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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS
OF

THE COURTS OF LAKE ST. GEORGE

THIS DECLARATION, made on the date hereinafter set forth by SCHICKEDANZ BROS - HAMMOUK PINE, a Florida general partnership (hereinafter referred to as "Declarant").

WITNESSETHI

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

See Exhibit "A" which is attached hereto and by this reference made a part hereof.

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, and shall inure to the benefit of each owner thereof.

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ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to THE COURTS OF LAKE ST. GEORGE, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple 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 hereinbefore described, and such additions thereto, as are subject to this Declaration or any Supplemental Declaration pursuant to the provisions hereof. Declarant may from time to time bring other lands under the provisions hereof and under the jurisdiction of the Association by recording Supplemental Declarations.

Section 4. "Common Area" shall mean all real property (including the improvements thereto, if any) owned by the Association, and such additional properties or facilities as may from time to time be designated as Common Area under this Declaration or any Supplemental Declarations; which properties and facilities shall be owned for the common use, enjoyment and/or benefit of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Those areas designated as Common Area on the plat of the subdivision recorded in Plat Book 86, at Page 25.

STATEN BITTING, JR. of Parker, Parker & Bitting P. O. Box 15339, 3335 Central Avenue St. Petersburg, Florida 33733

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Section 5. "Lot" shall mean and refer to any individual plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated streets.

Section 6. "Unit" shall mean and refer to any Lot as shown upon any recorded subdivision map of the Properties, together with any improvement thereon.

Section 7. "Declarant" shall mean and refer to Schickedanz Bros - Lake St. George, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

- Section 1. Every owner shall have a right of permanent and perpetual easement of enjoyment in and use of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) the right and duty of the Association to make and levy assessments against each Unit for the purpose of maintaining the Common Area;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association to suspend the voting rights and the right to use of the recreational facilities, of an owner, for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) 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;
- 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 members has been recorded.
- (e) the right of the Association to adopt and enforce reasonable rules and regulations governing the use of the Common Area and all facilities at any time situated thereon.
- Section 2. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a fee or undivided interest in any Unit which is subject to assessment shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person

or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. The Association shall have three classes of voting membership:

Class A: Class A members shall be the Owner of such Units, as are listed in the schedule which is attached hereto as Exhibit "B" and by this reference made a part hereof, excepting only The Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, 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 Unit. The membership of Class A may be amended from time to time by Supplemental Declaration.

Class B: Class B members shall be the Owners of such Units as are, as listed in the schedule which is attached hereto as Exhibit "C" and by this reference made a part hereof, excepting only the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one purson holds an interest in any Unit, 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 Unit. The membership of Class B may be amended from time to time by Supplemental Declaration.

Class C: The Class C member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit or Lot owned. The Class C membership shall cease and be converted to Class A or Class B membership, as the case may be, on the happening of one of the following events, whichever occurs earliest:

- (a) when the total aggregate votes outstanding in the Class A and Class B membership equal the total votes outstanding in the Class C membership, or
- (b) five (5) years from the date of the conveyance of the first unit; or
- (c) one hundred twenty (120) days after seventy percent (70%) of the units in the project or the first phase of the project have been conveyed to unit purchasers.

Section 3. The rights, privileges and responsibilities of each class of members shall be identical except as hereinafter set forth:

Class B members and the Class C members which will be converted to Class B members shall be the only members entitled to vote on the maintenance of, repair of, use of or other matters pertaining to the non-dedicated streets as shown on the plat of the subdivision recorded at Plat Book 86, Pages 22 through 26, of the Public Records of Pinellas County, Florida. Class B members and Class C members which will be converted to Class B members shall be the sole members responsible for assessments necessary and proper for the maintenance and repair of the said non-dedicated streets and shall be assessed separately from Class A members for this purpose.

Class A, Class B and Class C members shall otherwise be assessed identically.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Declarant for each Unit owned within the Properties hereby covenants, and each owner of any Unit 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: (1) annual assessments or charges (which may be collected in monthly or quarterly installments), and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest thereon, costs of collection of same, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection of same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be \$24.00 per Unit for Class A and those unconverted Class C Units which will eventually become Class A Units, and \$60.00 per Unit for Class B members and those unconverted Class C Units which will eventually become Class B Units.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased, each year not more than Five Percent (5%) above the maximum assessment for the previous year, without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be, yearly, increased above 5% by a vote of two-thirds (2/3) of combined

Class A and B members and two-thirds (2/3) of the vote of Class C members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Assessments for maintenance and repair of non-dedicated roads shall be made only in accordance with Article III, Section 3.
- Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of combined Class A and B members and two-thirds (2/3) of the vote of Class C members who are voting in person or by proxy at a meeting duly called for this purpose.
- Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.
- Section 6. Both annual and special assessment must be fixed at a uniform rate for all Units (except as provided in Article III, Section 3 above and may be collected on a monthly basis.
- Section 7. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit 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 Board of Directors. 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 Unit 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 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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 Unit.

Section 9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the

assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments therefter becoming due or from the lien thereof.

Section 10. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

A working capital fund shall be established for the initial months of the project operation equal to at least a two months' estimated common area charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforceen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

ARTICLE V ARCHITECTURAL CONTROL

No building, wall or other structure or improvement of any nature shall be commenced, erected, placed or maintained upon the Properties, nor shall any exterior addition to, change of, or alteration in the Properties and the improvements located thereon be made, until the plans and specifications, showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI DUTY TO MAINTAIN

Section 1. The Association shall be responsible for the maintenance and upkeep of the Common Area.

Section 2. The Association shall be responsible for the maintenance, upkeep and repair of non-dedicated roads in the manner provided in Article III, Section 3 and Article IV, Section 3(d).

Section 3. The Owners shall be responsible for the maintenance, upkeep and repair of the premises and the exteriors of their individual Units including, but not limited to, the periodic repainting of the Units. The Owners of those Units listed in the schedule which is attached hereto as Exhibit "D" and by this reference made a part hereof, as the same may be amended from time to time by Supplemental Declaration, shall maintain the exterior of their unit in accordance with the plan, design and color schome of said Units at the time the Unit is first conveyed by the Declarant to the Unit's first Owner.

In the event an Owner of any Unit in the Properties shall fail to maintain the premises, improvements and exterior of any Unit in accordance with the provisions of this Declaration in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the premises of the Unit and the exterior of the Unit and any other improvements erected thereon. The costs incurred by the Association in so repairing, maintaining or restoring the Unit's premises and the exterior of the Unit shall be added to and become part of the annual assessment to which such Unit is subject.

ARTICLE VII PARTY WALLS

Section 1. This article shall apply to Units listed in Exhibit "D" which is attached hereto and by this reference made a part hereof (and as may be amended from time to time by Supplemental Declaration).

Section 2. Each wall which is built as a part of the original construction of the improvements upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner shall choose one arbitrator who shall together choose a third arbitrator, and the decision shall be by a majority of the arbitrators.

ARTICLE VIII RESTRICTIONS

Section 1. No curb, drainage structure, water line, sewer line, or portion of any street shall be removed or altered for any purpose without the consent of the local authority having jurisdiction thereof.

Section 2. Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within the properties and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent temporary buildings used by the contractors of the undersigned or its agents and employees in construction work, which shall be removed from the premises on the completion of the dwelling.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, Unit or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any improvement thereon, except for dogs and/or domestic cats, and then not more than three (3) dogs and/or cats.

Section 5. Fencing will be permitted but such fencing shall be no higher than six (6) feet and not to extend beyond the front corner of the house and must otherwise comply with specifications of Pinellas County for residential purposes.

Section 6. No sign of any kind shall be displayed to the public view on any Lot except one sign, of not more than five (5) square feet, advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and be removed upon the termination of their use.

Section 7. No trailers, trucks or commercial vehicles, other than those present on business, may be parked on any Lot. No boats may be parked in the front or on the side of any Unit.

Section 8. No clothes lines shall be installed so as to be visible from the street in front of a Unit.

Section 9. No structure shall be erected, placed or permitted, and no alterations shall be permitted on the Properties which shall be any way hinder the surface or subsurface drainage of the Properties.

Section 10. If any person, firm or corporation shall violate or attempt to violate any of these restrictions before their expiration, it will be lawful for any other person or persons owning any part or parcel of any of the above described property to initiate and prosecute a proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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ARTICLE VIII GENERAL PROVISIONS

Section 1. The Association, the Declarant 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 or any Supplemental Declaration. Failure by the Association, by the Declarant 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. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wice affect any other provisions which shall remain in full force and effect.

Section 3. The covenants and restrictions of this or any Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by Supplemental Declaration or by an instrument signed by not less than ninety percent (90%) of the Unit Owners, and thereafter by Supplemental Declaration or by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Additional Common Area may be annexed to the Properties by Supplemental Declaration or with the consent of two-thirds (2/3) of each class of members.

Section 5. As long as there is a Class C membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insuror or guaranor, as applicable;

- b. Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains delinquent for a period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 7. In the event that any improvement shall encroach upon any of the Common Area or upon any Lot or Unit, or in the event any Common Element, Lot or Unit shall encroach upon any improvement, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto se its hand and seal this day of aure, 1983.

Signed, Sealed and Delivered in the presence of:

> SCHICKEDANZ BROS-HAMMOCK PINE, a Florida general partnership BY: Schickedanz Bros, Inc., a Florida corporation

> > Macklin

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By:

Its: Vice President

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing instrument was acknowledged before me this 8th day of the foregoing in the foregoing instrument was acknowledged before me the foregoing instrument was acknowledged by the foregoing instrument was

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires AUG. 24, 1985

EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTIES

Commence at the Southwest corner of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida. Thence S. 89*41'47" E., along the South boundary of said Section 8, 666.06 feet to the Southwest corner of the East one-half (1/2) of the SW 1/4 of the SW 1/4 of said Section 8, thence N. 00°52'29" W., along the West boundary of the East one-half (1/2) of the SW 1/4 of the SW 1/4 of said Section 8, 885.01 feet, to a point on the South boundary of Lake St. George - Unit VIII-A as recorded in Plat Book 85, pages 10 and 11 of the Public Records of Pinellas County, Florida; thence N. 89°07'31* E., along said South boundary, 597.93 feet, to the Point of Beginning, thence continuing N. 89°07'31" E., along said South boundary, 122.07 feet, thence N. 61°10'56" E., along the Southeasterly boundary of said Lake St. George - Unit VIII-A and the Southeasterly boundary of Lake St. George-Unit VII, as recorded in Plat Book 85, pages 28 and 29 of the Public Records of Pinellas County, Florida, 414.98 feet, thence S. 25°10'47" E., 60.00 feet, thence S. 49°10'09" E., 50.00 feet, thence S. 56°22'48" E., 82.60 feet, to a point on a curve, thence along the arc of a curve to the right that has a radius of 300.00 feet, an curve to the right that has a radius of 300.00 feet, an arc length of 25.04 feet, a chord length of 25.03 feet, a chord bearing of N. 45°25'01" E., thence S. 42°11'30" E., 50.00 feet, thence S. 49°43'54" E., 90.33 feet, thence N. 61°10'56" E., 94.86 feet, thence S. 61°55'58" E., 145.85 feet, thence S. 59°12'17" E., 185.80 feet, thence S. 31°45'33" W., 167.00 feet to a point on a curve, thence along the arc of a curve to the right that has a radius of 5.355.40 feet, an arc length of 629.36 feet, a chord length of 628.99 feet and a chord bearing of S. 54°52'27" E., thence S. 82°00'13" W., 652.44 feet, thence S. 00°34'04" E., 180.50 feet, to a point on the South boundary of the SW 1/4 of the aforementioned Section 8, thence N. 89°41'47" W., along said Southerly boundary of the SW 1/4 of Section 8, 597.98 feet, thence N. 00°34'04" W., 391.62 feet, thence N. 59°46'32" W., 89.88 feet, to a point on a curve, thence along the arc of a curve to the left that has a radius of 161.65 feet, an arc length of left that has a radius of 161.65 reet, an arc length of 33.92 feet, a chord length of 33.86 feet, a chord bearing of S. 24°12'44" W., thence N. 71°48'00" W., 60.00 feet, thence S. 89°26'00" W., 68.48 feet, thence N. 48°26'44" W., 143.03 feet, thence N. 33°06'42" E., 71.43 feet, thence N. 00°52'29" W., 320.00 feet, to the Point of Beginning, containing 21.817 acres, more or less.

EXHIBIT "B"

SCHEDULE OF CLASS A MEMBERS OF THE ASSOCIATION

Those persons who are the owners of a fee or undivided interest in the following Units, shall comprise the Class A membershp of the Association:

Units 11, 12, 13, 14, 15, 16, 37, 38, 39, 40, 41, 82, 83, 84, 85, 86 and 87

EXHIBIT "C"

in 1700.

SCHEDULE OF CLASS B MEMBERS OF THE ASSOCIATION

Those persons, who are the owners of a fee or undivided interest in the following Units, shall comprise the Class B Membership of the Association:

Units: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81

EXHIBIT "D"





ALBERT .

Those persons who are the owners of a fee or undivided interest in the following Units, shall be subject to the specific exterior maintenance provisions which are set forth in the last sentence of the first paragraph of Article VI, Section 3 of the Declaration and said Units shall also be subject to the Party Walls provisions of Article VII of the Declaration.

Units: 11, 12, 13, 14, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 66, 87

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FEB 3 2 37 FM MENTAL DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS OP

THE COURTS OF LAKE ST. GEORGE

THIS SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by SCHICKEDANZ BROS-HAMMOCK PINE, a Plorida general partnership (hereinafter referred to an "Declarant").

WITNESSETH:

WHEREAS, by written Declaration of Covenarts, Conditions and Restrictions of the Court of Lake St. George recorded in Official Records Book 5541 at Pages 589 through 602, inclusive, of the Official Records of Pinellas County, Plorida as Clerk's Instrument Number 83108297, her nafter called the "Declaration", Declarant did declare that certain real property (located in Pinellas County, Plorida and being more particularly described in the Declaration), then owned by Declarant, was to be held, sold and conveyed subject to the casements. Particitions covered to the casements. the easements, restrictions, covenants and conditions set forth in the Declaration, which easements, restrictions, covenants and conditions were to run with and be binding upon the said property and all persons having any right, title or interest in the said property or any part thereof, and their heirs, successors and assigns; and

WHEREAS, by the terms of the Declaration, the Declarant could bring other and additional lands and properties under the provisions of the Declaration and under the jurisdiction of The Courts of Lake St. George Homeowners Association, Inc., hereinafter called the "Association", by recording Supplemental Declarations; and

WHEREAS, Declarant is the owner of certain real property located in Pinellas County, Plorida, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, which property Declarant wishes to bring under the provisions of the Declaration and the Jurisdiction of the Association.

NOW, THEREPORE, Declarant hereby declares that all of the properties described in Exhibit "A" hereto, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with and be binding upon the said real property and all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns and that said easement. restrictions, covenants and conditions shall inure to the benefit of each such owner of the said property.

The Units set forth in Exhibit "B" attached hereto and by this reference incorporated herein, are hereby declared to be subject to the same provisions of the Declaration which govern, restrict or concern those Units described in Exhibit "B" of the Der aration. Similarly, those Units described in Exhibit "C" and "D" attached hereto and by this reference incorporated herein, shall be subject to the same provisions of the Declaration which govern, restrict or

> LAW HIPPINES PARKER, PARKER & BITTING

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GEORGE L. HAYES III Farker, Bitting, Keano & Hayes P.O. Box 15339, 3835 Central Avenue St. Petersburg, Florida 33733

concern those Units described in Exhibits "C" and "D" of the Declaration, respectively.

Unless expressly modified or amended hereby, all terms, provisions, easements, covenants, restrictions and conditions set forth in the Declaration shall remain in full force and effect and shall restrict the property described in Exhibit "A" hereto as if said property had been originally described in the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this day of Pebruary. 1984.

Signed, Sealed and Delivered in the presence of:

By:

High Macklin, as President of Schickedana Bros-Hammock Pine

SCHICKEDANZ BROS-HAMMOCK PINE. a Florida general pa nership By: Schickedanz Bros, Inc., Plorida corporation, as Partner

STATE OF PLORIDA COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared HUGH MACKLIN, President of Schickedanz Bros, Inc., the general partner of Schickedanz Bros-Hammock Pine, to me known and known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

witness my hand and official seal in the County and State aforesaid this day of February, 1984.

Notary Public

25

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA I HOLD HAD WHITE HIS END OND

LAN OFFICES

PARKER, PARKER & BITTING

St Priresman Finking circles in

DESCRIPTION:

Commence of the southwes. I corner of Section 8, Township 28 South, Romas 16 East, Pinellos County, Florida, thence 5 89. 41. 47 E. citing the south boundary of soid Section 8 (centerline of County Road Mr. 95), 666.06 het, to the southwest corner of the east one builting the SW is of the SW is of Section 8, for a Point of Beginning; thence N. 00° 52-29° W, along the west but notary of the east one half (1/2) of the SW I/A of the SW I/A of the Section 8, 385 01 feet, to a point on the south toundary of Lake St George . Unit IIII - A as recorded in Pilot Book 85, pages 10 and 11 of the Public Records of Pixellos County, Fiorido mence N 89.07 31 E, wang sold south boundary, 59793 feet, to a point on the wester, recorded in Plut Book 86, ares 22, 23, 24, 25 and 26 of the Public Records of Pinellas County, Florida; thence away the mesteriy and southwesterly boundary of soid Take 5' George South Unit; 500° 52' 79' E , 320 00' hat there & 33° 00' 42'W, 71 43 feet, theree 5 48 26 44 E 143 03 bet, thence 1899 26 00 E 60 40 teet, thence 571 48 00 E 60 00 feet; thence when the one of a curre to the right that has a radius of 16165 feet, on one length of 33.92 feet, a chard ength of 33 86 met, a chard bearing of N 25 12 44 E; thence 5 59 46 32 E, 89.88 keet, thence 50 34 X.F. 39162 feet, to a point on the south boundary of the SW 1/4 of soid Section 8; thence leaving soid western and southersterly boundary, N 89. 41. 41. W. Jong soid south boundary of the. SW 1/4 of soid Section 8 35 13 feet thence 5 00° 34 07 E. along the west boundary of the west 808.00 feet of the east 1155 00 feet of the NE 1/4 of the NW 1/4 of Section 17, Township 28 South, Ronge 16 East, Pinellas Canty Force; 412.95 feet, to a point on the north boundary of a 125 00 feat wide Florids Pomer Corporation Essement os recorded in Official Record Back 1560, soges 468 through 475, Pinellas County, Florido, thence N'89. 47. 12 W. olong said north boundar; 842 91 feet, to a point on the west boundary of the east one half (1/2) of the NW 1/4 of the NW 1/4 of said Section 17; thence NOO" 34-52"W, along said west boundary 474 28 feet, to the Point of Beginning Containing 28 102 occes, more or less.

Southwest corner of Section 8-18-16
17 18
- South boundary of Section 8-18-16
(combinate of Church Mary to 95)

EXHIBIT "B"

SCHEDULE OF CLASS A MEMBERS OF THE ASSOCIATION

Those persons who are the owners of a fee or undivided interest in the following Units, shall comprise the Class A membershp of the Association:

Units: 98, 99, 100, 101, 102, 103, 104, 105, 106, 155, 156, 157, 158, 159, 160, 17, 162, 163, 164, 165, 166, 167, 168, 109, 170, 170-A, 170-B, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252

EXHIBIT "C"

7

SCHEDULE OF CLASS B MEMBERS OF THE ASSOCIATION

Those persons, who are the owners of a fee or undivided interest in the following Units, shall comprise the Class B Membership of the Association:

Units: 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 1, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224

EXHIBIT "D"

Those persons who are the owners of a fee or undivided interest in the following Units, shall be subject to the specific exterior maintenance provisions which are set forth in the last sentence of the first paragraph of Article VI, Section 3 of the Declaration and said Units shall also be subject to the Party Walls provisions of Article VII of the Declaration.

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Units: 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 170-A, 170-B, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252
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Kadun & Dickahu

SECOND SUPPLEMENTAL DECLARATION

Jan 24 | 1 28 AH '85

OF
COVENANTS, CONDITIONS AND RESTRICTIONS (12,7412- -)

25 00

THE COURTS OF LAKE ST. GEORGE

- 25 00 CHK

A.1.5920 ACE1056

THIS SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by SCHICKEDANZ BROS-HAMMOCK PINE, a Florida general partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, by written Declaration of Covenants, Conditions and Restrictions of the Courts of Lake St. George recorded in Official Records Book 5541 at Pages 589 through 602, inclusive, of the Official Records of Finellas County, Florida as Clerk's Instrument Number 83108297, hereinafter called the "Declaration", Declarant did declare that train real property (located in Finellas County, Florida and being more particularly described in the Declaration), then owned by Declarant, was to be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, which easements, restrictions, covenants and conditions were to run with and be binding upon the said property and all persons having any right, title or interest in the said property or any part thereof, and their heirs, successors and assigns; and

WHEREAS, by the terms of the Declaration, the Declarant could bring, and has previously brought, other and additional lands and properties under the provisions of the Declaration and under the jurisdiction of The Courts of Lake St. George Homeowners Association, Inc., hereinafter called the "Association", by recording Supplemental Declarations; and

WHEREAS, Declarant is the owner of certain real property located in Pinellas County, Florida, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, which property Declarant wishes to bring under the provisions of the Declaration and the jurisdiction of the Association.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" hereto, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with and be binding upon the said real property and all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns and that said easements, restrictions, covenants and conditions shall inure to the benefit of each such owner of the said property.

The Units set forth in Exhibit "B" attached hereto and by this reference incorporated herein, are hereby declared to be subject to the same provisions of the Declaration which govern, restric: or concern those Units described in Exhibit "B" of the Declaration. Similarly, those Units described in Exhibits "C" and "D" attached hereto and by this reference incorporated herein, shall be subject to the same provisions of the Declaration which govern, restrict or

LAW OFFICES

PARKER, PARKER, BITTING, KEANE & HAYES

DOGS CENTRAL AVENUE

ST. PETERSBURG, FLORIDA 33733-8339

Marker, Parker, Bitting, Keane & Hayes
M Parker, Parker, Bitting, Keane & Hayes
P.O. Box 5339, 3835 Central Avenue
P.O. Box 5339, 3835 Central Avenue

43 Int

concern those Units described in Exhibits "C" and "D" of the Declaration, respectively.

Unless expressly modified or amended hereby, all terms, provisions, easements, covenants, restrictions and conditions set forth in the Declaration shall remain in full force and effect and shall restrict the property described in Exhibit "A" hereto as if said property had been originally described in the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 24 day of January, 1985.

Signed, Sealed and Delivered in the presence of:

Oune E. Mott

SCHICKEDANZ BROS-HAMMOCK PINE, a Florida general partnership By: Schickedanz Bros, inc., a Florida corporation, as Partner

Hugh Mackin, as President of Schickedanz

Bros-Hammock Pine

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared HUGH MACKLIN, President of Schickedanz Bros, Inc., the general partner of Schickedanz Bros-Hammock Pine, to me known and known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

and State aforesaid this 24th day of January, 1985.

My Commission Expires: Quegue 24, 1985

LAW OFFICES

PARKER, PARKER, BITTING, KEANE & HAYES

POST OFFICE BOX 18000

ST. PETERRBURO, FLORIDA 00700-5000

SCRIPTION

along the north boundary of soid Section 17 (centerline of County Rood No. US), 666.06 feet, to the northwest conser of the wast daundary of late St. Grage South-Unit II, as recarded in Alot Boat 87, Pages 62, 54, 54 and 59 of the of the east one half (VD) of the NM [W of the NM [W of soil Section 17 (contenting of County Rood No. SD], also be ling of the east are half (12) of the NR 1/4 of the NR 1/4 of said Section 17; thance 5.00 - 54 - 52 °C., along the west bounds; Commence of the authorist coper of Section 17, Township 18 South, Ronge 16 Ecc., Pinollos County, Floricto; thence 5.89% di-41 E. Unit II, for a Point of Beginning; thence 5.89° AT:12°E, along the south boundary of soid Late St. Seage So. th. Public Records of Aine/los County, Fluviolo, 474, 28 feet, to the southwest corner of soid Late St. George Southsaid Section 17; thence N.89-46-20"H, along said south boundary (contentine of Country Road No.90) or its entheon, section is MR. Ha of sovid Section 17, 864.53 level, to a point on the south Downbury of the north are half (ID) of the MK. Ha of thence 5.00°. 36.01° E, closs the west buildly of the wast 808.00 feet of the cost 1956.00 feet of the NE.16 of the Book 1560, Popes 468 through 475, 342. St. teet, to the southeast comer of soid Late St. Grage Solth Unit II. Unit II, also being the north boundary at a Flatibo Romer Carporation assessment as recorded in Official Accord the southwest carner of the cost are half (UZ) of the NMI, Ha of the NMI (Ha of soid Section 17; thence N.OO°. 34′. 52′M, atmosphere feet to the Point of Beginning. Containing 16.724 ocres, more or less. the west boundary of the east one holf (VZ) of the NW [14 of soid Section [1] (centertine of County Road No. 90], 864. 32

EXHIBIT "B"

SCHEDULE OF CLASS A MEMBERS OF THE ASSOCIATION

Those persons who are owners of a fee or undivided interest in the following Units, shall comprise the Class A membership of the Association:

Units: None

EXHIBIT "C"

SCHEDULE OF CLASS B MEMBERS OF THE ASSOCIATION

Those persons who are owners of a fee or undivided interest in the following Units, shall comprise the Class B membership of the Association:

Units:

303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315 and 316.

EXHIBIT "D"

Those persons who are the owners of a fee or undivided interest in the following Units, shall be subject to the specific exterior maintenance provisions which are set forth in the last sentence of the first paragraph of Article VI, Section 3 of the Declaration and said Units shall also be subject to the Party Walls provisions of Article VII of the Declaration.

Units: 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388