

PREPARED BY AND RETURN TO:
JOSEPH B. CIANKORSE, P.A.
1966 HAYSHORE BLVD., SUITE A
DUNEDIN, FL. 34626

**AMENDED AND RESTATED
AGREEMENT OF DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS, CONDITIONS,
CHARGES AND USES COVERING REAL PROPERTY
DESCRIBED HEREIN KNOWN AS
HARBOR CREST 400**

WHEREAS, an Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property was recorded in O.R. Book 3197, Page 69 et seq. of the Public Records of Pinellas County, Florida, on November 4, 1969; and

WHEREAS, the certain real property described in and encumbered by the foregoing Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property is described as:

The NW 1/4 of the SE 1/4 of the SE 1/4 of Section 7, Township 30 South, Range 15 East, LESS AND EXCEPT the West 233 feet thereof, subject to easements and restrictions of record.

WHEREAS, the Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property was amended in O.R. Book 5468, Page 1511 et seq. of the Public Records of Pinellas County, Florida, on February 2, 1983; and

WHEREAS, pursuant to the original Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property, HARBOR CREST 400 PROPERTY OWNERS, INC., a Florida corporation, was described as "Management", for the purpose of carrying out the terms of the Declaration and managing certain properties covered by the Declaration. Management shall hereinafter be referred to as "Association"; and

WHEREAS, the Homes within the above described property were sold subject to the Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property after recordation of the 1969 Declaration; and

WHEREAS, all of the above described real property shall adhere to certain covenants, restrictions, limitations, conditions, charges and uses for the benefit of all Home Owners within said real property in order to enhance the desirability of living in the said Harbor Crest "400" Homes, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to insure and secure to each Home Owner the full benefit and enjoyment of his Home as well as the recreational facilities, with no greater restriction upon the free and undisturbed use of his Home and his right to use the recreational facilities and other facilities that may be provided by Association, than is necessary to insure the same advantage to other Home Owners within the real property described hereinabove.

NOW, THEREFORE, the following Covenants, Restrictions, Limitations, Conditions, Charges and Uses of the above described real property are hereby amended and restated as follows:

1. Association hereby agrees to perform the following services to and for the benefit of Home Owner:

- a) To furnish reasonable water for Home;
- b) To furnish reasonable water for recreation areas;
- c) To maintain water distribution lines in easement areas;
- d) To furnish sewer service for Home;
- e) To furnish sewer service for recreation areas;
- f) To furnish sewer distribution lines in easement areas;
- g) To maintain sidewalks;
- h) To maintain street lights;
- i) To furnish electricity for street lights;
- j) To maintain streets;
- k) To maintain recreational facilities;
- l) To provide laundry area;
- m) To maintain laundry area; and
- n) To mow and edge grass around Homes.

2. Each Home Owner of property within Harbor Crest "400" Homes agrees to pay to Association a monthly maintenance charge, for the services furnished by Association as set forth above and for the costs of operation of the Association. The Officers and Board of Harbor Crest 400 Property Owners, Inc. shall have the right as of January 1 of each year to increase or decrease the maintenance charge for the cost of the services. Such increase may not exceed 10% of the current maintenance charge.

3. Said maintenance charge shall be paid to Association, or its designee, on the first day of each month in advance. The maintenance charge once in effect will continue from month to month, whether or not said Home is vacant or occupied. Payment by Home Owner of the maintenance charge shall be payable by the Home Owner at a place designated by Association, without the necessity of Association rendering monthly statements to Home Owner. In the event the service charge is not paid within five (5) days of the due date, an administrative late fee in an amount established by the Board of Directors from time to time will be assessed to the Home

Owner and charged against the account for his or her Home site and said account shall accrue interest at the highest rate permitted by law. The Association or its designee, shall have the right to file a lien against the Home site and the improvements contained thereon for any such unpaid maintenance charges; and shall have the right to enforce said lien in any manner provided by law for the enforcement of mechanic's or statutory liens pursuant to Chapter 720, Florida Statutes, but Association shall not be restricted to such procedure in the collection of said overdue charges. In the event of such enforcement, all costs thereof, including reasonable attorney's fees, shall be paid by the Home Owner against whom enforcement is necessary.

4. It is the purpose of Association for the use and benefit of each Home Owner of a Home located in the Harbor Crest "400" development to provide a completely compatible and proper atmosphere of cooperative living. It is agreed between the parties hereto that Association must have the absolute right to determine at any time the qualifications and the fitness of any Purchaser or Lessee of a Home in said development. Only individuals may be Owners of Home sites within the Harbor Crest "400" development, with the exception that an individual may transfer his or her interests into Trust if he or she remains a beneficiary of the Trust and the only beneficiary of the Trust entitled to occupy the property. The Association shall be notified prior to a sale, lease, or other transfer of the property, including but not limited to transfers into Trust or by gift or inheritance and the Association shall interview the prospective new Home Owner or Lessee. Approval of the Association in writing must be obtained prior to occupancy.

5. Association will in its sole discretion assign one parking space to each Home without a carport. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by Home Owners' guests and invitees pursuant to reasonable rules and regulations to be established by Association from time to time.

6. No Home shall be used for any purpose other than as and for a single family residence. For the purposes of this section, "single family" shall be defined as not more than two (2) persons residing together as a family unit who are unrelated by blood, marriage or adoption. No business may be operated from a Home site to the extent it impacts other occupants or use of shared facilities and parking or increases traffic.

7. Home Owners shall keep and maintain their respective Homes in good condition and repair and shall promptly pay for all utilities which are separately metered to the Home. The Board of Directors of the Association shall have the authority to adopt specifications pertaining to Home maintenance and acceptable alterations of the Homes. In the event the Home Owner does not maintain the respective Home in good condition and repair, in the discretion of the Board of Directors, including, but not limited to, the removal of any mold or mildew, pressure washing to reflect a freshly painted appearance, painting, removal and replacement of rotting wood trim, soffit, eave and/or gutters or downspouts, the Association, through the Board of Directors, may, after 21 days written notice to the Home Owner, enter upon the Home Owner's property and undertake the maintenance as deemed appropriate in the discretion of the Board of Directors and said entry upon the property shall not be considered a trespass. The Association shall be entitled to recover the costs for such maintenance as a specific assessment against the Home Owner's Home site, which shall be collectible as outlined in Article 3 of this Declaration, including, but not limited to, a lien and foreclosure.

8. Home Owners shall maintain all plants, landscaping and trees on their respective property. Home Owners shall trim, weed, replace when needed, and generally keep the landscape and trees in a first class condition, free of parasites and disease and free from trash and debris. If the Home Owner does not maintain the landscape or the trees, the Association, through the Board of Directors, may, after 21 days written notice to the Home Owner, enter upon the Home Owner's property and undertake the maintenance as deemed appropriate in the discretion of the Board of Directors and said entry upon the property shall not be considered a trespass. The Association shall be entitled to recover the costs for such maintenance as a specific assessment against the Home Owner's Home site, which shall be collectible as outlined in Article 3 of this Declaration, including, but not limited to, a lien and foreclosure.

9. No Home Owner shall cause any signs of any nature whatsoever to be posted or affixed to his Home, except for name plates which shall be uniform in size and approved by Association in writing. No signs of any nature, commercial or otherwise, including, but not limited to, "For Sale" or "For Rent" shall be displayed or affixed or painted on any home or vehicle.

10. No pets shall be permitted in any of the Homes other than birds, such as canaries or parakeets, spayed or neutered indoor cats (not more than two (2) cats per Home) and fish, such as gold fish and tropical varieties, provided that none are raised for commercial purposes. No dogs or other pets or animals shall be permitted.

11. Home Owners, their families, guests, invitees, or Lessees shall in no way deface or mar, or change the common easement areas, and shall be liable for damages thereto.

12. All Home Owners shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that tend to disturb other Home Owners.

13. No Home Owner shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in such Home between the hours of 11:00 P.M. and the following 9:00 A.M., if the same disturb or annoy other occupants of the development and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 P.M. and the following 9:00 A.M.; nor shall an occupant commit or permit any nuisance, immoral or illegal act in his Home or in the common easement areas.

14. When a Home is occupied, at least one person over the age of 55 years of age shall reside therein and be a permanent resident. Under no circumstances may any persons under the age of 25 years reside in any of the Homes.

15. No one-bedroom Home shall be permanently occupied by more than (2) individuals, and no two-bedroom Home shall be permanently occupied at any time by more than four (4) individuals, except as otherwise provided herein.

16. Home Owner or Home Owner's approved Lessee, shall be permitted to have visitor occupants of any age for up to three (3) weeks during any six-month period, or a

maximum of six (6) weeks in any twelve-month period; provided that at no time shall any one-bedroom Home be occupied by more than five (5) individuals, nor any two-bedroom Home by more than six (6) individuals.

17. No Home shall be leased or rented by Home Owner without the written permission of Association and shall not be leased more than two (2) times in any calendar year and provided that all leases and lessees are first approved by Association in writing. The Association through the Board shall have the right to require an application to lease along with a fee as determined from time to time by the Board of Directors. In considering approval of proposed lessees, the Board may review financial and criminal background information. The Association shall be under no obligation to provide an alternate lessee if in the discretion of the Board, denial of a proposed lessee is made based upon the interest of the Association in protecting the health, safety and welfare of the residents of Harbor Crest "400".

18. The Home Owner hereby warrants that all restrictions set forth in the Agreement shall be included in each and every Agreement entered into by the Home Owner for a Home sold, rented or leased in the development cited herein as Harbor Crest "400" Homes.

19. Current Home Owner agrees to make no exterior changes including color of Home without prior written approval from Association. A Home Owner desiring to make alterations to the exterior of the Home shall submit an application in writing to the Association Board of Directors. The Board of Directors may adopt standards and specifications pertaining to alterations of the exterior of the Homes. In the event the Association does not approve of proposed alterations in writing, said alterations shall not be made. In the event the Association does not respond to a written application for proposed changes within thirty (30) days of receipt, said proposed alterations shall be deemed to have been approved by the Association.

20. Association shall in no way be responsible for the payment of any tax levied or assessed against individual Home sites or improvements contained thereon.

21. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, except in such areas provided by Association, nor shall any such items be hung over or on porch railings.

22. All garbage, trash, or rubbish shall be placed in the disposal installations provided for such purpose by Association.

23. Carports shall be used for the intended purpose of parking an operational, licensed, non-commercial vehicle. Carports shall not be used for the storage or use of appliances. Personal property or other miscellaneous items may be stored within well maintained storage units. Storage units must allow sufficient space to insure that vehicle does not extend beyond edge of sidewalk. The accumulation of rubbish, trash, debris and the use and storage of flammable materials is strictly prohibited.

24. The provisions contained herein shall run with the land and shall bind the land and the Home Owners thereof, and their heirs, successors and assigns of the Home Owners thereof, and all Home Owners of any portion of the land hereinabove described shall be deemed conclusively to have accepted and agreed to this instrument by acceptance of title to any such portion of the real property herein described. These provisions shall continue until January 1, 2069, unless extended, modified or amended as hereinafter provided.

COV.
1/26/20

25. If any of the provisions of this Agreement or the application of such provisions to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application for such provisions to persons or circumstances other than those as to which was held invalid, shall be deemed severable and shall not be affected thereby.

26. The provisions hereof may be extended, modified or amended by the written, recordable consent of the Home Owners of at least 75% of the property herein described.

IN WITNESS HEREOF, Harbor Crest 400 Property Owners, Inc. has caused this Amended and Restated Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property, Described Herein Known as HARBOR CREST 400 to be executed in accordance with the authority hereinabove expressed this 9 day Jan, 2012.

HARBOR CREST 400 PROPERTY OWNERS, INC.

By: Charlotte Steullet
Charlotte Steullet, President

ATTEST:

Celia Leaird
Celia Leaird, Secretary

STATE OF FLORIDA
COUNTY OF PINNELLAS

SWORN TO (or affirmed) and subscribed before me this 9th day of January 2012, by Charlotte Steullet, as President and Celia Leaird, as Secretary of Harbor Crest 400 Property Owners, Inc., who are personally known to me, or who have produced a current drivers license, as identification.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:
MAR HARBOR CREST 400 CS A 22 Harbor Crest Agreement of Declaration, 08/30/11 of

