

Declaration of Restrictions

Bonnie Glynn, Phase I (including Phase I-A and Phase I-B)

Known all men by these presents that U.S. Home Corporation (“Developer”) being the owner in fee simple of all Bonnie Glynn, Phase One (Including Phase I-A & Phase I-B), the “subdivision”, according to the map or plat thereof as recorded in Plat Book(s) 77 at pages 92 & 93 of the Public Records of Pinellas County (the “Plat”), does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the “Restrictions”), which shall be deemed to be the covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

Article I

Use Restrictions

1. Residential Use.

All of the Subdivision shall be known and described as residential property and no more than one (1), detached, single family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one (1) lot may be used for one (1) dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat, or as reserved in Paragraph 4 of this Article.

2. Structures.

No structure shall be erected nearer than twenty (20) feet from a Front or side street Lot Line. No Structure (excluding pools and thin screen enclosures) shall be erected nearer than six (6) feet from a Side Lot Line or nearer than fifteen feet from a Rear Lot Line. A swimming pool may not be located in the Front Yard of any lot. The terms “Structure” and “Front Yard” shall have the meaning ascribed by the County Zoning Regulations in effect as of the date of recording these Restrictions. The terms “Front Street”, “Side Street”, “Side Lot Line”, and “Rear Lot Line” are as used in Exhibit A attached hereto and incorporated herein by reference.

3. Dwellings.

No dwelling shall have a ground floor square foot area of less than nine hundred (900) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A “bath”, for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a one (1) car garage attached to and made part of the dwelling. No dwelling shall exceed one story nor thirteen and one-half (13 ½) feet in height. Current homes that exceed this requirement, prior to the adoption date of these amended deed restrictions, are

exempted. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that lot area designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

4. Easements.

Perpetual easements five (5) feet in width for the installation and maintenance of utilities, drainage and water retention areas and courses, and for access to and from easement areas shown on the Plat (such easements being in addition to any shown on the Plat) are hereby reserved to the Developer along the Rear Lot Line and each Side Lot Line of all lots, and perpetual easements for the installation and maintenance of utilities, drainage and water retention areas and courses are hereby reserved to Developer in and to all utility easement and drainage easement areas shown on the Plat, and the Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas, or to install or maintain the drainage areas, water retention areas and courses, utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas reserved pursuant to this Paragraph, as well as the easement areas shown on the Plat, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the maintenance of drainage or water retention areas and course, access, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement areas of each lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

5. Use of Accessory Structures.

No tent, shack, garage, barn, or other building other than the dwelling shall, at any time, be erected and used on any lot temporarily or permanently, whether as a residence or for any other purpose, provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. Utility sheds are permitted, provided the following requirements are met:

- a. All sheds shall be of a commercial type construction and shall not exceed 8 foot in height.
- b. All sheds must be maintained in completely fenced in side or rear yards.

- c. Portable storage unit shall be parked in driveway for a period not to exceed 30 days.

No vehicles, motor homes, campers or the like, may be used as a residence or for any other purpose in the Subdivision.

6. Commercial Uses and Nuisances.

No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners, and their agents may show dwellings in the Subdivision for sale or lease, nor shall anything be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Home occupations that do not result in additional traffic and/or people to the neighborhood, and are not obvious from the exterior of the home are permitted. An example of an approved type of home occupation would be a typing service where the homeowner goes out and picks up the work to be done. No delivery of any part of the work will be allowed. No advertising on the homeowner's lot will be permitted.

7. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, provided further that no person owning or in custody of a pet shall allow the pet to stray or go upon another lot without the consent of the owner of such lot, and provided further that no more than a total of three animals may be kept on any lot. All animals shall be on a leash when outside of the owner's lot.

8. Fences.

A. Fence locations, Height and Materials

Walls, hedges or fences may be constructed of a height not to exceed six (6) feet as follows:

Along (i) the Side Lot Lines, subject to Subsection 8.B; (ii) the Rear Lot Line; (iii) the Rear Dwelling Line; (iv) the Front Dwelling Line, Garage Side; and (v) the Front Dwelling, Non-Garage Side. An illustration of the permissible location of walls, hedges and fences is set forth on attached Exhibit A.

Fences shall be made of commercially constructed materials to include cypress or other wood materials or vinyl.

B. Fence Prohibitions

No walls, hedges or fences may be constructed in the following areas:

(i) between the street facing the front of the dwelling (the “Front Street”) and a straight line connecting the front living area of the non-garage side of the dwelling to the Side Lot Lines (the “Front Dwelling Line, Non-Garage Side”);

(ii) between the street facing the front of the dwelling (the “Front Street”) and a straight line connecting the front of the garage area to the Side Lot Lines (the “Front Dwelling Line, Garage Side”);

(iii) between the street facing the side of the dwelling (the “Side Street”) and a straight line connecting the side of the dwelling to the Rear Lot Line (“Side Dwelling Line”).

C. Special Provisions

Notwithstanding anything to the contrary, walls, hedges or fences of a height not to exceed six (6) feet may be constructed behind the Rear Dwelling Line when such surround the immediate perimeter of a terrace or patio area, and are attached to or adjoin the dwelling. The provisions of Paragraph 8 of Article I shall not apply to completely enclosed screened areas attached to the dwelling.

D. Definitions

The terms “Front Dwelling Line, Garage Side”, “Front Dwelling Line, Non-Garage Side”, “Side Dwelling Line” and “Rear Dwelling Line” are as used in Exhibit A.

9. Vehicles.

No vehicle (including motorcycles) shall be parked in the subdivision except on paved streets, paved driveways, or in garages. No trailers, trucks or vehicles which are primarily used for commercial purposes, other than those present on business, may be parked in the Subdivision at any time; provided, however, a commercial truck or vehicle owned or used by a lot owner shall be permitted if parked inside of a garage and kept concealed from public view. Boats, trailers, campers and/or other recreational vehicles shall be parked inside of garages and/or concealed from public view behind a fence that meets deed restrictions. Licensed motorcycles used for street transportation are allowed except that the number of motorcycles maintained at a residence cannot exceed three in public view.

10. Storage.

No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view. Trash, garbage or other waste shall not be put out for pickup until the night before or the day of scheduled collection days. Any other time will not be allowed, and the homeowner will be asked to remove the items from public view.

11. Clothes Hanging and Antennas.

Clothes hanging devices exterior to a residence shall not be permitted except for completely fenced rear yards, out of sight of neighbors. No exterior radio, or electronic antennas, except small dish antennas shall be allowed; however, antennas which are installed so as to be completely concealed from the public view, such as in attics or garages shall be permitted. TV antennas must be maintained and in good repair as determined by the Board.

12. Ponds.

Ponds and other water retention areas ("Ponds") within the Subdivision are for the exclusive use of the owners and occupants of those lots on which such ponds are located. In no event, however, shall any pond be used for swimming, bathing or boating purposes.

13. Lot Upkeep.

All owners of lots with completed houses thereon shall, as a minimum, have the grass cut regularly and all trash and debris removed as per Pinellas County standards. All landscaping, including trees, should be kept clear of public sidewalks. General dwelling maintenance shall be the responsibility of the homeowner. If owners fail, in the Board's sole discretion, to maintain their lot and/or dwelling as required herein, the Board is hereby authorized, but shall not be hereby obligated, to so maintain their lot and said owners shall reimburse the Board for actual costs incurred therewith.

14. Signs.

Upon each lot, no signs shall be displayed with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24", a maximum of one (1) home security sign not exceeding the size of the manufacturer's standard warning sign and a maximum of two (2) "Beware of Dog" signs.

Article II

Miscellaneous

1. Term and Amendment.

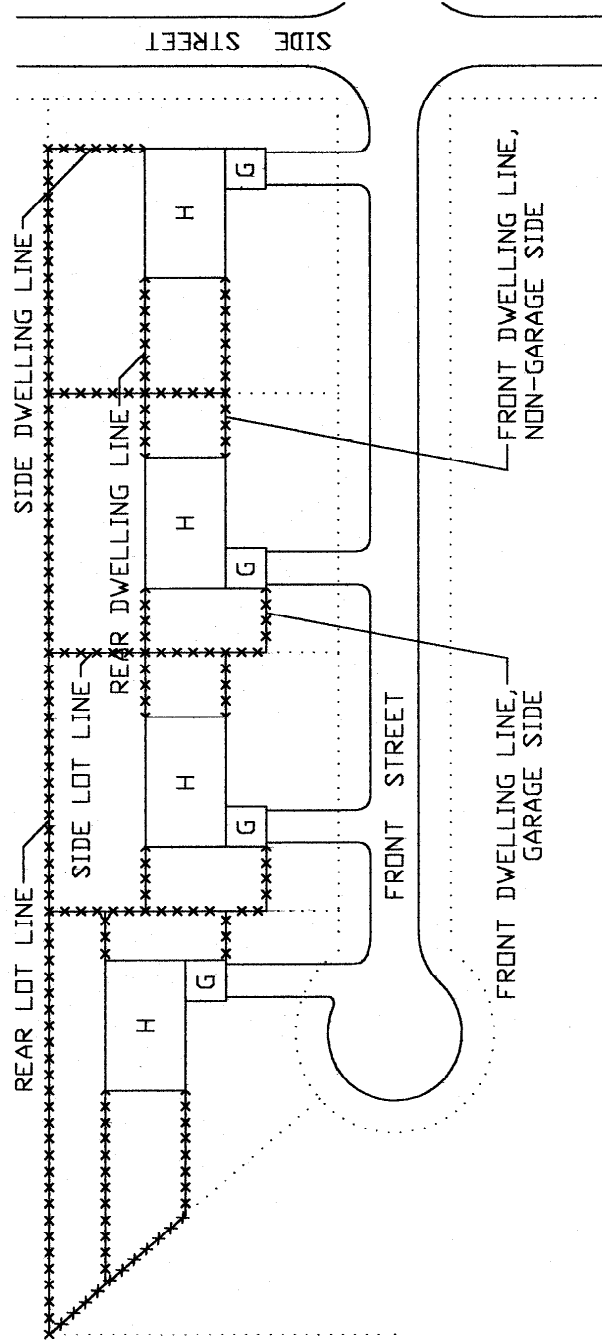
These Restriction shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any

ten (10) year period an instrument in writing, signed by a majority of the owners of lots in the Subdivision, has been recorded in the Public Records of Pinellas County, Florida, which said instrument may agree to alter or rescind these Restrictions in whole or in part except as hereinafter specifically provided. Subject to the provisions of Section 15 of Article I, these Restrictions may be amended by not less than seventy-five percent (75%) of the owners of lots in the Subdivision. The Board shall have the right to utilize proxy votes for any owners who choose not to vote, including absentee owners. No amendment of the Restrictions shall require Developer to relinquish any rights reserved to Developer under the Restrictions or require a lot owner to remove any Structures or fence constructed in compliance with the Restrictions existing on (i) the date on which the construction of such Structures or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such Structures or fence commenced within 90 days of his taking title.

2. Enforcement.

If any person, firm or corporation or their heirs or assigns shall violate or attempt to violate any of these Restrictions it shall be the right of the Board or any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation including reasonable attorneys' fees and court costs, including costs to appeal, or other dues for such violation. The Board shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by the Board or any other person or entity to enforce any provisions of these Restrictions upon breach thereof shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent the Board or any of the lot owners in the Subdivision from enforcing these Restrictions.

BONNIE GLYNN, PHASE I (including PHASE I-A and PHASE I-B)



***** PERMITTED FENCE LOCATION H - HOUSE LIVING AREA
 LOT LINE G - GARAGE

EXHIBIT A
 DEFINITIONS FOR FENCE RESTRICTIONS

3. Severability.

Invalidation of any of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 10th day of September, 2008.

THIS DOCUMENT IS A COPY OF THE ORIGINAL DOCUMENT AND IS NOT TO BE CONVEYED AS AN ORIGINAL. THE ORIGINAL COPY OF THE DEED RESTRICTIONS IS ON FILE WITH THE PINELLAS COUNTY CLERK OF COURT, OFFICIAL RECORD BOOK 16381, PAGE 2095-2102.
