

Engineering
464-3672

KARLEEN F. DE BLAKE
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.

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REC 2700
DS _____
INT _____
FEES _____
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TOTAL 8700

THIS INSTRUMENT PREPARED BY:
Tom R. Moore, Esquire
Post Office Box 13442
Tallahassee, FL 32317
Revised: MFT 6/15/89

DECLARATION OF COVENANTS AND RESTRICTIONS
AND GRANT OF EASEMENTS
FOR
SEASIDE SANCTUARY

01 An Environmentally-Sensitive Coastal Community

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into this 6th day of July, 1989, by THE KONRAD GROUP, INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer, as the owner or prospective owner of the real property described in ARTICLE I of this Declaration, who is joined herein by the other owners, with whom Developer has contracts to unify the parcels comprising the lands described in ARTICLE I, desires to create thereon a residential community of single-family dwellings; and

WHEREAS, Developer desires to provide for the preservation of values and amenities in the community and for the maintenance of the street lights, roadways, common improvements, drainage facilities; and to this end, desires to subject The Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which are for the benefit of The Property and each owner thereof; and

WHEREAS, in furtherance of such purposes, the Developer desires to create an agency for the administration and enforcement of these covenants, and the collection and disbursement of assessments authorized hereunder;

WHEREAS, Developer will incorporate under the laws of the State of Florida, a nonprofit corporation, SEASIDE SANCTUARY RESIDENTS ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid;

WHEREAS, all parties executing or joining in the operation of this Declaration desire to establish, grant and convey to the SEASIDE SANCTUARY RESIDENTS ASSOCIATION, INC., the easements and other rights herein created and established;

NOW THEREFORE, the Developer and all parties executing and joining in this Declaration declare that the real property described as The Property in ARTICLE I, hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit it) shall have the following meanings:

27014929 GEM 09-14-89 17:13:22
01 RECORDING 1 \$87.00

Return.
Michael Mc Daniel
512 N. Ft. Harrison Ave
Clearwater, Fl. 34615

TOTAL: \$87.00
CHECK AMT. TENDERED: \$87.00
CHANGE: \$0.00

A. Association. SEASIDE SANCTUARY RESIDENTS ASSOCIATION, INC.

B. Common Improvements. Those improvements on the land as constructed by the Developer or Association for the enhancement and protection of The Property or to meet governmental requirements placed on The Property.

C. Common Areas. Any and all properties owned by the Association for the common use and enjoyment of its members.

D. Lot. Any parcel of land shown on the recorded subdivision plat of The Property as a platted single-family lot. "Lot" shall also include the residence located thereon when a residence has been constructed on the lot.

E. Owner. The record owner, including the Developer, whether one or more persons or entities own the fee simple title to any Lot; provided, however, owner does not include any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or other legally valid proceeding in lieu of foreclosure.

F. Member. All those Owners who are members of the Association as provided in ARTICLE III, Section I hereof.

G. The Property. All lands platted as SEASIDE SANCTUARY SUBDIVISION, per the recorded plat thereof in Plat Book 101, Pages 70+71 to 71 of the Public Records of Pinellas County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property as defined in ARTICLE I, paragraph G. above, and each Lot is, and shall be, held transferred, sold, conveyed, and occupied subject to this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an owner shall be a member of the Association. If the owning entity shall not be a natural person, the entity shall designate a natural person who shall than be the designated member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot and may not otherwise be assigned, hypothecated, or encumbered in any manner.

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

Class A. Class A members shall be those owners as defined in Section 1 other than the Developer. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Developer shall be the Class B member. The Developer, as Class B member, shall be entitled to three (3) votes for each Lot in which it holds the interest

required for membership. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, the Class B membership shall become Class A membership and entitled to vote as such.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within The Property, hereby covenants and each owner of each Lot, by acceptance of title therefore, whether or not it shall be so expressed in the instrument of conveyance, is deemed to covenant and agree to pay to the Association all annual and Special Assessments established by the Association under authority of this Agreement. All such assessments, together with interest, costs and reasonable attorney's fees, shall be charges on the land and shall be continuing liens upon the Lots against which such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of each party having an ownership interest in such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of The Property and for the improvement and maintenance of any of the common improvements, including, but not limited to:

- A. Payment of operating expenses of said Association.
- B. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of signage, landscaping, and Common Improvements.
- C. Maintenance, improvement and operation of all easements and systems on The Property.
- D. Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association.
- E. Providing night watchmen, or other security services as may be specifically authorized by The Association.
- F. Doing any other thing or things necessary or desirable, in the judgment of the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the subdivision.
- G. Repayment of funds and interest thereon, borrowed by the Association.
- H. Maintenance, alteration, repairs and improvements of any private roadways or other avenues for ingress or egress or parking now or hereafter owned by the Association or by its members.

Section 3. Initial, Annual, and Maximum Amount of Assessment.

A. Initial Assessment. The initial assessment shall be the sum of One Hundred Dollars (\$100.00) per Lot, one half (1/2) of which will be paid by the Developer, and the balance by the Lot Owner, at the closing on each Lot.

B. Special Assessment. The owners of lots received from Developer through contracts with Developer, entered into prior to July 1, 1988, shall be exempt from the initial assessment for such lots.

C. Annual Assessment. On the first Monday in each January, beginning January 2, 1989, there shall be due and payable to the Association and annual assessment of One Hundred Dollars (\$100.00) for each Lot.

D. Reduction of Assessment Amount. The Board of Directors may reduce the annual assessment for any year after 1989, upon determination that the full amount of the annual assessment established above is unnecessary to meet current and future needs of the Association.

E. Change in the Amount of Annual Assessments. Subject to the previous provisions of this Article, the Association may change the amount of any annual assessment for any future year by a vote of two-thirds (2/3) majority of the members thereof, irrespective of the Class of members who are voting, (meaning that there will be one (1) vote per lot), taken at a meeting duly called and held in accordance with the provisions contained herein and in the Articles of Incorporation and the Bylaws of the Association.

Section 4. Special Assessments. The Association is hereby vested with the authority to levy such additional assessments as the members may deem necessary or appropriate for the management, operation, maintenance, repair, replacement, alteration or improvement of the Common Areas or to provide for such additions thereto as may be authorized under this Declaration. The affirmative vote of a two-thirds (2/3) majority of the members thereof, irrespective of the class of members who are voting, shall be required for this purpose, taken at an annual or special meeting called and held in accordance with the provisions of the Articles of Incorporation and the Bylaws of the Association.

Section 5. Certification of Payment. The Association shall upon written request furnish to an Owner a statement in writing signed by an officer of the Association, setting forth whether the assessment attributable to his property has been paid. This statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Record of Receipts and Expenditures. The Association will maintain a record of all of its receipts and expenditures in accordance with standard accounting principles. These records of the Association shall be available for inspection by the members at reasonable times and upon prior scheduling.

Section 7. Late Charge for Assessments. If any Lot Owner shall fail to pay an assessment within fifteen (15) 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. This late

charge shall not exceed the sum of Two Dollars (\$2.00) for each day in which the delinquency shall occur beyond the fifteen (15) day grace period.

Section 8. Lien for Assessment Unpaid. All unpaid assessments will bear interest at the highest lawful rate 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 the preceding paragraph. 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 fees and all costs incurred in the collection of the delinquent assessment, and the enforcement of the lien, including but not limited to, all trial and appellate litigation costs. 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. 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, without waiving any Claim of Lien right, hereunder.

Section 9. Limitation of Assessment Liability by Mortgagee. When the Mortgagee of a First Mortgage of record or deed given in lieu thereof, or other party buying through a foreclosure thereof, obtains title to a Lot as a result of a foreclosure of the First Mortgage, such acquirer of title and his successors and assigns shall not be liable for any unpaid assessments pertaining to the foreclosed Lot, which became due prior to the acquisition of title, unless a Claim of Lien for such assessment is recorded prior to the recording of the Mortgage.

Section 10. Exempt Property. All properties of the Association conveyed by easement to, or other interest dedicated to any public authority for public use will be exempt from the assessments, charges and liens which are authorized herein.

Notwithstanding the homestead laws of Florida, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

ARCHITECTURAL REVIEW BOARD

Section 1. General. No building, fence, driveway, patio, paved area (other than platted streets), wall or other structure shall be erected, constructed or maintained upon any Lot located within The Property, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot, until the plans and specifications showing the nature, shape, height, materials, square footage, location and landscaping of the same shall have been submitted by the proposer of the improvements to and approved in writing by the Architectural Review Board as hereinafter defined. If the Architectural Review Board fails to grant or deny approval within thirty (30) days after said plans and specifications have been submitted to it, said Board approval will be deemed to have been given. One (1) copy of all plans and specifications shall be furnished by the proposer of the improvements to the ARB for its records, and written receipt showing the date received, shall be required of and provided by the Board.

Section 2. Setback Lines. The setback lines for location of houses on lots shall be as set out in the Planning Criteria attached as Exhibit "A". So that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of large trees and other natural features, the ARB shall have the right to control and to decide the precise site and location of any house or dwelling or other structure upon The Property; provided, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site.

Section 3. Use. All houses and structures appurtenant thereto on The Property shall be used for residential purposes, exclusively.

Section 4. Guest Suites. A guest suite or like facility may be included as part of the main dwelling or as an accessory building, but the suite may not be rented or leased except as part of the entire premises including the main dwelling. Further, the guest suite shall not result in overcrowding of the site.

Section 5. Creation and Composition of A.R.B. The Developer shall form a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", consisting of three (3) persons designated by the Developer. The ARB shall maintain this composition until control of the Association has passed to the owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Property. The Board of Directors shall also be obligated to appoint at least one (1) member of the Association to the ARB. Neither the Association, the Board of Directors of said Association, nor the members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. All actions of the ARB shall be taken only at board meetings called upon reasonable advance notice given to each member and at which a quorum of two (2) members is present.

Section 6. Planning Criteria. The Developer, in order to give guidelines to owners concerning construction and maintenance of residences hereby promulgates the ARCHITECTURAL REVIEW BOARD CRITERIA ("Planning Criteria"), which is attached as Exhibit "A", and hereby declares that The Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

Section 7. Duties. The ARB shall have the following purposes and duties:

A. To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of which the Association has notice. Any amendment shall include any and all matters considered appropriate by the ARB not consistent with the provisions of this Declaration.

B. To approve or disapprove, any building, fence, wall, pool or other structure which is erected or maintained upon The Property; to approve or disapprove any exterior additions or changes or alterations therein; and to approve or disapprove any plans and specification for Lot grading and landscaping. For any of the above, the proposer of the improvements shall furnish to the ARB a set of the

plans and specifications showing the nature, type, shape, height, materials and location of the same. The ARB shall state its approval or disapproval in writing, giving the reasons therefor (such as, for example, an absence of harmony of the external design and location in relation to surrounding structures) and specifying changes that would correct any problems resulting in disapproval. The conclusion and opinion of the ARB shall be binding. It may determine for any reason, including purely esthetic reasons, that said improvement, alteration, addition or change is not consistent with the development plan formulated by the Developer of The Property or contiguous lands thereto.

C. To require to be submitted to it for approval, samples of building materials or other data or information reasonably necessary for it to reach its decision.

D. To require each owner to submit two (2) sets of plans and specifications to the ARB prior to applying for any commitment for construction financing or obtaining a building permit. One set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications approved. All approval of plans or specifications must be evidenced by signatures of at least two (2) members of the ARB on the plans or specifications furnished.

Section 8. Power of Association in Review Process.
In addition to the ARB, the Association shall have the authority, upon the vote of a majority of the members thereof present at any meeting duly called and held for such purpose, in accordance with the Articles of Incorporation and the Bylaws, of the Association, from time to time, to include within the promulgated Planning Criteria other restrictions or amendments to existing restrictions, regarding such matters as prohibitions or regulations pertaining to window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, parking storage or repair of vehicles, removal of trees, gutters, easements, play structures, swimming pools, utility connections, television antennas, driveway construction, and other such restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB.

Section 9. Enforcement of Planning Criteria. In addition to the other powers and duties set forth above, the ARB, along with the Developer or the Board of Directors shall have the right to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time. Should any owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (3) days written notice, the ARB, the Developer, and the Board of Directors of the Association shall have the right to enter upon the Lot and make such corrections or modifications as are necessary or to remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the owner. Should the ARB, the Developer, or the Board of Directors find it necessary to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal in any judicial proceeding, shall be collectible from the owner. Neither the ARB, the Developer, the Board of Directors of the Association, nor any of their agents or employees, shall be liable to any owner, for any injury or damage, unless caused by either gross negligence or intentional wrongdoing of the ARB, the Developer or the Board of Directors.

Section 10. Authority to Grant Variances. The Architectural Review Board shall have the authority, upon the vote of a majority of the members thereof present at a meeting called and held for such purpose, in accordance with the Articles of Incorporation and the Bylaws of the Association, to grant variances to any provision herein contained and under its jurisdiction by this Article V, which is based upon its determination that a hardship to the Owner would otherwise result, or that the Owner's design or use criteria are of exceptional merit, and in harmony with the intent, although not the language of these Restrictions.

ARTICLE VI

EXTERIOR REPAIRS AND MAINTENANCE

Section 1. Exterior Repairs and Maintenance. In addition to maintenance of the Common Improvements, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any residence located on a Lot. Prior to performing any maintenance on any unimproved Lot or residence located on a Lot, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Property. Before beginning any work, the Board of Directors must furnish thirty (30) days' written notice to the owner at the last address listed in the Association's records for the owner, notifying the owner that unless certain specified necessary repairs or maintenance are made within said thirty (30) days period the Board of Directors shall cause said necessary repairs or maintenance to be made or performed and same shall be charged to the owner. Upon failure of the owner to act within said period of time, the Board of Directors shall have the right to enter upon any such Lot to make the required repairs or maintenance. The Board of Directors shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and all other exterior improvements; provided, whoever, neither the request of any owner to the Association to provide the foregoing, nor the said notice by the Association to the owner, shall in any way obligate the Association to make such repairs or to provide such maintenance.

Section 2. Assessment of Cost. The cost of such exterior maintenance or repair shall be assessed against the Lot Owner, and shall be payable immediately. The Association shall have the same lien rights, rights of interest and late charges for non-payment, and collection remedies as it has for other assessments, as provided in this Declaration. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under ARTICLE IV hereof, may add thereto the estimated cost of the exterior repairs and maintenance for that year but shall, thereafter, make such adjustments with the owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior repairs or maintenance authorized by this Article, the Association, and its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Condition of Buildings or Grounds. It shall be the responsibility of each owner to prevent from occurring any unclean, unsightly or unkept conditions of building(s) or grounds on his Lot which shall tend to substantially detract from the neat, harmonious and attractive appearance of the community as a whole or a specific area.

Section 2. Land Use. No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the other residents within the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may destroy or substantially detract from the enjoyment of other property in the neighborhood by the owners thereof. Further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Insect, Rodent and Fire Control. In order to implement effective insect, rodent and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping has been implemented (with no prior written approval of the Association of such plan), such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, clearing, cutting or pruning underbrush or weeds which in the opinion of the Association affect the safety of the Association members. Such entry for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon land to remove any trash which has collected on such Lot without such entry and removal being deemed a trespass. The provisions of this Section 3 shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 4. Dwelling Size and Location. Each single family dwelling shall be located on no less than a full lot and shall have a minimum living area of 2200 square feet exclusive of screened and open porches, terraces, patios, garages, and the like. Each dwelling shall have a minimum of two bathrooms.

Section 5. Garages. All dwellings shall have a garage adequate to house at least two (2) automobiles, and shall be equipped with garage doors that will be maintained in a usable condition. No carports or open structures for the purpose of housing automobiles or any other such vehicle shall be permitted on any Lot.

Section 6. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. This does not restrict the right of any owner to install, operate and maintain a water pump or well or accessories pertaining thereto on the premises for use for swimming pool and irrigation purposes.

Section 7. Signs. No commercial signs shall be erected or maintained on any Lot, with the exception of "For Sale" signs which shall not exceed twenty-four (24) inches by twenty-four (24) inches which are to be displayed only inside a window of a house and at no other location on the Lot,

except when the dwelling is "open for inspection" and the particular owner's representative is in attendance. This Section 7 does not apply to the Developer or its agents, who shall have the right to erect and maintain signs of such size and in such locations as they may deem appropriate.

Section 8. Parking. No vehicle shall be parked on any part of any Lot except on a paved street or driveway unless specifically designated for such purposes and approved by the ARB. No R.V. or travel trailer, truck, vans, motor home, camper, boat, boat trailer or other recreational vehicle shall be parked in the subdivision unless such is concealed from the public view within a garage or structure as approved by the ARB. No trailer, or commercial vehicles other than those present for doing business within a household may be parked in the subdivision, and those vehicles present for business shall not remain longer than during regular business hours (not to exceed 72 hours).

Section 9. Easements and Utilities. Perpetual easements for the installation and maintenance of utilities and drainage facilities and any access easement to the shore from the private roadways of the subdivision as shown on said plat for the subdivision filed in the public records of Pinellas County, Florida, are hereby dedicated. No structure shall be erected, placed or permitted and no alterations shall be made within any easement, except with the express written consent of the ARB and the Association. No owner shall in any way hinder the surface or subsurface drainage of the property within a drainage easement. No utility improvement, drainage structure or contour, water and sewer line within any street right-of-way or easement area shall be removed or altered for any purpose without the specific written consent of the Developer. Such consent of the Developer shall be contingent upon prior approval by all appropriate governmental bodies.

Section 10. Storage Receptacles. No fuel tanks, oil tanks, bottled gas tanks, water conditioners, swimming pool filters or similar structures or storage facilities may be exposed to public view. Any such structure or receptacle may be installed only within the main dwelling house, within the accessory building, or within a screened area as approved by the ARB. Storage facilities which are underground and approved by the ARB are permissible, provided all necessary governmental approvals are secured.

Section 11. Trees. No trees measuring six (6) inches or more in diameter at two feet above level may be removed without the written approval of the ARB unless located within five (5) feet of the main dwelling or any accessory building. Further, any required governmental tree removal permit shall be secured by the owner.

Section 12. Temporary Structures, Facilities and Parking. No structure of a temporary character shall be placed on The Property at any time; provided, however, that this prohibition shall not apply to shelters used by an owner of his agent during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not at any time be used as residences nor permitted by an owner or his agent to remain on said property after completion of construction. This prohibition shall apply to all tents, trailers, campers and the like. Temporary parking only for the specific purpose of loading or unloading recreational vehicle, boat, or per or trailer shall be allowed for a period not to exceed twenty-four (24) hours.

Section 13. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot other than cats, dogs and other household pets which are not bred or maintained for any commercial purposes. The total number of such pets shall not exceed three (3) in number per Lot. Such household pets must not constitute a

nuisance or cause unsanitary conditions. For the purposes of this Section, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. American Pit Bull Terriers are hereby deemed to be a nuisance, and no American Pit Bull Terrier or any other dog commonly referred to as a Pit Bull, whether pure or part breed, shall be allowed, raised, bred, or kept on any Lot. All pets must be kept on leashes when out of doors. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from Seaside Sanctuary if the pet has attacked or bitten a person or other person's pet or is otherwise deemed to be a nuisance either under the terms of this paragraph or a law.

Section 14. Garage and Yard Sales. No owner or resident will be permitted to have yard sales or garage sales at any time.

Section 15. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Seaside Sanctuary.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, by the Owner of any land subject to this Declaration, their legal representatives, heirs, successors or assigns, for a term of fifty (50) years from the date this Declaration is recorded. After such time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years until and unless an instrument signed by the then owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate said Covenants and Restrictions in whole or in part.

Section 2. Notices. Any notice required to be furnished to any member or owner under the provisions of this Declaration shall be deemed to have been properly furnished when mailed, to the last known address of the person who appears as Member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Developer, the Association, or any individual member may enforce these covenants and restrictions through any remedy available at law or in equity, against any party who violates or attempts to violate them. All costs incurred, including a reasonable attorney's fee shall be the expense of the defaulting party. The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, an individual member, or the Association, to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 4. Severability. The invalidation of any provision or provisions of the Covenants or Restrictions set forth herein by Judgment or Court Order shall not affect or modify any of the other provisions of said Covenants and Restrictions, which shall remain in full force and effect.

Section 5. Amendment by Developer. The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency among the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to the said land which do not lower standards of the Covenants and Restrictions herein contained, and (c) to release any building plot from any part of the Covenants and Restrictions which have been violated (including building restrictions) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 6. Acceptance of Responsibility. Every owner purchasing a Lot in SEASIDE SANCTUARY shall be conclusively presumed, by the recording of the conveyance of said property to such owner, to have agreed to abide by the provisions herein contained and to do and perform all affirmative acts required herein and to refrain from doing those things prohibited herein.

Section 7. Government Regulations. Each owner of a Lot within SEASIDE SANCTUARY shall abide by all applicable laws and ordinances of the State of Florida, of Pinellas County and of any other governmental body having jurisdiction with respect to The Property.

Section 8. Environmentally-Sensitive Areas. The Developer proposes to create SEASIDE SANCTUARY as an environmentally-sensitive coastal community which includes a recorded "sensitivity line", consistent with plans for conservation and development of the overall tract. The proposed sensitivity area abuts the shoreline of the platted waterfront homesites of SEASIDE SANCTUARY. Therefore, in addition to the above and foregoing covenants and restrictions pertaining to The Property, each owner of a Lot further agrees to be bound by the following conservation restrictions as to the proposed sensitivity area within The Property and as to the owner's land waterward of the "sensitivity line":

No owner shall build or maintain a structure or or improvements, or place any fill on any portion of the said sensitivity area, or plant any vegetation or planting materials, or remove, damage, alter, or otherwise adversely impact the vegetation within the sensitivity area or otherwise take any actions of any kind that will adversely affect the vegetation or marine and animal life within such sensitivity area, without the written consent of the Association, as to the owner's land within the sensitivity area. The Association shall not unreasonably withhold its consent to an owner's actions within the sensitivity area. If an owner of a lot secures approval for specified actions from appropriate government agencies for activities within the sensitivity area, his request for consent of the Association shall be presumed to be reasonable. The Association or any individual owner of a lot in SEASIDE SANCTUARY shall have the absolute and unencumbered legal right to enforce the terms and conditions of these covenants and restrictions.

COVENANT CONCERNING ROADWAYS

Section 1. Intent. It is the intent of the Developer and each lot Owner that the roadways, avenues and rights-of-way within the Subdivision be private rights-of-way for the benefit of the Owner and their approved guests, licensees and invitees.

Section 2. Dedication. The Developer and each Owner hereby dedicate and grant to each other Owner, and to the Association, for the use and benefit of the members, their approved guests, licensees and invitees a perpetual easement on, over, under and across all paved roadway areas as identified and shown on the Subdivision plat, or which maybe designated by the Developer, including any lands which any of them may own or hereafter own as a consequence of the vacating and release of the 1892 plat of SEASIDE ASSEMBLY SUBDIVISION. This perpetual easement will be for access, ingress, egress, utilities and all other purposes intended for the common good of the members of the Association, and consistent with the provisions of this Agreement. The Developer and each Owner hereby dedicate and grant to the Association a perpetual easement on, over, under and across all easement (detention por's and drainage areas, etc.) areas as identified on the Subdivision Plat. This perpetual easement will be for access, ingress, egress, for utilities or maintenance of such and for the common good of the members of the Association. It shall be the responsibility of the individual Lot owner to maintain the easement areas within their Lot boundaries.

Section 3. Security. The Association is hereby authorized to establish a limited access entry system for the Subdivision, through the access areas dedicated by the preceding paragraph. All costs and expenses incurred in establishing, operating, maintaining, altering and improving such security and limited access system shall be considered an ordinary expense of the Association, assessable as any other expense, herein.

ARTICLE X

WATERFRONT ACCESS EASEMENT

An easement for ingress and egress for pedestrian traffic between the waterfront area as shown on the Subdivision Plat, is hereby granted by the Owners, to the Association for the use and benefit of its members, their approved guests, licensees and invitees. Such nature trail easement is on, over, under and across the area as shown on the Subdivision Plat located to the north east end of Sanctuary Place cul-de-sac. Said easement is granted in perpetuity. All costs and expenses incurred in conjunction with the ownership of these easement rights, or in their use and enjoyment shall be common expenses of the Association collectible in the manner of collecting other expenses, set forth herein.

IN WITNESS WHEREOF, the Developer, THE KONRAD GROUP, INC., has caused this document to be executed, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

WITNESS:

Carol J. Callaghan
Judy H. Fiegel

THE KONRAD GROUP, INC.

By: William J. Caspelle
Its President

ATTEST:

Sam M. Miller
Secretary

SEASIDE SANCTUARY

EXHIBIT "A"

ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

The property shall be subject to the following restrictions, reservations, and conditions which shall be binding upon the Developer and upon each and every owner who shall acquire hereafter a lot located within The Property and shall be binding upon the respective heirs, Personal Representatives, successors and assigns as follows:

1. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, not to exceed thirty five (35) feet in height, a private enclosed garage for not less than two nor more than three cars, and a storage room attached to the ground floor or such garage. No Lot shall be used except for residential purposes. No structure shall be erected upon any Lot without prior approval thereof by the Architectural Review Board (ARB) as set forth in ARTICLE V of the Covenants to which this Exhibit is attached. No owner may subdivide a Lot, though the Developer reserves the right to replat any Lots in the Property as set out in ARTICLE II, of the Declaration. Unless approved by the ARB as to use, location and architectural design, no garage, shed or other structure (e.g. bar-b-q pet, trellis) may be constructed separate and apart from the dwelling nor can any of the aforementioned structures be constructed prior to the main residence except upon ARB approval. There shall be no occupancy of a residence until completion of construction. The lower area of the house must have a privacy wall on the street side.

2. Dwelling Quantity and Size. Each single family dwelling shall be located on at least one full lot and have a minimum living area of 2,200 square feet exclusive of screened and open porches, terraces, patios, garages, and the like. Each dwelling shall have a minimum of two inside baths. Stilt homes shall be enclosed on the ground floor to be approved by the ARB. Buildings first floor area to be a minimum 1,500 square feet and not to exceed two and one-half (2 1/2) stories. All homes to be built by a licensed contractor doing business in Pinellas County.

3. Building Location and Setback.

A. The front yard shall not be less than twenty five (25) feet in depth measured from the front lot line to the front of any building structure.

B. The rear yard shall not be less than the greater of the following: (1) thirty (30') feet in depth measured from the rear lot line to the rear of any building structure; or (2) the depth measured from the rear lot line to the "sensitivity line" shown on the recorded plat.

C. No dwelling structure will be constructed within ten (10') feet of any side lot lines. A ten foot wide strip on each side of the lot shall remain in its natural state.

D. All residential structures shall meet the minimum requirements for Federal Flood Regulations.

4. Roofs and Roofing Materials. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a residence, unless the ARB shall deem it appropriate in

relationship to the overall design. No built up roofs shall be permitted, except on approved flat surfaces. Roofing materials shall be wood shakes or fiberglass asphalt shingles unless specifically approved by the ARB. In no case shall cement tile roofs be permitted.

5. Garages. All garages must have a minimum width of twenty-two (22') feet for a two-car garage. All garages must have either a single overhead door with a minimum door width of sixteen (16') feet for a two-car garage or two, eight (8') feet in width, overhead doors. No carports shall be permitted. Openings of garages shall not be visible from the street, if possible. All garage doors must be maintained in a usable condition.

6. Driveway Construction. All living units shall have a paved driveway of stable and permanent construction materials (e.g. concrete, brick, etc.) of at least sixteen (16') feet in width at entrance to the garage. Asphalt or other surfaces will be permitted if specifically approved by the ARB. If a driveway must cross a drainage swale to connect with the street, it shall have a gradient that will not impede the flow of storm waters or other such drainage improvements as may be required (e.g. culverts).

7. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling within the setback lines and approved by the ARB. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rearline of the residence constructed thereon, nor be readily visible from the street.

8. Fences and Walls. Composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. No chain link or metal fence shall be allowed except to surround a tennis court. All fences which utilize posts and stringers shall be construed in such a manner that the post or stringer is concealed from view from the street or any adjacent lot.

9. Swimming Pools and Tennis Courts. Any swimming pool, tennis court, hot tubs or other such bathing facility, or playing surfaces which are of permanent construction (e.g. shuffleboard courts) to be constructed on any Lot will be subject to requirements and review by the ARB. Particular attention shall be paid to avoid excessive glare and reflection of any proposed night lighting system on adjacent lots.

10. Garbage and Trash Disposal. All trash, garbage and other waste shall be kept in sanitary containers, and except during pick-up, when required, to be placed at the curb. All such containers shall be kept within an enclosure approved by the ARB and shall be located in such a manner that it will be out of sight from the street. There shall be no burning of trash or other waste material.

11. Clothesline. NO clotheslines will be permitted unless approved by the ARB.

12. Window Air Conditioning Units. Unless prior approval of the ARB is obtained, no window air conditioning units shall be permitted.

13. Mailboxes. No mailbox, paperbox or other receptacle of any kind for the use and delivery of mail, newspapers or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to all receptacles attached to the residence,

each property owner, at the request of the ARB, shall replace the boxes and receptacles previously employed for such purposes with receptacles attached to the residence.

14. Windows. All window frames shall be of anodized bronze or wood finish, unless a variance is granted by the ARB.

15. Sight Distance Along Roadways. No fence, wall, hedge or shrub planting shall be placed or permitted on any Lot within ten (10) feet of the street property line, which obstructs sight lines from the roadway or interferes with the sight line of vehicular traffic. No trees shall be planted or maintained within such area unless the foliage line is maintained in a manner that does not obstruct such sight lines.

16. House Numbers. On each Lot the house number shall be clearly displayed in such a manner that it can be visible from the street. Numbers shall be displayed on the residence, mailbox, post light or other such structure built specifically for this purpose with the approval of the ARB.

17. Antennas. It is the general intent that no external antennas for any purpose shall be allowed to be constructed on any Lot.

18. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Exposed concrete blocks shall not be permitted as an exterior finish of any living units or detached structure above grade. No artificial or imitation materials (e.g. stone, brick) shall be permitted. The ARB shall encourage use of wood, brick, stone or other such materials that will blend with the environment of SEASIDE SANCTUARY. All colors of exterior surfaces shall be earthtone and approved by the ARB.

19. Landscaping, Sodding and Natural Areas. As much as is reasonably possible, all Lots shall retain their natural ground cover. Areas which are exposed or lacking in significant ground cover shall be sodded or landscaped in keeping with the natural environment. Particular attention shall be paid to the prevention of soil erosion.

20. Review Documents. Prior to applying for a building permit or any commitment for construction financing, plans and specifications for all improvements shall be submitted to the ARB. The following criteria shall apply to those documents:

A. Drawings and documents required for review shall consist of the following:

1. Site plan at a scale of not less than 1" = 20'-0".
2. Floor plans of a scale of not less than 1/8" = 1'-0".
3. Elevations of all sides of contemplated structures at a scale of not less than 1/8" = 1'-0".
4. Summary specifications list of all proposed exterior materials.

B. The site plan shall show the following:

1. Location and size of all structures with dimension setbacks from property lines.
2. Location of all walkways, driveways, retaining walls, fences, steps, pools or any such improvements to be constructed on the Lot.

3. Existing and proposed topographic elevations for Lot grades, as well as all floor elevations for proposed structures. Elevations shall be given for all proposed walks, stairways, retaining walls, driveways and like improvements. Drainage patterns should also be illustrated.

4. Location and type of all trees in excess of six (6") inches in diameter at two feet above existing ground level.

5. Location of all mailboxes, post lamps, house numbers, trash receptacles, air conditioning compressors, swimming pool filters and other such appurtenances which may be associated with the dwelling unit.

6. All easements, setbacks and other requirements as shown on the plat or as per governmental regulations.

7. Location of all utility connections for sewer, water, electricity and the like.

8. All areas to receive landscaping, sodding or to be left in their natural state. Any areas which are indicated for landscaping shall also be noted as to type and size of plants or other materials to be placed therein.

C. The floor plan shall delineate the names of each room or the purpose of such room. There shall be overall computation of the total living area, roofed or covered area, and garage or storage space.

D. The depiction of elevations of all sides of contemplated structures shall include information as to the material to be used, as well as color and texture if not customarily known by its designation. The display of the house number shall be at an appropriate elevation.

21. Gutters and Downspouts. Gutters and downspouts may be required in cases where runoff from roof surfaces may cause erosion of the Lot. All downspouts will have splash blocks, sumps or other such erosion control devices.

22. Exterior Materials. If any exterior material designation is not commonly known as to the color, texture or other such characteristic of its appearance and cannot be specified in such a manner that it is clearly understood by the ARB, a sample of such material shall be supplied for approval prior to its application or installation.

23. Exterior Doors. All exterior doors including garage doors shall be wood or have a wood facing. Glass may be included in the door.

24. Pool/Screen Enclosures. All screened (e.g. pools, porches or patios) enclosures shall be anodized bronze or black with screen to match.

25. Sidewalk and Walkways. Sidewalks and walkways shall be installed by the homeowners only as and in such manner as is consistent with those installed by the Developer. Each owner at its sole cost and expense shall install on its Lot a continuous sidewalk.

26. Docks and Piers. There shall be no dock or pier of any type extending into the water from any Lot, unless approved by the ARB. Boardwalks may be erected by Lot owners through or over sensitivity buffer zones with appropriate governmental approval. Design and location of boardwalk must be approved by the ARB.

27. Driveways. Driveways crossing swales shall utilize culvert pipe type crossings with concrete or block

headwalls faced with natural stone. The appearance of the crossing must be approved by the ARB.

28. Completion of Construction. All Owners, except for the Declarant, must commence construction of a residence on a Lot within four (4) years after the date of closing of the initial purchase of the Lot from the Declarant. The subsequent resale of an unimproved Lot shall not extend this deadline unless such extension is granted, in writing, by the Declarant. The construction of all residences and structures must be fully completed, including all landscaping, within one (1) year after the date of commencement of construction. The Declarant or the Association shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence or structure not completed within one (1) year from the date of commencement of construction. The construction of any dwelling, or repair, or replacement of any dwelling damaged by fire or otherwise, or other structure must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or structure in an incomplete condition for a period of more than eighteen (18) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article III, herein.

29. Street Lighting District. The Declarant hereby reserves the right to establish a special street lighting district for the Property. All Owners hereby consent to the establishment of such street lighting district and acknowledge that all Lots shall be subject to assessment for the provision of said street lighting services.

30. Maintenance. Each Owner shall keep and maintain his Lot in a neat, clean, and sanitary condition prior to and during construction of the residence to be located thereon. The Owner of each Lot shall be responsible for, and shall promptly repair and damage to the roads, curbs, gutters, sidewalks or other improvements located on the Property caused by his contractors, subcontractors or materialmen during construction of any improvements on the Owner's Lot. All such repairs must be to the satisfaction of the ARB. Thereafter, each Owner shall keep and maintain each Lot and Structure owned by him, including all landscaping located thereon, in good condition and repair, including, but not limited to: (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering, and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the ARB any Owner shall fail to perform the duties imposed by this section, the ARB shall notify the Board. If the Board shall agree with the determination of the ARB, then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the ARB and the Board shall have all rights set forth in this Declaration, together with those at law or in equity, to enforce to the terms of this Declaration.

31. Perimeter Screening. Any such wall, fencing, landscaping or other screening installed by the Developer or the Association shall be considered part of the perimeter screening, regardless of whether it is located in a public

