies or other parties for the supply of cable TV, telephone, or utility services to the submitted property.

Section 9. Captions. The paragraph captions are for convenience only, and shall not be deemed to in any way affect or limit the interpretations or content of the paragraphs.

Section 10. Reduction. If any covenant, restriction, easement or provision contained in this instrument is invalid or unenforceable because its duration as provided above herein exceeds a permissible or reasonable duration under any statute or rule of law or equity, the duration of said covenant, restriction, easement or provision shall automatically be limited and reduced, ipso facto, to such duration

as will be deemed permissible or reasonable under the applicable statute or rule of law or equity.

Section 11. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) submission to this Declaration of additional properties which are not within Pinebrook Phase Two, (b) dedication of Common Areas to the public, and (c) amendment of this Declaration.

IN WITNESS WHEREOF, the Developer herein, PULTE HOME CORPORATION, has caused this instrument to be executed on its behalf as of the 29th day of November, 1984.

Signed and acknowledged in the presence of:

PULTE HOME CORPORATION

[Signature]
[Signature]

By: [Signature]
John W. Freemann

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 29th day of November, 1984, by _____ as _____ of PULTE HOME CORPORATION, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires Sept. 14, 1987
Bonded thru Ayers/Sierra Insurance Associates

FWC2/uu

STLWART TITLE OF TAMPA
 1741 W. FLETCHER
 P. O. BOX 270220
 TAMPA, FLORIDA 33612

85189020

PREPARED BY:
 Pulte Home Corporation
 1739 W. Fletcher Avenue
 P.O. Box 270900
 Tampa, Florida 33688

RETURN TO: *ENV*
 #1 Cash 11 Chk *29.00*
 #2 Rec *29.00*
 #3 DS
 #4 Int *29.00*
 #5

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS O.R. 6070 PAGE 794

THIS DECLARATION, made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

PINEBROOK ESTATES, PHASE 2, UNIT VI
 according to map or plat thereof, as
 recorded in Plat Book 92, Pages 16 & 17
 of Pinellas County, Florida.

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

14	14740878 72	1.	075265
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	TOTAL		27.00 CHK

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Protective Covenants (unless context should clearly reflect another meaning) shall have the following meanings:

1. "Plat" means the document described as the "Plat of Pinebrook Estates, Phase 2, Unit VI, recorded in Pinellas County, Florida (the "County") in Plat Book 92, Pages 16&17, in which the Subject Property is described and subdivided.
2. "Lot" means one of the numbered parcels of land into which the Subject Property has been subdivided on the Plat.
3. "Owner" means the owner or owners of the fee simple title to a lot and includes Developer for so long as it is the owner of any lot.
4. "Residence" means the residential dwelling unit constructed upon a lot in accordance with these Protective Covenants.
5. "Residential Property" means collectively all of the lots.
6. "Developer" means Pulte Home Corporation, its successors and assigns.
7. "Declarant" shall mean and refer to Pulte Home Corporation, its successors and assigns.
8. "Institutional Mortgage" means any lending institution having a first mortgage lien upon a Lot including any of the following institutions: an insurance company or subsidiary thereof, or a Federal or State Savings and Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or any other lending institution insured or approved by the Federal Housing Administration or the Veterans Administration.

Handwritten notes or signatures

ARTICLE II

LAND USE

The Developer declares that the Subject Property, each Lot and Residence shall at all times be used, constructed, occupied and held subject to the following land use covenants:

Section 1. Residential Use Only: All Lots shall be for residential use only and only single family homes approved in accordance with Article III (Architectural Control) may be constructed thereon. No commercial or business occupations may be carried on in Lots except for the construction, development and sale of rental of Residence. No structure of temporary character, or trailer, or tent, or other "out-buildings" may be erected or located on a Lot, except for a construction shack or temporary toilet during construction of a Residence, and except for such temporary structures needed or utilized by the Developer in connection with the construction, development, sale or rental of the Subject Property. No temporary structure may be used as a Residence.

Section 2. No structure shall be erected nearer than twenty (20) feet from a front street line or side street line. No structure shall be erected nearer than five (5) feet from a side yard line or nearer than fifteen (15) feet from a rear yard line. A swimming pool may not be located in the front yard of any lot. No swimming pool or any part thereof, including docks and enclosures, shall be constructed within five (5) feet of any Lot line. The term "structure", "street line" and "front yard" shall have the meaning ascribed by the Pinellas Park Zoning Regulations in effect as of the date of recording these Restrictions; provided, however, that the term "structure" shall not include a fence.

Section 3. No dwelling with the Subdivision shall have a ground floor square foot area of less than eight hundred (800) square feet, exclusive of screened area, open porches, terraces, patios, carports and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purpose of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, toilet and wash basin. All dwellings shall have at least a one (1) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2½) stories nor thirty-five (35) feet in height. All dwellings shall have paved driveways and grassed front lawns and all lot areas designated on the Plat for drainage easement purposes shall be sodded. Each dwelling shall have shrubbery planting in front of the dwelling.

Section 4. All cans and containers used for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed so as not to be displayed in the front of any lot or parcel except on regular days for collection of trash, garbage, and rubbish, as may be provided by any sanitary service unit, and then only when such service unit requires the container or containers to be placed in the front of any dwelling.

Section 5. No fences shall be erected or maintained on a Lot or Lots which shall be in excess of six (6) feet in height, except hedges of shrubbery, which shall not exceed an average height of six (6) feet. Said fences shall conform to and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects be of pleasing appearance. No wall type fence or solid board fence shall be erected or maintained in any front yard or in any yard facing a street or avenue.

Section 6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

Section 7. No vehicle shall be parked in the Subdivision except on a paved street, paved driveway or in a garage. No trucks or vehicles which are primarily used for commercial purposes, other

than those present on business, nor any trailers, may be parked in the subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view. No stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored or located upon any lot in such a manner or location as to be visible to any other Lot or from the street.

Section 8. No structure of temporary character, trailer base, tent, shack, garage, barn or other outbuilding or any portion of same shall be used or parked on any Lot any time as a Residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the Lots except temporary buildings used during the construction and promotion of the houses and sales of the Lots hereinabove described. Structure additions to Residences after initial construction by builder must be confined to an area 10' from the rear lot line, 5' from side Lot line, and 20' from front Lot line. No structural additions will be permitted without written permit of the Committee.

Section 9. No sign of any kind shall be displayed to the public view on any Lot except one sign not more than six square feet advertising the property for sale or rent, provided, however, that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of Lots.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 11. All lawns shall be maintained. If the home is unoccupied or vacant for extended periods of time such as vacations, it shall be the owner's responsibility to insure proper maintenance in his absence.

Section 12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

Section 13. Any house erected or construction on the above described Lots must be connected to the existing water and sewer systems provided by the Developer, its successors and assigns.

Section 14. No trees can be removed from Lots once all construction is complete unless it has died. In the event a tree is removed, it will be replaced by the owner of the Lot and at his expense in an area with an exposure to public view.

Section 15. No passenger cars shall be parked overnight on lawns.

Section 16. No business or commercial ventures shall be conducted on Lots except owners may rent all or a portion of their Residence for living in same.

Section 17. All roofing, paint and stain colors used on the outside of homes are to be compatible with the trees and other natural characteristics to the property. Therefore, only those approved colors used by the Builders in original construction of the Subdivision shall be permitted when rework is done.

Section 18. Mining and Drilling: There shall be no mining, quarrying or drilling for oil or other minerals undertaken within any portion of the Subject Property.

Section 19. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted on the Subject Property.

Section 20. Clotheslines: Outdoor permanent clotheslines shall be prohibited on the Subject Property. Portable rotary type or reel type clothes dryers will be permitted in the rear yard only. On corner Lots such portable dryers will not be placed within 25' of side street line, and said clothes dryers must be stored when not in use.

Section 21. Increase in Insurance Rates: No Owner may engage in any action which may reasonable be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Subject Property.

Section 22. Antennae and Aerials: No antennas or aerials shall be placed upon Residence except one outdoor television antennae to provide normal television reception. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Subject Property.

Section 23. No further Subdivision: The Lots shall not be further subdivided.

Section 24. Destruction to Residence: In the event a Residence is damaged or destroyed by casualty, hazard or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or promptly clear the damaged improvements and grass over and landscape the Lot in a sightly manner.

Section 25. The exterior architectural design will not be changed by any Owner except by written permission from the Committee. This is to include, among other things, the roof lines, color of roofing, exterior trim, windows, doors, gates, fences and privacy court walls.

ARTICLE III

ARCHITECTURAL CONTROL

No Residence, fence, wall or other structure shall be commenced; created or maintained upon the Subject Property, 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 Architectural Committee ("the Committee"). In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the approval shall be deemed granted and this Article will be deemed to have been fully complied with; provided the size and location of the Residence are not in violation of any other of the covenants and provisions of these Protective Covenants.

2. The "Original Committee" is composed of John Freemann, Robert Benninger, and Anne Holroyd. A majority of the Original Committee or the "New Committee" may designate one of its members as a representative to act for it. In the event of the death or resignation of any member of the Original Committee or the New Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. If at any time, all three of the Original Committee (or their successors) resign, then the Owners of a majority of the Lots (the "Majority") shall have the power to elect a New Committee, following which there shall be recorded amongst the records of the County a document signed by the Majority designating the names and addresses of the New Committee.

ARTICLE IV

GRANTS AND RESERVATIONS OF EASEMENT

1. Reservations Granted and Reserved Hereunder: For period of two (2) years from the date hereof, Developer hereby grants the following:

A. Easements for installation and maintenance of utilities and drainage areas are reserved as shown on the Plat.

2. Within the easements, no structure, platting, or other materials may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage canals in the easements, or which may obstruct or retard the flow of water through channels in the easements. The area of which each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the Property of a public authority or utility company shall be maintained by such authority or utility company.

ARTICLE V

MAINTENANCE OF RESIDENCE

In order to further establish and preserve the Residential Property, the Owners covenant that they shall at all times maintain the exterior portions of their Residence, including lawns, shrubbery and landscaping, in a neat and aesthetically pleasing and proper condition.

ARTICLE VI

ENFORCEMENT

The enforcement of these Protective Covenants may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent or breach of any of the covenants or terms herein. Enforcement may be by the Developer, the Committee, or any individual Owner, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay reasonable attorney's fees and costs to the prevailing party.

ARTICLE VII

AMENDMENTS

1. The process of amending these Protective Covenants shall be as follows:

A. Until the first anniversary of date of these Protective Covenants (the "Amendment Date"), amendments for the purpose of correcting scrivener's errors may be made by the Developer alone without the consent of Owners or Institutional Mortgages.

B. After the Amendment Date or in the event any amendment materially changes these Protective Covenants, including an amendment requiring the payment of a sum of money as an assessment, these Protective Covenants may be amended only by the consent of ninety percent (90%) of all Owners together with the consent of all Institutional Mortgagees, HUD, VA, or FHA. The aforementioned consents shall be in writing and affixed to the amendment to Protection Covenants.

C. Notwithstanding the foregoing, no amendment shall be effective which shall impair or prejudice the rights of priorities of any Owner., the Developer, HUD, VA, FHA or of any Institutional Mortgagee under the Protective Covenants without the specific written approval of the Owner, the Developer, HUD, VA, FHA, or Institutional Mortgagee affected thereby.

2. An Amendment to these Protective Covenants shall become effective upon its recording amongst the records of the County.

ARTICLE VIII

MISCELLANEOUS

1. No Implied Waiver: The failure of the Developer, the Committee or any Owner to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Restrictions of Lease: Any and all lease agreements (herein the "Lease Agreement") between an Owner and a lessee of such Owner's Lot and/or Residence shall be subject in all respects to the terms and provisions of these Protective Covenants and that any failure by the lessee under such Lease Agreement to comply with such terms and conditions shall be a material default and breach of the Lease Agreement.

3. Captions: Articles and paragraph captions inserted throughout the Protective Covenants are intended only as a matter of convenience and for reference and in no way such captions or headings define, limit or in any way affect any of the terms and provisions of these Protective Covenants.

4. Context: Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

5. Severability: In the event any one of the provisions of these Protective Covenants shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of the Protective Covenants or a reduction in the term of the same by reason of judicial application of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

6. Terms: These Protective Covenants and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, shall run with and bind the Subject Property and inure to the benefit of Developer, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date of the recording of these Protective Covenants amongst the Public Records of the County, after which time these Protective Covenants shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such thirty-five (35) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owners agreeing to terminate these Protective Covenants, upon which event these Protective Covenants shall be terminated upon the expiration of the thirty-five (35) year term or the ten (10) year extension thereof during the Termination Instrument is recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of September, 1965.

WITNESSES:

Sylvia J. Pettig
[Signature]

PULTE HOME CORPORATION

BY: Vernon Smith, Jr.
Attorney in Fact

L

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of September, 1985, by Vance Smith, Jr., as Attorney in Fact of Pulte Home Corporation, a Michigan corporation, on behalf of said Corporation.

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Sept. 14, 1987
Bonded thru Ayers/Merra Insurance Associates

L. R. Smith
Notary Public, State of Florida at Large



85012455

AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINEBROOK TOWNHOUSES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS Made on or as of the 17th day of December, 1984, by the undersigned parties:

WITNESS:

WHEREAS, Pulte Home Corporation ("Developer") filed the Declaration of Covenants, Easements and Restrictions for Pinebrook Townhouses (hereinafter the "Declaration") at O. R. Book 5886, page 1305, Public Records of Pinellas County, Florida; and

WHEREAS, Developer intended that the Declaration provide that the initial Annual Assessment would be \$600.00, payable monthly at \$50.00 per month; and

WHEREAS, the last line on page 17 of the Declaration erroneously read as follows:

"Annual Assessment shall be Fifty and No/100 Dollars (\$50.00)"

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TOTAL 9.00 CHR

NOW THEREFORE, in accordance with Section 5 of Article XV of the Declaration, the undersigned, being the Owners of no less than three-fourths (3/4) of the Townhouse Lots and holder of three-fourths (3/4) of the first mortgages on Townhouses, do hereby amend the Declaration so that the last line on page 17 of the Declaration reads as follows:

"...Annual Assessment shall be Six Hundred and No/100 Dollars (\$600.00)..."

The Developer hereby certifies that on the date hereof Developer owns more than three-fourths (3/4) of the lots on which Developer has constructed a Townhouse and ICM Mortgage Corporation now holds at least three-fourths (3/4) of the first mortgages on the Townhouses on said lots.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the 17th day of December, 1984.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION

Vicki Branch

By: John W. Freeman
John W. Freeman,
Attorney-in-Fact

Sylvia J. Pettys

ICM MORTGAGE CORPORATION

Ann Stewart-Way

By: [Signature]

[Signature]

Return to
This instrument prepared by
F. WOODROW COLEMAN of
Fowler, White, Gillen, Bogert,
Vitalone & Banker
P. O. Box 1438
Tampa, FL 33601

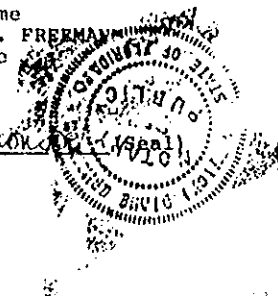
01 Cash/11 Chr
40 Rec 9.00
41 DS
43 Int
Tot 9.00
RA

AMERICAN EXPRESS
Kathleen S. Sullivan
MAR 1 3 12 PM '85

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 17th day of December, 1984, by JOHN W. FREEMAN
Attorney-In-Fact for PULTE HOME CORPORATION, a Delaware
corporation, on behalf of the corporation.

Vicki Diane Edmond
Notary Public



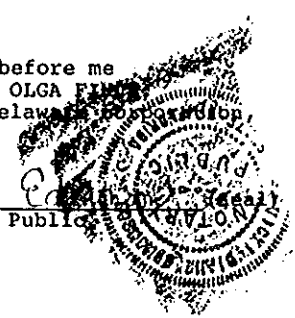
Commission Expiration:

Notary Public, Florida, State at Large
My Commission Expires Aug. 19, 1985

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 17th day of December, 1984, by OLGA F. [unclear]
Vice President of ICM MORTGAGE CORPORATION, a Delaware
on behalf of the corporation.

Vicki Diane Edmond
Notary Public



Commission Expiration:

Notary Public, Florida, State at Large
My Commission Expires Aug. 15, 1985

AD II Ctg
9.00
03
43 Int
Tot 9.00 ml

THIS INSTRUMENT WAS PREPARED BY:
Pulte Home Corporation
P. O. Box 270900
Tampa, Florida 33688

0.1.5957 PAGE 102

85059283

AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS.
FOR PINEBROOK TOWNHOUSES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS Made on or as of the 20th day of DECEMBER,
1984, by the undersigned parties:

WITNESS:

WHEREAS, Pulte Home Corporation ("Developer") filed the
Declaration of Covenants, Easements and Restrictions for
Pinebrook Townhouses (hereinafter the "Declaration") at C.
R. Book 5886, page 1305, Public Records of Pinellas County,
Florida; and

WHEREAS, Developer intended that the Declaration provide
that the initial Annual Assessment would be \$600.00, payable
monthly at \$50.00 per month; and

15 15688232 40

1. 25HC85
9.00
9.00 CHK

WHEREAS, the last line on page 17 of the Declaration
erroneously read as follows:

"Annual Assessment shall be Fifty and No/100 Dollars
(\$50.00)"

NOW THEREFORE, in accordance with Section 5 of Article
XV of the Declaration, the undersigned, being the Owners of
no less than three-fourths (3/4) of the Townhouse Lots and
holder of three-fourths (3/4) of the first mortgages on
Townhouses, do hereby amend the Declaration so that the last
line on page 17 of the Declaration reads as follows:

"...Annual Assessment shall be Six Hundred and No/100
Dollars (\$600.00)..."

The Developer hereby certifies that on the date hereof
Developer owns more than three-fourths (3/4) of the lots on
which Developer has constructed a Townhouse and ICM Mortgage
Corporation now holds at least three-fourths (3/4) of the
first mortgages on the Townhouses on said lots.

IN WITNESS WHEREOF, the undersigned have caused this
Amendment to be executed as of the 20th day of DECEMBER,
1984.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

Virginia M. Hadden

By: John W. Freeman
John W. Freeman,
Attorney-in-Fact

ICM MORTGAGE CORPORATION

Virginia M. Hadden

By: Charles J. ...

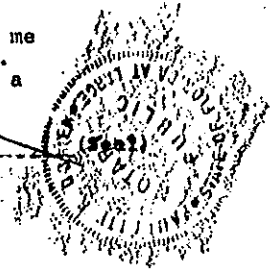
38. 11. 20 1985
CLEAN CHECKS
Pulte Home Corporation

RETURN TO: STEWART TITLE OF TAMPA
1741 W. FLETCHER
P. O. BOX 270220
TAMPA, FLORIDA 33612

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 20th day of DECEMBER, 1984, by JOHN W.
FREEMAN, Attorney-in-Fact for FULTE HOME CORPORATION, a
Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public

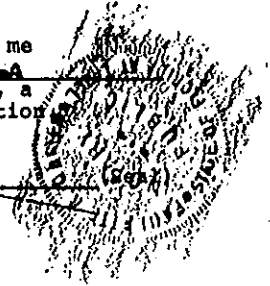


Commission Expiration: Notary Public, State of Florida at Large
My Commission Expires Aug. 28, 1985

STATE OF Florida
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 20th day of DECEMBER, 1984, by QMA
FINAN, Vice-President, of ICM MORTGAGE CORPORATION, a
corporation, on behalf of the corporation.

[Signature]
Notary Public



Commission Expiration: Notary Public, State of Florida at Large
My Commission Expires Aug. 28, 1985

01 03 08
40
41
42
43
Tot 5.00

SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINEBROOK TOWNHOUSES

85088905

O.R. 5083 PAGE 279

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made on or as of the 22ND day of APRIL 1985, by th.. undersigned:

1. 01MAY 5.00
TOTAL 5.00 CHK

WITNESSTH:

WHEREAS, Pulte Home Corporation, A Michigan corporation ("Developer") filed the Declaration of Covenants, Easements and Restrictions for Pinebrook Townhouses (hereinafter the "Declaration") in O.R. Book 5886, page 1305, Public Records of Pinellas County, Florida; and

WHEREAS, Developer filed an amendment to the Declaration at O.R. 5941, page 1584, Public Records of Pinellas County, Florida; and

WHEREAS, Developer desires to again amend the Declaration in accordance with Article II of the Declaration to submit an additional Unit in Pinebrook Phase Two.

NOW THEREFORE, in accordance with said Article II the Developer hereby declares that the following additional real property shall be subject to the Declaration:

Pinebrook Estates, Phase Two, Unit 3 according to the plat thereof recorded in Plat Book 91, page 19, Public Records of Pinellas County, Florida.

The above described additional real property shall be held, sold, and conveyed subject to all easements, restrictions and conditions set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this second amendment to be executed as of the 22ND day of APRIL 1985.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION

John W. Freeman
Sierra Jackson

By: John W. Freeman
John W. Freeman,
Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22ND day of APRIL, 1985, by JOHN W. FREEMAN, Attorney-in-Fact for Pulte Home Corporation, a Michigan corporation, on behalf of the corporation.

Return to

This instrument prepared by
F. WOODROW COLEMAN of
Fowler, White, Gilten, Boggs,
Villereal & Banker
P. O. Box 1438
Tampa, FL 35601

MAR 1 2 54 PM '85

Jeanne W. Fitch
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 17, 1987
Bonded thru Aycis/Sierra Insurance Agency

4/20/85

01 Cash 9.00
40 Rec
41 DS
43 Int 9.00
Tot

DEVELOPER'S AGREEMENT

85073137

WHEREAS, Pulte Home Corporation ("Developer") filed the Declaration of Covenants, Easements and Restrictions (the "Declaration") for Pinebrook Towne Houses in O.R. Book 5986, Page 1305 of the Public Records of Pinellas County, Florida and re-recorded in O.R. Book 5939, Page 1348 of the Public Records of Pinellas County, Florida. Said Declaration has been amended by Amendment recorded in O.R. Book 5941, Page 1548 of the Public Records of Pinellas County, Florida.

WHEREAS, Article V of the Articles of Incorporation of Pinebrook Towne House Association, Inc. provides as follows:

"CLASS B. The Class B Member shall be the Developer who shall be entitled to (a) three (3) votes for each Townhouse Lot and (b) three (3) votes for each proposed residential dwelling which is not a Townhouse Lot (because it has not been submitted to the Declaration by Developer) shown on the "Master Plan of Development of Pinebrook Estates, Phase Two, Units 2 through /," approved as a planned residential unit development by the City Council of Pinellas Park, Florida, on July 28, 1983, and (c) three (3) votes for each proposed residential dwelling which is not a Townhouse Lot (because it has not been submitted to the Declaration by Developer) shown on the "Master Plan of Development of Pinebrook Estates, Phase Two, Unit 3", to be approved by the City Council of Pinellas Park, Florida."

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Developer agrees with and for the benefit of purchasers of townhouse lots (hereinafter "Townhouse Lots") that Developer will not exercise its votes for proposed residential dwellings which are not Townhouse Lots because they have not been submitted to the Declaration. Developer does, however, retain its right to exercise three (3) votes for each Townhouse Lot owned by Developer.

APR 11 10 28 AM '85

Return → This instrument prepared by
F. WOODROW COLEMAN of
Fowler, White, Giffen, Gogge,
Villareal & Banker
P. O. Box 1438
Tampa, FL 33601

Richard M. Maus

Vance Cray
As to John W. Freemann

PULTE HOME CORPORATION,
a Delaware corporation

By: John W. Freeman
John W. Freemann

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of April, 1985, by JOHN W. FREEMAN, as Attorney-in-fact of PULTE HOME CORPORATION, a Delaware corporation, on behalf of the corporation.

Jessie W. Hill
Notary Public



My Commission Expires,
Notary Public, Florida, State at Large
My Commission Expires Oct. 17, 1987.
Bonded thru Ayres/Sierra Insurance Agency

**ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
PINEBROOK TOWNE HOUSE ASSOCIATION, INC.**

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

The following language has been adopted to amend Article XIV COVENANT FOR MAINTENANCE ASSESSMENTS, Section 4 Compliance Assessment Lien, shall be reworded and shall read as follows:

Article XIV

Section 4. Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations of an Owner contained in this Declaration. Upon the failure of an Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation cleaning, repair, maintenance, and reconstruction activities, and the removal of illegal improvements, disconnecting or withholding utilities, services or maintenance provided by or through the Association until the owner complies with his obligations to the Association, or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed a "Compliance Assessment" against the Townhouse Lot of the non-complying Owner, and shall be immediately due and payable from the non-complying Owner to the Association.

86106829

THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINEBROOK TOWNHOUSES

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made on or as of the 25th day of April, 1986, by the undersigned:

WITNESSETH:

WHEREAS, Pulte Home Corporation, a Michigan corporation ("Pulte") filed the Declaration of Covenants, Easements and Restrictions for Pinebrook Townhouses (hereinafter the "Declaration") in O.R. Book 5886, Page 1305, Public Records of Pinellas County, Florida; and

WHEREAS, Pulte filed an amendment to the Declaration at O.R. 5941, Page 1584, Public Records of Pinellas County, Florida; and

WHEREAS, Pulte filed a Second Amendment to the Declaration at O.R. Book 5983, Page 279, Public Records of Pinellas County, Florida; and

WHEREAS, Pulte has deeded:

Lots 1 through 51 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 4, according to map or plat recorded in Plat Book 92, Pages 3 and 4 of the Public Records of Pinellas County, Florida; and

Lots 1 through 39 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 5, according to map or plat recorded in Plat Book 92, Pages 5 and 6 of the Public Records of Pinellas County, Florida,

to HOOKER HOMES, INC. and NONA BARNES, INC., Georgia corporations d/b/a HOOKER BARNES HOMES ("Hooker/Barnes"); and

WHEREAS, Hooker/Barnes desires to again amend the Declaration in accordance with Article II of the Declaration to submit additional Units in Pinebrook Phase Two.

14 14502414 72 1. 16M86
40 13.00
TOTAL 13.00 CHK

01 Cash
40 Rec 13.00
41 DS
43 Int
Tot 13.00 oit

Return to

This instrument prepared by F. WOODROW CLEMAN of Fowler, White, Gilien, Boggs, Vincent & Boehler P. O. Box 1435 Yeehaw FL 32921

MAY 16 5 32 PM '86

Deal

11/15

NOW, THEREFORE, in accordance with said Article II Hooker/Barnes hereby declares that the following additional real property shall be subject to the Declaration:

Lots 1 through 51 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 4, according to map or plat recorded in Plat Book 92, Pages 3 and 4 of the Public Records of Pinellas County, Florida; and

Lots 1 through 39 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 5, according to map or plat recorded in Plat Book 92, Pages 5 and 6 of the Public Records of Pinellas County, Florida,

The above described additional real property shall be held, sold and conveyed subject to all easements, restrictions and conditions set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed as of the 25th day of April, 1986.

Signed, sealed and delivered in the presence of:

HOOKER HOMES, INC., a Georgia corporation

Mark K. Evans

By: [Signature]

Rose Hall
As to Mr. Rick Carruthers

NONA BARNES, INC., a Georgia corporation

Mark K. Evans

By: [Signature]

Rose Hall
As to Mr. Rick Carruthers

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of April, 1986, by Rick Carruthers, Vice - President of HOOKER HOMES, INC. a Georgia corporation, on behalf of the corporation.

Mark K. Evans
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 27, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE

[Handwritten initials]

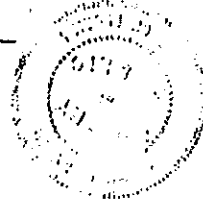
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this
21 day of April, 1986, by Rick Carothers,
Vice - President of NONA BARNES, INC. a Georgia
corporation, on behalf of the corporation.

Mark K. Evans
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 27, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE



FWC1/nn

Handwritten initials



INST # 94-223201
AUG 5, 1994 11:49AM

PINELLAS COUNTY FLA.
OFF. REC. BK 8747 PG 1086

RECORDED
RUC 10.50
DS _____
INT _____
FRES _____
MIF _____
P/C _____
REV _____
TOTAL 10.50
50

10026219 MBP 08-05-1994 11:24:52
01 CTF-PINEBROOK TOWNE HOUSES
RECORDING 1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
PINEBROOK TOWNE HOUSES**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Easements and Restrictions of Pinebrook Towne Houses, a planned residential unit development, as described in official record book 5886, Page 1905 and Book 88 at Pages 65 and 66 of the official Records of Pinellas County, Florida, were duly adopted as required by said Declaration at the Special meeting of the membership held on May 23, 1994, and subsequent reconvenings on June 27, 1994 and July 25, 1994, that is, by having obtained the affirmative vote of seventy-five percent (75%) of the eligible ownership pursuant to Article XV thereof.

IN WITNESS WHEREOF, we have affixed our hands and seal this 3rd day of August, 1994, in Pinellas County, Florida.

Witnesses: Devon C. Preidis Devon C. Preidis

PINEBROOK TOWNE HOUSE ASSOCIATION, INC.

Witnesses: John E. Conley John E. Conley

Jack Harris, Jr.
Print Name:

BY: Jack Harris, Jr.
Jack Harris, President

LEE ANN SLATER
Print Name:

BY: Lee Slater
Lee Slater, Vice President

STATE OF FLORIDA :
COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 3rd day of August 1994 by Jack Harris, Jr. and Lee Ann Slater the President and the Vice President, of Pinebrook Towne House Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of August, 1994.



DANNA M WALSH
My Commission 00348406
Expires Apr. 04, 1997

Danna M. Walsh
Signature of Person Taking Acknowledgement
Danna M. Walsh
Name Typed, Printed or Stamped

TO: RAMPART PROPERTIES INC.
10033 9th Street North, Second Floor
St. Petersburg, Florida 33714 2002

Serial Number, If Any

EXHIBIT "A"

1 RECORDING
REC 10.50
DS _____
INT _____
FBES _____
MTF _____
P/C _____
REV _____
TOTAL 10.50
SW

1C026219 MBP 08-05-1994 11:24:52
01 CTF-PINEBROOK TOWNE HOUSES
RECORDING 1 \$10.50

TOTAL: \$10.50
CHECK AMT.TENDERED: \$10.50
CHANGE: \$.00

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
PINEBROOK TOWNE HOUSES**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Easements and Restrictions of Pinebrook Towne Houses, a planned residential unit development, as described in official record book 5886, Page 1305 and Book 88 at Pages 65 and 66 of the official Records of Pinellas County, Florida, were duly adopted as required by said Declaration at the Special meeting of the membership held on May 23, 1994, and subsequent reconvenings on June 27, 1994 and July 25, 1994, that is, by having obtained the affirmative vote of seventy-five percent (75%) of the eligible ownership pursuant to Article XV thereof.

IN WITNESS WHEREOF, we have affixed our hands and seal this 3rd day of August, 1994, in Pinellas County, Florida

Witnesses: Devon C. Preidis Devon C. Preidis

**PINEBROOK TOWNE HOUSE
ASSOCIATION, INC.**

Witnesses: John E. Conley John E. Conley

Jack Harris, Jr.
Print Name:

BY: Jack Harris, Jr.
Jack Harris, President

Lee Ann Slater
Print Name:

BY: Lee Ann Slater
Lee Slater, Vice President

STATE OF FLORIDA :
COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 3rd day of August, 1994 by Jack Harris, Jr. and Lee Ann Slater the President and the Vice President, of Pinebrook Towne House Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of August, 1994.



DANNA M WALSH
My Commission CC349408
Expires Apr. 04, 1997

Danna M Walsh
Signature of Person Taking Acknowledgement
Danna M Walsh
Name Typed, Printed or Stamped

RETURN TO:
RAMPART PROPERTIES INC.
10033 9th Street North, Second Floor
St. Petersburg, Florida 33716-3805

Serial Number, If Any _____

**ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
PINEBROOK TOWNE HOUSE ASSOCIATION, INC.**

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

The following language has been adopted to amend Article XIV COVENANT FOR MAINTENANCE ASSESSMENTS, Section 4 Compliance Assessment Lien., shall be reworded and shall read as follows:

Article XIV

Section 4. Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations of an Owner contained in this Declaration. Upon the failure of an Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation cleaning, repair, maintenance, and reconstruction activities, and the removal of illegal improvements, disconnecting or withholding utilities, services or maintenance provided by or through the Association until the owner complies with his obligations to the Association, or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed a "Compliance Assessment" against the Townhouse Lot of the non-complying Owner, and shall be immediately due and payable from the non-complying Owner to the Association.

85012455

AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINEBROOK TOWNHOUSES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS Made on or as of the 17th day of December, 1984, by the undersigned parties:

WITNESS:

WHEREAS, Pulte Home Corporation ("Developer") filed the Declaration of Covenants, Easements and Restrictions for Pinebrook Townhouses (hereinafter the "Declaration") at O. R. Book 5886, page 1305, Public Records of Pinellas County, Florida; and

WHEREAS, Developer intended that the Declaration provide that the initial Annual Assessment would be \$600.00, payable monthly at \$50.00 per month; and

WHEREAS, the last line on page 17 of the Declaration erroneously read as follows:

"Annual Assessment shall be Fifty and No/100 Dollars (\$50.00)"

15 15684254 40 1. 01MCE
40 9.00
TOTAL 9.00 CHM

NOW THEREFORE, in accordance with Section 5 of Article XV of the Declaration, the undersigned, being the Owners of no less than three-fourths (3/4) of the Townhouse Lots and holder of three-fourths (3/4) of the first mortgages on Townhouses, do hereby amend the Declaration so that the last line on page 17 of the Declaration reads as follows:

"...Annual Assessment shall be Six Hundred and No/100 Dollars (\$600.00)..."

The Developer hereby certifies that on the date hereof Developer owns more than three-fourths (3/4) of the lots on which Developer has constructed a Townhouse and ICM Mortgage Corporation now holds at least three-fourths (3/4) of the first mortgages on the Townhouses on said lots.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the 17th day of December, 1984.

Signed, sealed and delivered in the presence of:

PULTE HOME CORPORATION

Vicki Branch

By: John W. Freeman
John W. Freeman,
Attorney-in-Fact

Sylvia J. Pettys

ICM MORTGAGE CORPORATION

Anne Stewart Gray

By: John W. Freeman

John W. Freeman

Return to
This instrument prepared by
F. WOODROW COLEMAN of
Fowler, White, Gillen, Boggs,
Villareal & Banker
P. O. Box 1438
Tampa, FL 33601

01 Cash All Chg
40 Rec 9.00
41 DS
43 Int
Tot 9.00
BA

MADE IN FLORIDA
Karlson & Associates
REGISTERED
MAY 1 3 12 PM '85

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 17th day of December, 1984, by JOHN W. FREEMAN
Attorney-In-Fact for PULTE HOME CORPORATION, a Delaware
corporation, on behalf of the corporation.

Vicki Diane Edmond
Notary Public



Commission Expiration:

Notary Public, Florida, State at Large
My Commission Expires Aug. 19, 1985

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 17th day of December, 1984, by OLGA FINE
Vice President of ICM MORTGAGE CORPORATION, a Delaware
corporation, on behalf of the corporation.

Vicki Diane Edmond
Notary Public



Commission Expiration:

Notary Public, Florida, State at Large
My Commission Expires Aug. 19, 1985

111
Doc 9.00
DS
43 Int
Tot 9.00 ml

THIS INSTRUMENT WAS PREPARED BY:
Pulte Home Corporation
P. O. Box 270900
Tampa, Florida 33688

D. 5957 PAGE 102

85059283

AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR PINEBROOK TOWNHOUSES

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS Made on or as of the 20th day of DECEMBER,
1984, by the undersigned parties:

WITNESS:

WHEREAS, Pulte Home Corporation ("Developer") filed the
Declaration of Covenants, Easements and Restrictions for
Pinebrook Townhouses (hereinafter the "Declaration") at C.
R. Book 5886, page 1305, Public Records of Pinellas County,
Florida; and

WHEREAS, Developer intended that the Declaration provide
that the initial Annual Assessment would be \$600.00, payable
monthly at \$50.00 per month; and

15 15688252 40
40
1. 25MC85
9.00
9.00 CHK

WHEREAS, the last line on page 17 of the Declaration^{TOTAL}
erroneously read as follows:

"Annual Assessment shall be Fifty and No/100 Dollars
(\$50.00)"

NOW THEREFORE, in accordance with Section 5 of Article
XV of the Declaration, the undersigned, being the Owners of
no less than three-fourths (3/4) of the Townhouse Lots and
holder of three-fourths (3/4) of the first mortgages on
Townhouses, do hereby amend the Declaration so that the last
line on page 17 of the Declaration reads as follows:

"...Annual Assessment shall be Six Hundred and No/100
Dollars (\$600.00)..."

The Developer hereby certifies that on the date hereof
Developer owns more than three-fourths (3/4) of the lots on
which Developer has constructed a Townhouse and ICM Mortgage
Corporation now holds at least three-fourths (3/4) of the
first mortgages on the Townhouses on said lots.

IN WITNESS WHEREOF, the undersigned have caused this
Amendment to be executed as of the 20th day of DECEMBER,
1984.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION

[Signature]
Virginia M. Hadden

By: [Signature]
John W. Freeman,
Attorney-in-Fact

ICM MORTGAGE CORPORATION

[Signature]
Virginia M. Hadden

By: [Signature]

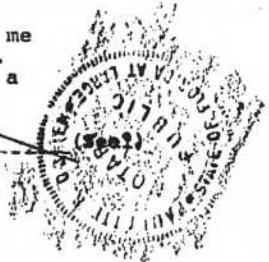
MAILED
DEC 25 12 30 PM '85
CLERK CHIEF
Kathleen A. ...

RETURN TO: STEWART TITLE OF TAMPA
1741 W. FLETCHER
P. O. BOX 270220
TAMPA, FLORIDA 33612

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 20th day of DECEMBER, 1964, by JOHN W.
FREEMAN, Attorney-in-Fact for PULTE HOME CORPORATION, a
Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public



Commission Expiration:

Notary Public, State of Florida at Large
My Commission Expires Aug. 28, 1965

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me
this 25th day of DECEMBER, 1964, by AAA
FINCH, VICE-PRESIDENT, of ICM MORTGAGE CORPORATION, a
corporation, on behalf of the corporation.

[Signature]
Notary Public



Commission Expiration:

Notary Public, State of Florida at Large
My Commission Expires Aug. 28, 1965

01 03 11 Chg
40 5.00
41 05
42 11
Tot 5.00

SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINEBROOK TOWNHOUSES

85088965

O.R. 5983 PAGE 279

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made on or as of the 22nd day of April 1985, by th.. undersigned:

14 14795796 72
92
TOTAL 5.00
5.00 CHG

WITNESSTH:

WHEREAS, Pulte Home Corporation, A Michigan corporation ("Developer") filed the Declaration of Covenants, Easements and Restrictions for Pinebrook Townhouses (hereinafter the "Declaration") in O.R. Book 5886, page 1305, Public Records of Pinellas County, Florida; and

WHEREAS, Developer filed an amendment to the Declaration at O.R. 5941, page 1584, Public Records of Pinellas County, Florida; and

WHEREAS, Developer desires to again amend the Declaration in accordance with Article II of the Declaration to submit an additional Unit in Pinebrook Phase Two.

NOW THEREFORE, in accordance with said Article II the Developer hereby declares that the following additional real property shall be subject to the Declaration:

Pinebrook Estates, Phase Two, Unit 3 according to the plat thereof recorded in Plat Book 91, page 19, Public Records of Pinellas County, Florida.

The above described additional real property shall be held, sold, and conveyed subject to all easements, restrictions and conditions set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this second amendment to be executed as of the 22nd day of April 1985.

Signed, sealed and delivered in the presence of:

John W. Freeman
Sierra Insurance

PULTE HOME CORPORATION

By: John W. Freeman
John W. Freeman,
Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of April, 1985, by JOHN W. FREEMAN, Attorney-in-Fact for Pulte Home Corporation, a Michigan corporation, on behalf of the corporation.

Jeanne W. Hieb
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Oct. 17, 1987
Bonded thru Aycrs/Sierra Insurance Agency

Max 1 2 54 PM '85

Return to

This instrument prepared by
F. WOODROW GOSLEMAN of
Fowler, White, Gilten, Boggs,
Vill, real & Banker
P. O. Box 1438
Tampa, FL 33601

4/20/85

DEVELOPER'S AGREEMENT

01 Cash	9.00
40 Rec	
41 DS	
43 Int	
Tot	9.00

85073137

WHEREAS, Pulte Home Corporation ("Developer") filed the Declaration of Covenants, Easements and Restrictions (the "Declaration") for Pinebrook Towne Houses in O.R. Book 5886, Page 1305 of the Public Records of Pinellas County, Florida and re-recorded in O.R. Book 5939, Page 1368 of the Public Records of Pinellas County, Florida. Said Declaration has been amended by Amendment recorded in O.R. Book 5941, Page 1548 of the Public Records of Pinellas County, Florida.

WHEREAS, Article V of the Articles of Incorporation of Pinebrook Towne House Association, Inc. provides as follows:

"CLASS B. The Class B Member shall be the Developer who shall be entitled to (a) three (3) votes for each Townhouse Lot and (b) three (3) votes for each proposed residential dwelling which is not a Townhouse Lot (because it has not been submitted to the Declaration by Developer) shown on the "Master Plan of Development of Pinebrook Estates, Phase Two, Units 2 through /," approved as a planned residential unit development by the City Council of Pinellas Park, Florida, on July 28, 1983, and (c) three (3) votes for each proposed residential dwelling which is not a Townhouse Lot (because it has not been submitted to the Declaration by Developer) shown on the "Master Plan of Development of Pinebrook Estates, Phase Two, Unit 3", to be approved by the City Council of Pinellas Park, Florida."

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Developer agrees with and for the benefit of purchasers of townhouse lots (hereinafter "Townhouse Lots") that Developer will not exercise its votes for proposed residential dwellings which are not Townhouse Lots because they have not been submitted to the Declaration. Developer does, however, retain its right to exercise three (3) votes for each Townhouse Lot owned by Developer.

APR 11 10 28 AM '85

Return → This instrument prepared by
 F. WOODROW COLEMAN of
 Fowler, White, Gilten, Boggs,
 Villareal & Banker
 P. O. Box 1438
 Tampa, FL 33601

Ken A. Mills
Vanet Bray
As to John W. Freemann

PULTE HOME CORPORATION,
a Delaware corporation
By: John W. Freemann
John W. Freemann

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of April, 1985, by JOHN W. FREEMAN, as Attorney-in-fact of PULTE HOME CORPORATION, a Delaware corporation, on behalf of the corporation.

Janice W. Hill
Notary Public



My Commission Expires,
Notary Public, Florida, State at Large
My Commission Expires Oct. 17, 1987.
Bonded thru Ayers/Sierra Insurance Agency

86106829

THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PINEBROOK TOWNHOUSES

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made on or as of the 25th day of April, 1986, by the undersigned:

WITNESSETH:

WHEREAS, Pulte Home Corporation, a Michigan corporation ("Pulte") filed the Declaration of Covenants, Easements and Restrictions for Pinebrook Townhouses (hereinafter the "Declaration") in O.R. Book 5886, Page 1305, Public Records of Pinellas County, Florida; and

WHEREAS, Pulte filed an amendment to the Declaration at O.R. 5941, Page 1584, Public Records of Pinellas County, Florida; and

WHEREAS, Pulte filed a Second Amendment to the Declaration at O.R. Book 5983, Page 279, Public Records of Pinellas County, Florida; and

WHEREAS, Pulte has deeded:

Lots 1 through 51 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 4, according to map or plat recorded in Plat Book 92, Pages 3 and 4 of the Public Records of Pinellas County, Florida; and

Lots 1 through 39 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 5, according to map or plat recorded in Plat Book 92, Pages 5 and 6 of the Public Records of Pinellas County, Florida,

to HOOKER HOMES, INC. and NONA BARNES, INC., Georgia corporations d/b/a HOOKER BARNES HOMES ("Hooker/Barnes"); and

WHEREAS, Hooker/Barnes desires to again amend the Declaration in accordance with Article II of the Declaration to submit additional Units in Pinebrook Phase Two.

01 Cash
40 Rec 13.00
41 DS
43 Int
Tot 13.00 01+

19 14802414 72
40 13.00
TOTAL 13.00 CHK

Return to

This instrument prepared by F. WOODROW CLEMAN of Fowler, White, Gillen, Boggs, Wilczel & Barber P. O. Box 1425 Laguna, FL 33601

MAY 16 5 32 PM '86

4/15

NOW, THEREFORE, in accordance with said Article II Hooker/Barnes hereby declares that the following additional real property shall be subject to the Declaration:

Lots 1 through 51 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 4, according to map or plat recorded in Plat Book 92, Pages 3 and 4 of the Public Records of Pinellas County, Florida; and

Lots 1 through 39 inclusive of PINEBROOK ESTATES PHASE TWO, UNIT 5, according to map or plat recorded in Plat Book 92, Pages 5 and 6 of the Public Records of Pinellas County, Florida,

The above described additional real property shall be held, sold and conveyed subject to all easements, restrictions and conditions set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed as of the 25th day of April, 1986.

Signed, sealed and delivered in the presence of:

HOOKER HOMES, INC., a Georgia corporation

Mark K. Evans

By: [Signature]

Rose Hall
As to Mr. Rick Caruthers

NONA BARNES, INC., a Georgia corporation

Mark K. Evans

By: [Signature]

Rose Hall
As to Mr. Rick Caruthers

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of April, 1986, by Rick Caruthers, Vice-President of HOOKER HOMES, INC. a Georgia corporation, on behalf of the corporation.

Mark K. Evans
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept 27, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE

my
4/11

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this
21 day of April, 1986, by Rick Carothers,
Vice - President of NONA BARNES, INC. a Georgia
corporation, on behalf of the corporation.

Mark K. Evans
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 27, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE



FWC1/nn

Handwritten marks: a checkmark and the number 22.

L

1 RECORDED
REC 10.50
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 10.50
SW

1C026219 MBP 08-05-1994 11:24:52
01 CTF-PINEBROOK TOWNE HOUSES
RECORDING 1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
PINEBROOK TOWNE HOUSES**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Easements and Restrictions of Pinebrook Towne Houses, a planned residential unit development, as described in official record book 5886, Page 1305 and Book 88 at Pages 65 and 66 of the official Records of Pinellas County, Florida, were duly adopted as required by said Declaration at the Special meeting of the membership held on May 23, 1994, and subsequent reconvenings on June 27, 1994 and July 25, 1994, that is, by having obtained the affirmative vote of seventy-five percent (75%) of the eligible ownership pursuant to Article XV thereof.

IN WITNESS WHEREOF, we have affixed our hands and seal this 3rd day of August, 1994, in Pinellas County, Florida.

Witnesses: Devon C. Preidis Devon C. Preidis

**PINEBROOK TOWNE HOUSE
ASSOCIATION, INC.**

Witnesses: John E. Conley John E. Conley

Jack Harris Jr.
Print Name:

BY: Jack Harris
Jack Harris, President

LEE ANN SLATER
Print Name:

BY: Lee Slater
Lee Slater, Vice President

STATE OF FLORIDA :
COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 3rd day of August, 1994 by Jack Harris, Jr. and Lee Ann Slater the President and the Vice President, of Pinebrook Towne House Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3rd day of August, 1994.



DANNA M WALSH
My Commission CC349408
Expires Apr. 04, 1997

Danna M. Walsh
Signature of Person Taking Acknowledgement

Danna M. Walsh
Name Typed, Printed or Stamped

RETURN TO: **RAMPART PROPERTIES INC.**
10033 9th Street North, Second Floor
St. Petersburg, Florida 33716-3805

Serial Number, If Any

**ADOPTED AMENDMENT TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF
PINEBROOK TOWNE HOUSE ASSOCIATION, INC.**

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

The following language has been adopted to amend Article XIV COVENANT FOR MAINTENANCE ASSESSMENTS, Section 4 Compliance Assessment Lien., shall be reworded and shall read as follows:

Article XIV

Section 4. Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations of an Owner contained in this Declaration. Upon the failure of an Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation cleaning, repair, maintenance, and reconstruction activities, and the removal of illegal improvements, disconnecting or withholding utilities, services or maintenance provided by or through the Association until the owner complies with his obligations to the Association, or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed a "Compliance Assessment" against the Townhouse Lot of the non-complying Owner, and shall be immediately due and payable from the non-complying Owner to the Association.