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## OLD PALM HARBOR VILLAGE CENTER

A Commercial Business Park

02-143707 APR-17-2002 8:48AM  
PINELLAS CO BK 11950 PG 654



### DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by JVN ENTERPRISES, INC., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner and Developer of certain property in the County of Pinellas, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof by reference;

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

### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to OLD PALM HARBOR VILLAGE CENTER ASSOCIATION, INC. a Florida non-profit corporation, its successors and assigns

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a legal title to any Lot which is a part of the properties including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in

**Exhibit A** attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean the Easements granted in Article II for the common use and enjoyment of the Owners and their respective representatives, tenants, agents, business invitees and guests.

Section 5. "Lot" shall mean and refer to those parcels of land described in **Exhibits B-1, B-2, B-3 and B-4**, attached hereto. Each Lot shall be subject to the Easements set forth in Article II.

Section 6. "Declarant" shall mean and refer to JVN ENTERPRISES, INC.

Section 7. "Developer" shall mean and refer to JVN ENTERPRISES, INC.

Section 8. "Initial Grantees" shall mean and refer to Meridian Asset Corporation, Grand Bay Properties, Inc., and Nancy Hogue.

## **ARTICLE II**

### **EASEMENTS; COMMON AREAS**

Subject to the provisions set forth in Section 8, below, the following perpetual, nonexclusive blanket easements are hereby created in favor of the Developer, the Association and its Members, and all Owners.

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. No Owner may delegate his right of enjoyment to the Common Areas and facilities appurtenant thereto, except as specified in Section 4, below.

Section 2. Utility and Sanitary Sewer Easements. Utility and sanitary sewer easements are hereby reserved over, under, across and upon each Lot as shown on the site plan for the Property, for the ground level, above ground, and below ground level, installation, maintenance and operation of utility and sanitary sewer services, including, but not limited to, water, gas, sewer, electrical, CATV, telephone and electronic communications with the normal appurtenant pipes, lines, wires, poles, braces, transformers and required equipment for the providing of the utility and sewer services.

Section 3. Drainage Easements. Drainage easements are hereby reserved over, under across and upon each Lot, as shown on the site plan for the Property, for surface and underground water drainage and the right of excavation and maintenance of ditches swales, retention areas, ponds, and the installation, maintenance and operation of drainage facilities including but not limited to

drains pipes, culverts, pumps, retaining walls, catch basins and all other drainage facilities as required. Developer and the Association shall have the right, but without obligation, to alter the drainage and drainage facilities, including slope control areas, provided any such alteration shall not materially adversely affect any Lot.

Section 4. Ingress, Egress and Parking Easements. Ingress, egress and parking easements are hereby reserved over, across and upon each Lot for vehicular and pedestrian ingress, egress and parking, including the construction, installation and maintenance of walks, paths, roads as appropriately required and it is contemplated that all roadways and parking areas shall be shared among all Lot Owners. The ingress, egress and parking easement shall be available to all Owners and their respective representatives, tenants, agents, business invitees and guests, including, but not limited to, the business public coming on site to see any Owner, occupant or tenant.

Section 5. The Granting of Additional Easements. The Developer, and the Association with the approval of a majority vote of the Members, shall each have the right hereafter to convey such additional easements, permits and licenses encumbering the Property or any Lot as may be deemed necessary or desirable on an exclusive or non-exclusive basis, to any person, corporation or governmental entity, provided, however, that such additional easements shall not unreasonably interfere with the use thereof by the Owner. The specific location of any such apparatus, equipment or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association.

Section 6. Reciprocal Easements. There shall be reciprocal appurtenant easements over, under and across each Lot for access to, maintenance, inspection and repair of any apparatus, equipment and facilities serving more than one Lot, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot shall be reimbursed for any significant physical damage to his Lot as a result of such exercise.

Section 7. Provisions Applicable to all Easements. All of the foregoing Easements shall be subject to the following general provisions:

(a) the right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of this Declaration or any amendment thereto, or of the Association's duly enacted rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, or to assign any rights of the Association; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3rds) of the Members, has been recorded;

(c) the right of the Association to promulgate reasonable rules and regulations consistent with the purpose and use of the Common Areas as provided herein;

(d) the Easements and Common Areas shall be for the use and benefit of the Owners, Developers, Association and its Members, for any proper purpose, and the use of any Easement or Common Area, shall not unreasonably interfere with the use thereof by the Owner of the Lot nor abridge the equal rights of other Owners to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his representatives, tenants, agents, and business invitees, and the cost of repairing same shall be a lien against such Owner's Lot, which may be foreclosed upon in the same manner as an unpaid assessment;

(e) the Owner of any Lot shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment, apparatus or facilities placed on, in, over or under the Property or any Lot, which is utilized for the provision of common benefits or services to other Lots; and

(f) Subject to any other terms or provisions of this Declaration regarding maintenance, the easement areas of each Lot and all facilities, apparatus and equipment located in such easement areas for the provision of services incident to the purpose of such easements, shall be maintained continuously by, and at the expense of the Association, except for those improvements for which a public authority or utility company is responsible.

### ARTICLE III

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A. Class A Members shall be all Lot Owners, unless they otherwise qualify as Class B Members, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, nor shall the vote be apportioned or divided.

Class B. Class B Members shall be the Initial Grantees and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease when either the total

votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or when a Certificate of Occupancy has been issued on three-fourths (3/4ths) of the Lots.

#### ARTICLE IV

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned and subject to the Declaration of OLD PALM HARBOR VILLAGE CENTER, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided.

The Association shall have a lien upon each Lot for all unpaid assessments, late charges and interest. The lien shall also include a reasonable attorney's fee and all costs incurred in the collection of the delinquent assessments, and the enforcement of the lien, including but not limited to, all trial, post-judgment collection, and appellate costs and fees. This lien shall be exercised by recording upon the Public Records of Pinellas County, Florida, a Claim of Lien in the name of the Association, stating the amount due, the date when due, a description of the lot against which the assessment is made, and the name of the record owner thereof.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the party who was the owner of such property at the time when the assessment fell due. The purchaser or grantee of any Lot, by accepting title to any Lot, assumes personal liability for any unpaid assessments, and shall thereafter be jointly and severally liable with the prior owner for any such unpaid assessments.

Section 2. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is recorded prior to the recording of a notice of lien as to the portion of the Property encumbered by such mortgage. Sale or transfer of a Lot shall not affect the assessment lien against the Lot. However, the sale or transfer of any Lot pursuant to foreclosure of any first mortgage as described in this section, or any proceeding in lieu thereof, shall extinguish the lien of assessments only as to those payments which became due prior to such sale or transfer. No sale or transfer shall release any Lot from liability for assessment payments thereafter becoming due or from the lien thereof. The purchaser of the

property at any foreclosure sale, and any successors in title from such purchaser, shall have no personal liability for any unpaid assessments that existed prior to the date of the foreclosure sale.

Section 3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the properties for the improvement and maintenance of the Common Area or other areas governed by the Association and for enforcement of the provisions of this Declaration, Supplemental Declarations and Association rules and regulations.

Section 4. Annual Assessments. The Association may fix the annual assessment and may further fix the timing of such assessments.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast two-thirds (2/3rds) of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Individual Lot Assessments. The Association may levy an individual Lot assessment for reasonable costs and expenses which it may incur in the enforcement of the provisions of this Declaration or Supplemental Declaration against any Lot Owner who may violate the provisions hereof.

Section 8. Rate of Assessment. All initial, annual and special assessments are fixed at the following rates:

Lot 1	30.00%
Lot 2	19.00%
Lot 3	19.00%
Lot 4	32.00%

Assessments shall be payable in advance, and may be collected on a monthly, quarterly, semi-annual or annual basis at the option of the Association.

Section 9. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the calendar month following the last conveyance of any Lot(s), by the Developer, to the Initial Grantee(s). The Association shall fix the amount of the annual assessment against each 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 dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. If any Lot Owner shall fail to pay any assessment within thirty (30) days from the date on which it becomes due and payable, then the Association may levy a late charge as an additional assessment against the delinquent owner, and may collect the same as is provided for the collection of assessments herein. All unpaid assessments will bear interest at eighteen percent (18%) per annum from the due date until the date of payment. This interest will be in addition to any late charge established by the Association in accordance with the provisions of this paragraph.

The lien shall include a reasonable attorney fee and all costs incurred in the collection of the delinquent assessments, and the enforcement of the lien, including but not limited to, all pursuit, trial, post-judgment collection, and appellate costs and fees.

Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate in the same manner as is authorized for the foreclosure of liens under Chapter 713, of Florida Statutes. In addition, the Association may bring an action at law to recover a money judgment for the unpaid assessment amounts, costs, fees and other charges, without waiving any Claim of Lien right, hereunder.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lots.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. New Construction. Declarant acknowledges that it is in the best interest of the harmony of the Property to create a uniform and cohesive style of architecture throughout the Property. Therefore, prior to building any structure on any Lot, the Lot Owner shall submit three (3)

copies of building plans to the Architectural Committee of the Board of Directors of the Association, which shall be composed of between one (1) and three (3) representatives appointed by the Board. The Architectural Committee may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, elevation drawings and descriptions or samples of exterior materials and colors.

Section 2. Subsequent Appurtenant Structures. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location related to surrounding structures by the Architectural Committee. Notwithstanding the foregoing, however, with respect to those Lots described in Exhibits B-2 and B-3, attached hereto, the Owner of said Lots shall be entitled to construct one or more additional buildings, or additions to buildings, provided that the design of such additional buildings or additions shall be subject to approval by the Architectural Committee in accordance with the terms and provisions of this Article.

Section 3. Time for Approval. Until receipt by the Architectural Committee of any and all plans and specifications, the Architectural Committee may postpone review of any plans submitted for approval. The Architectural Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, in writing.

## ARTICLE VI

### DUTIES, RESPONSIBILITIES AND OBLIGATIONS OF OWNERS

Section 1. Care and Appearance of Buildings and Lots. Each Building and Lot shall be maintained in a structurally sound and neat and attractive manner, including walls, roofs, gutters, downspouts, glass, exterior lighting, signage on buildings, etc., by and at the expense of the Owner. The Owner shall be responsible to maintain all portions of the Owner's Lot, and any improvements thereon, which are not specifically identified herein as the responsibility of the Association. Upon the Owner's failure to do so, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and/or improve the appearance of the Building or Lot in a reasonable and workmanlike manner, with funds of the Association, and with the approval of a majority of the Board of Directors. The Owner of such Building or Lot shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Article IV.

## ARTICLE VII

### **DUTIES, RESPONSIBILITIES AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Powers and Duties. The Association shall have the powers and duties set forth herein and in the Articles and By-laws, including the right to enforce the provisions of this Declaration, and the right to collect assessments for expenses relating to the Common Areas, and such additional rights as may reasonably be implied therefrom. As provided in the Bylaws, the Association may by written action without a meeting take any action authorized hereunder to be taken at a meeting.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot, and the cost thereof may be included in the assessments for maintenance described in Article IV.

Section 3. Maintenance of Common Areas, Lawns, Landscaping, Etc.. Except as otherwise provided for below, all of the Common Areas and all personal property owned by the Association shall be maintained by and at the expense of the Association. All landscaping and irrigation systems and components, whether in Common Areas or not, parking areas, drainage easements, parking lot lighting, signage in Common Areas, and the exterior painted surfaces of all buildings shall be the sole and exclusive responsibility of the Association and shall be a common expense. The foregoing shall be maintained in such a manner so that the appearance of such areas and items are neat, clean and professional. In the event that the need for maintenance or repair of the Common Area, any personal property owned by the Association, or any other items to be maintained by the Association is caused by the willful or negligent act of an Owner, his tenants, family, guests or invitees, the cost of such maintenance or repair shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot enforceable as provided in Article IV.

Section 4. Liability of Association. The Association and each of its Members from time to time shall not be liable in damages to anyone by reason of mistake in judgment, negligence or nonfeasance of the Association, its Members, agents or employees, arising out of or in connection with conducting the affairs of the Association or the performance or non-performance of any of the business, duties or responsibilities of the Association. The Association shall not be responsible for the compliance of any Owner with any governmental rules or regulations. Any Owner by acquiring title to any Lot, agrees not to bring any action or claim for any such damages against the Association, its Members, agents or employees.

**ARTICLE VIII**

**COMMON AREAS**

The Common Areas shall be subject to the following special covenants, conditions and restrictions, in addition to the general provisions therefore otherwise provided herein:

**Section 1. Parking Areas.** Only parking during normal business hours of the business shall be allowed on the parking areas of the common property. Use of the parking areas shall be limited to vehicle parking. Each Lot Owner shall be limited to the use of one parking space for each 250 square feet of Lot Owner's building. The Association reserves the right to assign parking spaces to the Lot Owners.

**Section 2. Retention Areas.** Retention Areas are for the primary purpose of collecting holding and discharging surface and subsurface drainage waters, and the following provisions are specifically applicable thereto.

(a) All Retention Areas and drainage facilities thereon shall conform to all governmental regulations and shall be maintained in such a manner by the Association so as to provide for the efficient retention and, drainage of water in accordance with sound engineering practices and procedures;

(b) In order to protect and maintain the integrity of the stormwater drainage system and to remain in compliance with the Southwest Florida Water Management District permits on the drainage system and in recognition that the drainage facilities are a part of an approved plan of the Southwest Florida Water Management District, the following restrictions shall be strictly enforced against all Lot Owners occupants and their employees, contractors and servants:

(i) There shall be no alteration of any facility in any manner without applying for and receiving permission from the Association and a permit from the Southwest Florida Water Management District;

(ii) No structures, plantings or other changes to the Retention Areas shall be made except as approved by the Association;

(iii) No Lot Owners abutting the Retention Areas shall allow any impervious surfaces to be constructed or maintained on any banks;

(iv) No grass clippings, oils, chemicals, or other materials shall be allowed to enter into the Retention Areas or into the stormwater drainage systems which flow into the Retention Areas;

(v) No activities upon the Retention Areas shall be permitted except for maintenance, improvements or as may be expressly provided for in the rules and regulations of the Association specifically directed thereto and compatible with the primary purpose of the Retention Areas;

(vi) All Lot Owners abutting the Retention Areas shall not interfere with or obstruct, the waterward and upland portions of the retention pond on the property they own

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, (or any Owner, if the Association fails to take action within a reasonable time), 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declarations shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by vote of 75% of the Lot Owners. This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than one hundred percent (100%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

## ARTICLE X

### USE RESTRICTIONS

Section 1. Commercial and Business Use. The Property and all improvements constructed thereon shall be for commercial or business use only and no portion of such Property or improvements shall be used for residential purposes. No structures shall be constructed upon the Property other than one or two-story buildings, and appurtenances thereto. Except as reserved to the Developer, no Lot may be divided or subdivided into a smaller Lot nor any portion sold or otherwise

transferred without first amending this Declaration to show the changes in the Lots to be affected.

Section 2. Building Size and Landscaping. Each building on any Lot shall not exceed 100% of the building area size as shown on the site plan for heated and cooled space, and any surrounding land must be sodded, with sprinklers and shrubbery.

Section 3. Nuisances. No nuisances shall be allowed upon the Property nor any use or practice which is the cause of nuisances to occupants of which interfere with the peaceful possession and proper use of the property by its occupants. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No Lot Owner shall permit any use of his Lot or make any use of the Common Areas which will increase the rate of insurance upon any part of the Property.

Section 4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies for maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 5. Signs. No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained or permitted in any part of the Common Areas. The right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the Owner of a Lot and to the Association as to any Lot which it may own.

Section 6. Exterior Appearance. All exterior facades of the buildings constructed on any Lot shall be kept free and clear of rubbish, debris and other unsightly material. The exterior facade of each building, along with any awnings, canopies, or other exterior features, must be first approved by the Architectural Committee, pursuant to the provisions as contained in Article V above.

Section 7. Parking. No recreational vehicles, campers, trailers or boats shall be allowed to be parked on the Common Areas or any Lot. Commercial vehicles rated over one-ton capacity are prohibited. Parking of vehicles overnight is prohibited.

Section 8. Signage restrictions. The design and installation of any and all pylon signs, window and building signs, decals, etc., shall be subject to approval by the Association, including, but not limited to, approval regarding the height, square footage, illumination, color, etc., of any such signs.

Section 9. Garbage/Trash Collection. No trash, garbage, rubbish, debris, waste material, or other refuse shall be allowed to accumulate or remain on any part of any Lot. Owners shall deposit all garbage in trash dumpsters. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of any Lot, except by Developer.

Section 10. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

Section 11. Electrical Interference, Antennas. No electrical machinery, device or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception, of any other resident of the Property. This provision shall not prevent Developer from using any equipment required in construction of any improvement upon the Property. No exterior radio, television or other electronic antennas and aeriels shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, or in such other locations as may be approved by the Association.

Section 12. Solar Devices. No solar device of any nature shall be permitted.

Section 13. Carports. No canvas, pipe, or any other type of carport shall be constructed on any Lot or the Common Area.

Section 14. Gas Tanks. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of Building, unless first approved by the Association.

Section 15. Regulations. Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association. Such regulations may be promulgated and amended by a simple majority vote of the Board of Directors.

Section 16. Proviso. Provided, however, that until the Initial Grantees have completed and sold all of the Lots of the Property, neither the Lot Owners nor the Association nor their use of the Property shall interfere with the completion of the contemplated improvements and the sale of the Lots. The Initial Grantees may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing, leasing or rental of Lots and improvements, and the display of signs.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 27 day of March, 2002.

Signed, sealed and delivered in  
the presence of:

Melissa A Beck  
Print Name: MELISSA A. BECK

Korey Meyers  
Print Name: Korey Meyers

Declarant:  
JVN ENTERPRISES, INC., a Florida  
Corporation

By: Paul Russillo  
Paul Russillo, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of March, 2002, by PAUL RUSSILLO, as President of JVN ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced a Florida Driver's License as identification and did/did not take an oath.

*William Ramba*

Notary Public, State of Florida  
My Commission Expires:

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William Rambaum  
MY COMMISSION # CC916655 EXPIRES  
April 21, 2004

UNOFFICIAL

**EXHIBIT "A"**

Lots 1 through 8, Block 48, PALM HARBOR ESTATES, according to the plat thereof, as recorded in Plat Book 18, Page 43 of the Public Records of Pinellas County, Florida.

PARCEL ID No.:01-28-15-65628-048-0010



# OVERBECK & ELLIOTT, INC.

PROFESSIONAL SURVEYORS  
3089 Roosevelt Blvd., Clearwater, Florida 33760  
Phone (727) 524-9666 FAX (727) 524-9328  
Certificate of Authorization, L.P. # 6913

CERTIFIED TO: JVN ENTERPRISES, INC.

PINELLAS COUNTY FLA.  
OFF. REC. BK 11950 PG 569

JOB No. 99101-1  
SEC. 2, TWP. 28 S., RGE. 15 E.  
PINELLAS COUNTY, FLORIDA

### LEGAL DESCRIPTION:

#### PARCEL 1

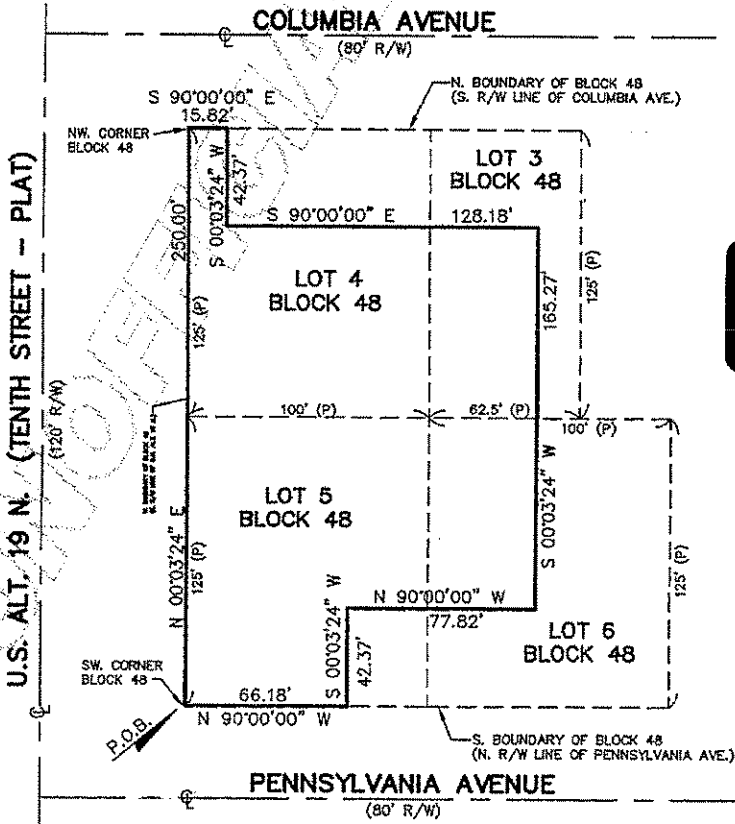
A part of lots 3, 4, 5 and 6, Block 48, PALM HARBOR ESTATES, as recorded in Plat Book 18, Page 43, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Block 48 for a Point of Beginning; thence N 00°03'24" E, along the West boundary of said Block 48 (East right-of-way line of U.S. Alternate Highway 19 North), 250.00 feet to the Northwest corner of said Block 48; thence S 90°00'00" E, along the North boundary of said Block 48 (South right-of-way line of Columbia Avenue), 15.82 feet; thence S 00°03'24" W, 42.37 feet; thence S 90°00'00" E, 128.18 feet; thence S 00°03'24" W, 165.27 feet; thence N 90°00'00" W, 77.82 feet; thence S 00°03'24" W, 42.37 feet to a point on the South boundary of aforesaid Block 48 (North right-of-way line of Pennsylvania Avenue); thence N 90°00'00" W, along said South boundary of Block 48, 66.18 feet to the Point of Beginning.

The above parcel contains 27,272.94 square feet, more or less.



SCALE: 1" = 60'



### SURVEYOR'S NOTES:

- 1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN HEREON.
- 2.) BASIS OF BEARINGS: S. R/W LINE OF COLUMBIA AVE. ASSUMED TO BE S 90°00'00" E.
- 3.) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY No. 125130, PANEL No. 0059 C, PANEL EFFECTIVE DATE 6/1/83, AND THE HEREON DESCRIBED PROPERTY APPEARS TO BE IN ZONES C, B & A 12, WITH A BASE ELEVATION OF 11.0' M.S.L. FOR ZONE A 12.
- 4.) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 5.) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

### ABBREVIATION LEGEND:

F.I.R. FOUND IRON ROD, SIZE INDICATED	SEC. SECTION
S.I.R. SET IRON ROD, 1/2" P.S.M. #3983	TWP. TOWNSHIP
F.I.P. FOUND IRON PIPE, SIZE INDICATED	RGE. RANGE
F.N.D. FOUND NAIL AND DISK	(D) DEED
S.N.D. SET NAIL AND DISK, P.S.M. # 3983	(P) PLAT
F.C.M. FOUND CONCRETE MONUMENT	(M) MEASURED
P.R.M. PERMANENT REFERENCE MONUMENT	(C) CALCULATED
P.C.P. PERMANENT CONTROL POINT	CONC. CONCRETE
P.I. POINT OF INTERSECTION	COV. COVERED
P.C. POINT OF CURVE	ASPH. ASPHALT
P.O.B. POINT OF BEGINNING	PVMT. PAVEMENT
R/W RIGHT-OF-WAY	ELEV. ELEVATION
TYP. TYPICAL	WM WATER METER
PP POWER POLE	LP LIGHT POLE

CERTIFIED AS A SKETCH & LEGAL DESCRIPTION.  
I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER §17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: 2/27/02

EDWARD C. ELLIOTT, P.S.M. # 3983

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



# OVERBECK & ELLIOTT, INC.

PROFESSIONAL SURVEYORS  
3089 Roosevelt Blvd., Clearwater, Florida 33760  
Phone (727) 524-9666 FAX (727) 524-9328  
Certificate of Authorization, L.P. # 6913

CERTIFIED TO: JVN ENTERPRISES, INC.

PINELLAS COUNTY, FLA.  
OFF. REC. BK 11950 PG 870

JOB No. 99101-2  
SEC. 2, TWP. 28 S., RGE. 15 E.  
PINELLAS COUNTY, FLORIDA

### LEGAL DESCRIPTION:

#### PARCEL 2

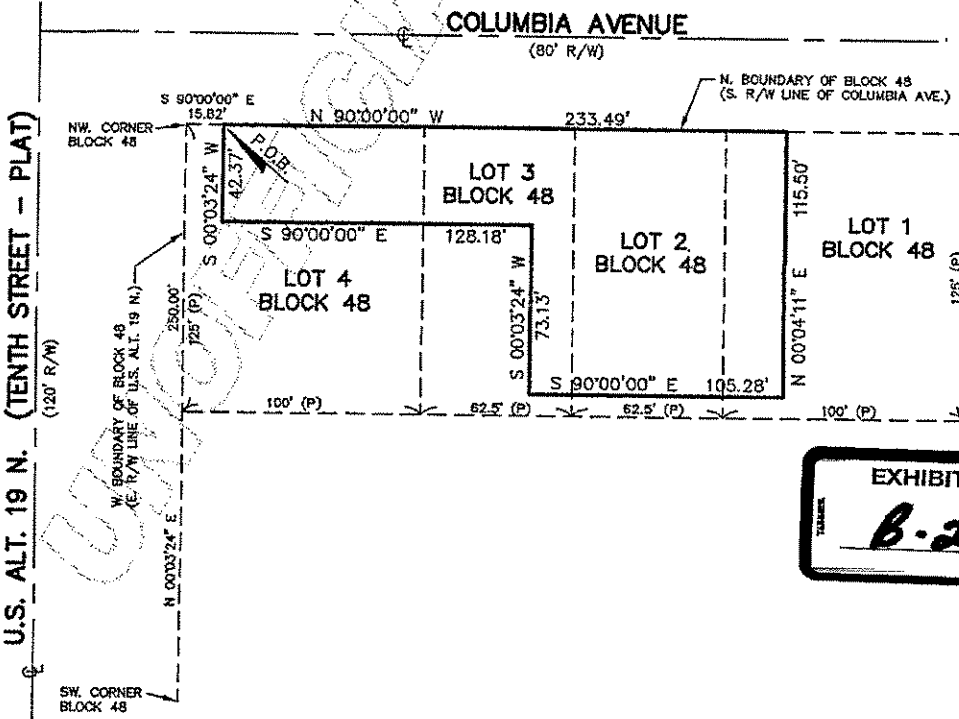
A part of lots 1, 2, 3 and 4, Block 48, PALM HARBOR ESTATES, as recorded in Plat Book 18, Page 43, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Block 48; thence N 00°03'24" E, along the West boundary of said Block 48 (East right-of-way line of U.S. Alternate Highway 19 North), 250.00 feet to the Northwest corner of said Block 48; thence S 90°00'00" E, along the North boundary of said Block 48 (South right-of-way line of Columbia Avenue), 15.82 feet to the Point of Beginning; thence S 00°03'24" W, 42.37 feet; thence S 90°00'00" E, 128.18 feet; thence S 00°03'24" W, 73.13 feet; thence S 90°00'00" E, 105.28 feet; thence N 00°04'11" E, 115.50 feet to a point on the aforesaid North boundary of Block 48 (South right-of-way line of Columbia Avenue); thence N 90°00'00" W, along said North boundary of Block 48, 233.49 feet to the Point of Beginning.

The above parcel contains 17,591.60 square feet, more or less.



SCALE: 1" = 60'



### SURVEYOR'S NOTES:

- 1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN HEREON.
- 2.) BASIS OF BEARINGS: S. R/W LINE OF COLUMBIA AVE. ASSUMED TO BE S 90°00'00" E.
- 3.) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY No. 125139, PANEL No. 0059 C, PANEL EFFECTIVE DATE 6/1/83, AND THE HEREON DESCRIBED PROPERTY APPEARS TO BE IN ZONES C, B & A 12, WITH A BASE ELEVATION OF 11.0' M.S.L. FOR ZONE A 12.
- 4.) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 5.) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

### ABBREVIATION LEGEND:

F.I.R. FOUND IRON ROD, SIZE INDICATED	SEC. SECTION
S.I.R. SET IRON ROD, 1/2" P.S.M. #3983	TWP. TOWNSHIP
F.I.P. FOUND IRON PIPE, SIZE INDICATED	RGE. RANGE
F.N.D. FOUND NAIL AND DISK	(D) DEED
S.N.D. SET NAIL AND DISK, P.S.M. # 3983	(P) PLAT
F.C.M. FOUND CONCRETE MONUMENT	(M) MEASURED
P.R.M. PERMANENT REFERENCE MONUMENT	(C) CALCULATED
P.C.P. PERMANENT CONTROL POINT	CONC. CONCRETE
P.I. POINT OF INTERSECTION	COV. COVERED
P.C. POINT OF CURVE	ASPH. ASPHALT
P.O.B. POINT OF BEGINNING	PVMT. PAVEMENT
R/W RIGHT-OF-WAY	ELEV. ELEVATION
TYP. TYPICAL	WM WATER METER
PP POWER POLE	LP LIGHT POLE

CERTIFIED AS A SKETCH & LEGAL DESCRIPTION  
I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM  
TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA  
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN  
CHAPTER 61G17-5, FLORIDA ADMINISTRATIVE CODE,  
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: 2/27/02

EDWARD C. ELLIOTT, P.S.M. # 3983

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL  
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Certificate of Authorization L.B. # 6913

CERTIFIED TO: JVN ENTERPRISES, INC.

JOB No. 99101-3  
SEC. 2, TWP. 28 S., RGE. 15 E.  
PINELLAS COUNTY, FLORIDA

PINELLAS COUNTY FLA.  
OFF. REC. BK 11950 PG 671

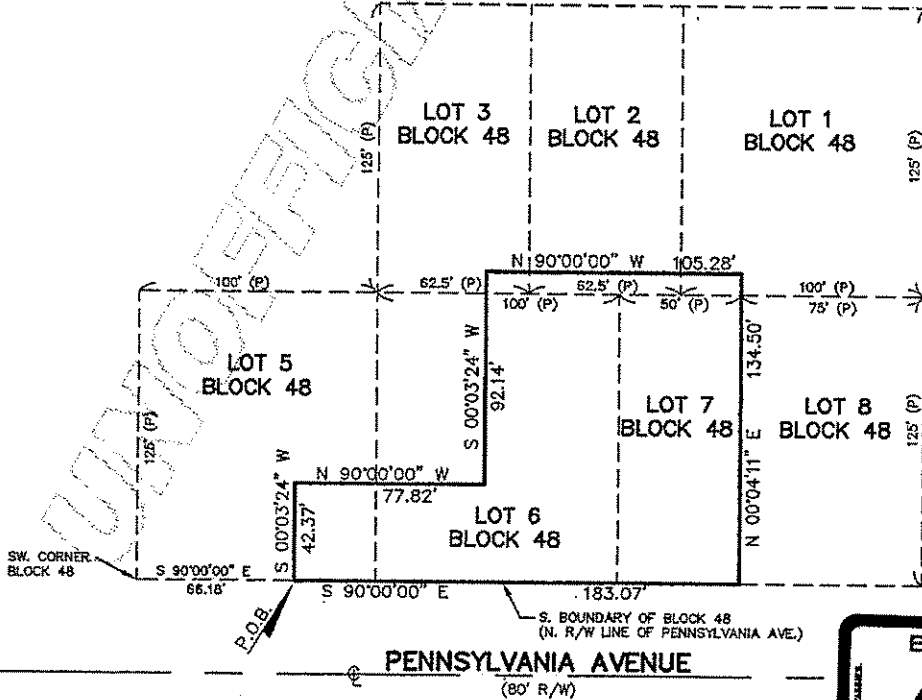
### LEGAL DESCRIPTION:

PARCEL 3

A part of lots 1, 2, 3, 5, 6 and 7, Block 48, PALM HARBOR ESTATES, as recorded in Plat Book 18, Page 43, of the Public Records of Pinellas County, Florida, being more particularly described as follows:  
Commence at the Southwest corner of said Block 48; thence S 90°00'00" E, along the South boundary of said Block 48, (North right-of-way line of Pennsylvania Avenue), 66.18 feet to the Point of Beginning; thence continue S 90°00'00" E, along said South boundary of Block 48, 183.07 feet; thence N 00°04'11" E, 134.50 feet; thence N 90°00'00" W, 105.28 feet; thence S 00°03'24" W, 92.14 feet; thence N 90°00'00" W, 77.82 feet; thence S 00°03'24" W, 42.37 feet to the Point of Beginning.  
The above parcel contains 17,454.72 square feet, more or less.



SCALE: 1" = 60'



### SURVEYOR'S NOTES:

- 1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN HEREON.
- 2.) BASIS OF BEARINGS: S. R/W LINE OF COLUMBIA AVE. ASSUMED TO BE S 90°00'00" E.
- 3.) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY No. 125139, PANEL No. 0059 C, PANEL EFFECTIVE DATE 6/1/83, AND THE HEREON DESCRIBED PROPERTY APPEARS TO BE IN ZONES C, B & A 12, WITH A BASE ELEVATION OF 11.0' M.S.L. FOR ZONE A 12.
- 4.) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 5.) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

### ABBREVIATION LEGEND:

F.I.R. FOUND IRON ROD, SIZE INDICATED	SEC. SECTION
S.I.R. SET IRON ROD, 1/2" P.S.M. #3983	TWP. TOWNSHIP
F.I.P. FOUND IRON PIPE, SIZE INDICATED	RGE. RANGE
F.N.D. FOUND NAIL AND DISK	(D) DEED
S.N.D. SET NAIL AND DISK, P.S.M. # 3983	(P) PLAT
F.C.M. FOUND CONCRETE MONUMENT	(M) MEASURED
P.R.M. PERMANENT REFERENCE MONUMENT	(C) CALCULATED
P.C.P. PERMANENT CONTROL POINT	CONC. CONCRETE
P.I. POINT OF INTERSECTION	COV. COVERED
P.C. POINT OF CURVE	ASPH. ASPHALT
P.O.B. POINT OF BEGINNING	PVMT. PAVEMENT
R/W RIGHT-OF-WAY	ELEV. ELEVATION
TYP. TYPICAL	WM WATER METER
PP POWER POLE	LP LIGHT POLE

CERTIFIED AS A SKETCH & LEGAL DESCRIPTION  
I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: 2/27/02

EDWARD C. ELLIOTT, P.S.M. # 3983

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Certificate of Authorization/L.B. # 6913

CERTIFIED TO: JVN ENTERPRISES, INC.

JOB No. 99101-4  
SEC. 2, TWP. 28 S., RGE. 15 E.  
PINELLAS COUNTY, FLORIDA

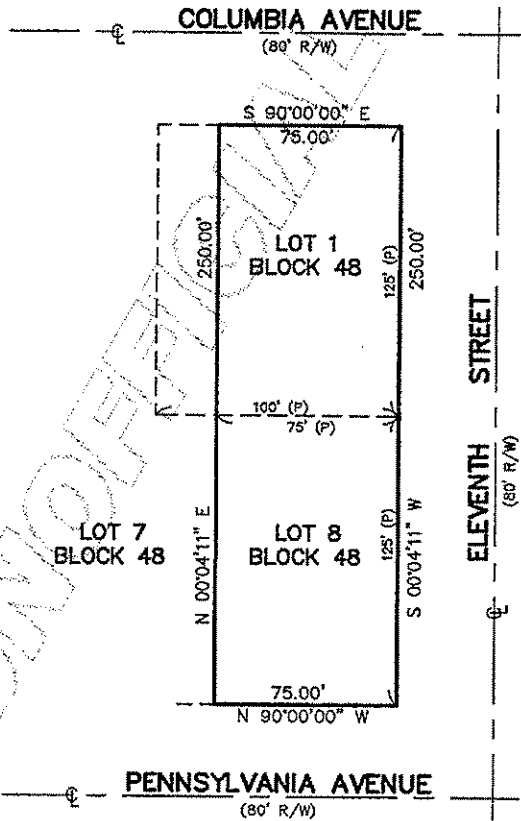
PINELLAS COUNTY FLA.  
OFF REC BK 11950 PG 672

**LEGAL DESCRIPTION:**

PARCEL 4  
Lot 8 and the East 75.00 feet of Lot 1, Block 48, PALM HARBOR ESTATES, as recorded in Plot Book 18, Page 43, of the Public Records of Pinellas County. The above parcel contains 18,749.99 square feet, more or less.



SCALE: 1" = 60'



**SURVEYOR'S NOTES:**

- 1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN HEREON.
- 2.) BASIS OF BEARINGS: S. R/W LINE OF COLUMBIA AVE. ASSUMED TO BE S 90°00'00" E.
- 3.) THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY No. 125139, PANEL No. 0059 C, PANEL EFFECTIVE DATE 6/1/83, AND THE HEREON DESCRIBED PROPERTY APPEARS TO BE IN ZONES C, B & A 12, WITH A BASE ELEVATION OF 11.0' M.S.L. FOR ZONE A 12.
- 4.) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 5.) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**ABBREVIATION LEGEND:**

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F.I.P. FOUND IRON PIPE, SIZE INDICATED	RGE. RANGE
F.N.D. FOUND NAIL AND DISK	(D) DEED
S.N.D. SET NAIL AND DISK, P.S.M. # 3983	(P) PLAT
F.C.M. FOUND CONCRETE MONUMENT	(M) MEASURED
P.R.M. PERMANENT REFERENCE MONUMENT	(C) CALCULATED
P.C.P. PERMANENT CONTROL POINT	CONC. CONCRETE
P.I. POINT OF INTERSECTION	COV. COVERED
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DATE: 2/27/02

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