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CLERK OF THE CIRCUIT COURT

MAY 26 1 27 PM '78

2nd ADD

TARPON WOODS SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, authorized to do business in the State of Florida, the owners in fee simple of all the following described property situate, lying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 54, Tarpon Woods Second Addition, according to the plat thereof recorded in Plat Book 77, pages 68 and 69, of the public records of Pinellas County, Florida.

and being desirous of securing the uniformity of improvements and the use of the aforesaid property, do hereby place, impress and declare the following restrictive covenants on the described property:

1. These Covenants, Restrictions and Conditions are designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified and to heighten the enjoyment of ownership thereof, to protect the value of the property by preventing the construction of unsightly structures, and the prevention of offensive or obnoxious uses.

These Covenants, Restrictions and Conditions shall apply equally to all subsequent units and additions to Tarpon Woods Second Addition, if any should be developed, unless exceptions, additions or modifications to these Covenants, Restrictions, and Conditions are filed contemporaneously with the filing for record of any plat for such subsequent units or additions.

In order to insure that all provisions of these Covenants, Restrictions and Conditions are implemented and enforced or amended for the benefit of all unit and/or lot owners in the subdivision, a committee comprised of three (3) unit and/or lot owners shall be elected at the expiration of one-year from the date of the sale of the first lot in the subdivision.

Selection of the members of said Unit Owner Committee, hereinafter referred to as the "Committee", shall be as follows:

A. At the expiration of one year from the date of the sale of the first lot in the subdivision, the Developer shall call a meeting of all unit and/or lot owners of record for the purpose of electing the members of the Unit Owner Committee.

B. The Developer shall give written notice of said meeting to all unit and/or lot owners of record by mailing a copy of said notice to each unit and/or lot owner of record.

C. The record owner or owners of each unit and/or lot in the subdivision at the time of the election, shall be entitled to cast one (1) vote for each unit and/or lot owned. Provided that the Developer is the record owner of any units and/or lots in the subdivision, the Developer shall be entitled to vote one (1) vote for each unit and/or lot to which it holds title so long as the number of votes cast by the Developer

RETURN TO:
Enw

Ballaglin, Ross, Kalka and Tortliff
380 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743
Telephone 813 381-2300

eloper does not exceed forty-nine percent (49%) of the total number of eligible votes.

D. All members of the Committee shall be unit and/or lot owners of record and shall be elected by a simple majority.

E. Members of the Committee may be replaced from time to time as necessary by a majority vote of the unit and/or lot owners of record so long as the Developer is not entitled to vote more than forty-nine percent (49%) of the total number of eligible votes.

Upon election of the members of the Committee, said Committee shall be responsible for the implementation and enforcement of these Covenants, Restrictions and Conditions and shall be vested with the authority of exercising the discretionary controls contained herein.

2. RESIDENTIAL LOTS: All lots in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single private family dwelling with attached, private garage.

3. BUILDING LINES: No structure shall be located nearer than 25 feet of the front lot line, nor nearer than 20 feet, or the minimum county standard to the rear lot line, nor nearer than 15 feet from any side street line. No structure shall be erected nearer than 7-1/2 feet from the outside walls to any interior lot line. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or the Committee thereafter, at the time the plans for buildings are submitted and a copy of such plans, including the plot plan, will be kept on file by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision or by the Committee thereafter to establish the setback lines as approved.

4. MINIMUM FLOOR SPACE: All buildings erected shall contain a minimum of one thousand six hundred (1,600) square feet for one story dwellings, and a minimum of one thousand eight hundred (1,800) square feet for two-story dwellings, exclusive of open porches, terraces, garages, or servants quarters.

5. LOT LINES: No lot shall be reduced in size by any method whatsoever without prior written consent of the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or of the Committee thereafter. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions hereby contained shall apply as a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

6. TYPE OF CONSTRUCTION: All dwellings on said lots shall be constructed of new materials, and shall have fire-resistant roofs.

7. EASEMENTS: Easements for installation and maintenance

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Rattaglia, Ross, Miller and Fortlage PAGE 2.
 980 Tyrone Boulevard
 Post Office Box 41100
 St. Petersburg, Florida 33743
 Telephone 813. 381-2300

of utilities are reserved in and over certain portions of each of said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other such lotline improvements shall be allowed, so long as access without charge or liabilities for damages be granted for the maintenance of utilities so installed, or for the installation of additional utilities.

8. SIDEWALKS: Simultaneously with the construction of a dwelling on any lot, a five feet (5') wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida. Said sidewalk shall be constructed in and along the street right-of-way wherever the owner's property abuts the street. The line of grade of said sidewalk shall be in accordance with the sidewalk plan for this subdivision.

9. TEMPORARY STRUCTURES: Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision, and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which shall be removed from the premises on completion of the building.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than six (6) square feet, advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

11. LIVESTOCK, POULTRY AND ANIMALS: No animals, birds, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot in said subdivision except that two or less dogs or cats may be kept as household pets, provided that they are not kept, bred or maintained for any commercial purpose and further provided that any such animals shall be kept in the owner's residence or in the owner's yard under fence.

12. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers, oil tanks or bottled gas tanks must be underground or placed in walled-in or shrubbed-in areas, so that they shall not be visible from the adjoining properties or from the street.

13. MAINTENANCE OF PLOTS: Each parcel or plat, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth or such as may be considered a fire hazard. In the event that any owner shall fail or neglect or omit to trim or maintain any hedge fence at the street line of his property or fail to keep clean any parcel or plot in the manner herein provided for more than ten (10) days after having been notified by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or by the Committee thereafter, to do so, in writing, addressed via registered or certified United States mail to such owner at his last known address, then the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or the Committee thereafter, for such purposes may enter upon such premises for the purpose stated in said notice.

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Battaglia, Ross, Hobbs and Fortizzo PAGE 3.
 980 Tyrone Boulevard
 Post Office Box 81100
 St. Petersburg, Florida 33743
 Telephone 813-381-2300

14. WALLS: No boundary wall shall be construed with a height of more than five (5) feet above the ground level of adjoining property and no boundary-line hedge or shrubbery shall be permitted with a height of more than five (5) feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or the Committee thereafter.

15. PARKING VEHICLES: No trucks, motor homes, boats, trailers or recreational vehicles of any kind, or school buses, shall be permitted to be parked in this subdivision for a period of more than four (4) hours, unless the same is present in actual construction or repair of buildings located on the land and no trucks shall be parked over night.

16. CLOTHES-DRYING AREA: No outdoor clothes drying area which is visible from the street or any adjacent property shall be permitted in said subdivision.

17. ABATEMENT OF VIOLATIONS: Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

18. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS: In order to insure that the homes and other buildings in the subdivision will preserve a uniformly high standard of construction, no building or other structure shall be erected placed or maintained, or remain on any building lot in this subdivision until a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, poles, property lines, and set-back lines, is submitted to the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or to the Committee thereafter, as meeting the requirements of these Covenants, Restrictions and Conditions, and as being in accordance with the building, plumbing and electrical codes of Pinellas County, Florida, in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or by the Committee thereafter, may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or of the Committee thereafter, shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. The provisions herein contained shall equally apply to repair, alteration or modification made in any building, wall or other structure.

19. VARIANCES AND ENFORCEMENT: If any person, firm or corporation, or their heirs, successors, or assigns, shall

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980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33748
Telephone 813, 391-2300

violate or attempt to violate any of these restrictions before their expiration, it shall be lawful for any person or persons owning any part or parcel of the above-described land to prosecute any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing, or to recover damages or other dues for such violation. The prevailing party shall recover all court costs and reasonable attorneys' fees, including attorneys' fees incurred on appeal.

20. **NUISANCES:** No trade, occupation or activity of any kind or nature which is offensive, annoying, obnoxious or dangerous shall be permitted on any lot in said subdivision nor shall any act or conduct which is offensive, annoying, obnoxious or dangerous to the neighborhood be permitted.

21. **DURATION:** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

22. **SEVERABILITY:** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. **AMENDMENT:** These Covenants, Conditions and Restrictions can be amended by a vote of two-thirds (2/3) of the lot owners of the aforesaid subdivision. For purposes of voting, each lot shall be entitled to only one (1) vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at St. Petersburg, Pinellas County, Florida, this 25 day of May, 1978.

Signed, Sealed and Delivered
in the Presence of:

TARPON WOODS GOLF AND
TENNIS CLUB, INC.

[Signature]
Witnesses

By: *[Signature]*
ANN FERRENTINO,
President

(Corporate Seal)

Law Office
Ballayla, Ross, Kolba and Fortizzo
980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743
Telephone 813 381-2300

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, authorized to take acknowledgments, appeared ANN FERRENTINO, President of TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, who acknowledged that she has signed the above and foregoing Declaration of Covenants, Restrictions and Conditions of TARPON WOODS SECOND ADDITION, for and on behalf of said corporation and for the purposes therein expressed.

WITNESS my hand and official seal this 25 day of May, 1978.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRING 12-31-79
GIVEN THIS 25TH DAY OF MAY 1978

Law Offices
Battaglia, Ross, Nolte and Fortizzi
980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743
Telephone 813 381-2900

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared MORTENWITZ & RAPPING and MARION RAPPING, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13th day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THROUGH GENERAL INSURANCE CO

David S. Cochran
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ROBERT H. FERGUSON and LESLIE F. FERGUSON, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13th day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THROUGH GENERAL INSURANCE CO

David S. Cochran
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared WENDIE J. JEFFERSON and CRILL JEFFERSON, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13th day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THROUGH GENERAL INSURANCE CO

David S. Cochran
NOTARY PUBLIC, State of Florida

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AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TARPON WOODS SECOND ADDITION

The undersigned, T-BAR-B CORPORATION, a Florida corporation, being the owner of lots 2, 3, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 37, 38, 39, 40, 52, 53, 55, 62, 63, 64, 65, 66, 67, 71, 72, 73, 74, and 75, of Tarpon Woods Second Addition Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida by deed dated July 1, 1985 and recorded at O.R. Book 6026, page 654 of the Public Records of Pinellas County, Florida, does hereby amend the Amended Covenants, Conditions and Restrictions for Tarpon Woods Second Addition dated December 6, 1979 and recorded in O.R. Book 4992, Pages 2045-2063, Public Records of Pinellas County Florida. The amendments are as follows:

ARTICLE I, Paragraph F. is amended as follows:
"Utilities" shall mean electricity, gas, water, garbage, sewer and community cable TV system."

ARTICLE IV, Paragraph B.(1.) is amended as follows:
"Utility easements are reserved by the Developer on, over and through the subdivision common areas and individual lots as may be required by Developer or by the Association to serve the subdivision and the individual lots with utility services (including a Community Cable Television System) and drainage."

ARTICLE VI, Paragraph A. is amended as follows: "By the Association. The Association shall, at the Association's Expense:"

ARTICLE VI, Paragraph A.(1.) is amended as follows:
"Maintain, repair and replace all roadways, sidewalks, and other rights-of-way within the subdivision, unless such maintenance is otherwise provided for by a governmental agency or division."

ARTICLE VI, Paragraph A.(2.) is amended as follows:
"Contract for routine maintenance of all lawns and shrubbery, including those on individually owned lands to include mowing, fertilization, and weed and insect control."

ARTICLE VI, Paragraph A.(3.) is amended as follows:
"Maintain, repair and replace the exterior of each residence, except glass, screens and exterior doors. The Association shall, with no additional authority of the membership or any lot owner being required, specially assess each group of residences sharing a common roof for the Association's cost of painting and other maintenance of that building on a schedule to be determined by

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THIS INSTRUMENT PREPARED BY:
GILBERT P. HARTSHORN, Attorney
Suite 210 Clearwater Center
635 E. Bay Street
Clearwater, Florida 33516

Handwritten: 10/31/86

Handwritten: 10/31/86

Handwritten: 10/31/86

the Association. The Association may permit owners of above-described residences to contract for painting and/or other maintenance upon written application to the Association."

ARTICLE VI, Paragraph A.(4.) is amended as follows:
"Maintain, repair and replace the recreational and other common areas and improvements thereto."

ARTICLE VI, Paragraph A.(5.) is amended as follows:
"Replace cable TV converter boxes and remote control units should they be lost or damaged. All other maintenance of the cable system is provided by the cable company."

ARTICLE VI, Paragraph A.(6.) is added as follows:
"Maintain the lake to the extent of its primary purpose as a drainage easement. The Association shall limit its annual expenditure to an amount to be determined by the Association as being properly and equitably assessable to all the lot owners in the subdivision."

ARTICLE VI, Paragraph B. is amended as follows: "By the lot owner. The lot owner shall:"

ARTICLE VI, Paragraph B.(1.) is amended as follows:
"Maintain, repair and replace, at his expense, all portions of his lot, except the portions to be maintained, repaired or replaced by the Association. Repair or replacement of shrubs, trees, lawns and sprinkler systems is the responsibility of the lot owner. In order to maintain the highest aesthetic quality of the Community and to facilitate lawn maintenance provided by the Association, lawn replacement shall be with St. Augustine type grass. Should the lot owner fail to repair or replace damaged lawns, shrubs or trees, the Association shall arrange for such repair, replacement or removal as it deems appropriate and assess the lot owner for all charges. The lot owner shall comply within 60 days from date of notice by the Association."

ARTICLE VI, Paragraph B.(2.) is amended as follows:
"Not paint or otherwise decorate or change the appearance of any portion of the exterior of the residential building without the prior written approval of the Board of Directors of the Association."

ARTICLE VI, Paragraph B.(4.) is amended as follows:
"Not construct any structure in the lake or upon his property without the prior written approval of the Association and not plant or remove any bush, shrub, tree or other vegetation that will substantially change the original landscaping without prior written approval of the Association."

ARTICLE VI, Paragraph C. is amended as follows:
"Alterations and Improvements. Except as reserved to the Developer, neither a lot owner nor the Association shall alter any portion of a building, including lawns and shrubbery, which are to be maintained by the Association, or remove any portion thereof, or to make any additions thereto, or do anything that would jeopardize the safety or soundness of the residential building or impair any easement without first obtaining approval in writing from owners of all lots on which such work is to be done and the approval of the Board of Directors of the Association."

ARTICLE VII, Paragraph A. is amended as follows:
"COMMON AREAS OWNED BY THE ASSOCIATION"

ARTICLE VII, Paragraph A.(2.) is amended as follows:
"COVERAGE. All buildings and improvements, including swimming pool and the like within the subdivision, except those portions which are to be owned in fee simple by the individual lot owners, shall be insured in such amounts as are determined annually by the Board of Directors of the Association. Coverage shall afford protection against loss or damage by fire or other hazards covered by standard coverage endorsement and such other risks as from time to time shall be customarily covered with respect to improvements on the land, including, but not limited to, vandalism and malicious mischief. The Association shall also purchase:

- a. Public liability insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association.
- b. Workmen's compensation as may be required to meet the requirements of law.
- c. Such other insurance as the Board of Directors of the Association shall deem appropriate."

ARTICLE IX, Paragraph H. is amended as follows: "No out-building, basement, tent, shack, garage, shed, trailer or temporary building of any kind shall be used as a residence either temporarily or permanently. No garage shall be altered or

reconstructed to the extent that would render it unsuitable for
garaging vehicles."

Signed and Sealed this 20th day of October
1986

WITNESSES:

Laura D. Conelly
Judy H. Ockring

T-BAR-B CORPORATION

BY: [Signature]
Robert P. Crisp
Title: President

ATTEST:

BY: _____
Title: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally
appeared Robert P. Crisp and _____, the
President and _____ respectively of
T-BAR-B CORPORATION, who, being first duly sworn, acknowledged
the execution of the foregoing instrument and severally
acknowledged the execution thereof to be their free act and deed
as such officers for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 20th day of
October, 1986.

My Commission Expires:

NOTARY PUBLIC, State of Florida, M. L. 1270
My Commission Expires August 14th, 1989

Laura D. Conelly
NOTARY PUBLIC, State of Florida

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AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TARPON WOODS SECOND ADDITION

The undersigned, being the owners of lots as designated below of Tarpon Woods Second Addition Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida, do hereby amend the Amended Covenants, Conditions and Restrictions for Tarpon Woods Second Addition dated December 6, 1979 and recorded in O.R. Book 4992, Pages 2045-2063, Public Records of Pinellas County Florida. The amendments are as follows:

ARTICLE I, Paragraph F. is amended as follows:
"Utilities" shall mean electricity, gas, water, garbage, sewer and community cable TV system."

ARTICLE IV, Paragraph B.(1.) is amended as follows:
"Utility easements are reserved by the Developer on, over and through the subdivision common areas and individual lots as may be required by Developer or by the Association to serve the subdivision and the individual lots with utility services (including a Community Cable Television System) and drainage."

ARTICLE VI, Paragraph A. is amended as follows: "By the Association. The Association shall, at the Association's Expense:"

ARTICLE VI, Paragraph A.(1.) is amended as follows:
"Maintain, repair and replace all roadways, sidewalks, and other rights-of-way within the subdivision, unless such maintenance is otherwise provided for by a governmental agency or division."

ARTICLE VI, Paragraph A.(2.) is amended as follows:
"Contract for routine maintenance of all lawns and shrubbery, including those on individually owned lands to include mowing, fertilization, and weed and insect control."

ARTICLE VI, Paragraph A.(3.) is amended as follows:
"Maintain, repair and replace the exterior of each residence, except glass, screens and exterior doors. The Association shall, with no additional authority of the membership or any lot owner being required, specially assess each group of residences sharing a common roof for the Association's cost of painting and other maintenance of that building on a schedule to be determined by the Association. The Association may permit owners of above-described residences to contract for painting and/or other maintenance upon written application to the Association."

ARTICLE VI, Paragraph A.(5.) is amended as follows:
"Replace cable TV converter boxes and remote control units should they be lost or damaged. All other maintenance of the cable system is provided by the cable company."

ARTICLE VI, Paragraph A.(6.) is added as follows:
"Maintain the lake to the extent of its primary purpose as a drainage easement. The Association shall limit its annual expenditure to an amount to be determined by the Association as being properly and equitably assessable to all the lot owners in the subdivision."

ARTICLE VI, Paragraph B. is amended as follows: "By the lot owner. The lot owner shall:"

ARTICLE VI, Paragraph B.(1.) is amended as follows:
"Maintain, repair and replace, at his expense, all portions of his lot, except the portions to be maintained, repaired or replaced by the Association. Repair or replacement of shrubs, trees, lawns and sprinkler systems is the responsibility of the lot owner. In order to maintain the highest aesthetic quality of the Community and to facilitate lawn maintenance provided by the Association, lawn replacement shall be with St. Augustine type grass. Should the lot owner fail to repair or replace damaged lawns, shrubs or trees, the Association shall arrange for such repair, replacement or removal as it deems appropriate and assess the lot owner for all charges. The lot owner shall comply within 60 days from date of notice by the Association."

ARTICLE VI, Paragraph B.(2.) is amended as follows:
"Not paint or otherwise decorate or change the appearance of any portion of the exterior of the residential building without the prior written approval of the Board of Directors of the Association."

ARTICLE VI, Paragraph B.(4.) is amended as follows:
"Not construct any structure in the lake or upon his property without the prior written approval of the Association and not plant or remove any bush, shrub, tree or other vegetation that will substantially change the original landscaping without prior written approval of the Association."

ARTICLE VI, Paragraph C. is amended as follows:
"Alterations and Improvements. Except as reserved to the Developer, neither a lot owner nor the Association shall alter any portion of a building, including lawns and shrubbery, which are to be maintained by the Association, or remove any portion thereof, or to make any additions thereto, or do anything that would jeopardize the safety or soundness of the residential building or impair any easement without first obtaining approval

in writing from owners of all lots on which such work is to be done and the approval of the Board of Directors of the Association."

ARTICLE VII, Paragraph A. is amended as follows:
"COMMON AREAS OWNED BY THE ASSOCIATION"

ARTICLE VII, Paragraph A.(2.) is amended as follows:
"COVERAGE. All buildings and improvements, including swimming pool and the like within the subdivision, except those portions which are to be owned in fee simple by the individual lot owners, shall be insured in such amounts as are determined annually by the Board of Directors of the Association. Coverage shall afford protection against loss or damage by fire of other hazards covered by standard coverage endorsement and such other risks as from time to time shall be customarily covered with respect to improvements on the land, including, but not limited to, vandalism and malicious mischief. The Association shall also purchase:

- a. Public liability insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association.
- b. Workmen's compensation as may be required to meet the requirements of law.
- c. Such other insurance as the Board of Directors of the Association shall deem appropriate."

ARTICLE IX, Paragraph H. is amended as follows: "No out-building, basement, tent, shack, garage, shed, trailer or temporary building of any kind shall be used as a residence either temporarily or permanently. No garage shall be altered or reconstructed to the extent that would render it unsuitable for garaging vehicles."

Owner Charles M. Rowe Lot(s) 60
Print Name: Charles M. Rowe

Owner Sally S. Rowe Dated: 10/11/86
Print Name: SALLY S. ROWE

Owner Margaret E. Whelan Lot(s) 57
 Print Name: MARGARET E. WHELAN

Owner _____ Dated: 10/11/86
 Print Name: _____

Owner William G. Gregg Lot(s) 45
 Print Name: WILLIAM G. GREGG

Owner Joan E. Gregg Dated: 10/11/86
 Print Name: JOAN E. GREGG

Owner Harriet A. Brody Lot(s) 58
 Print Name: HARRIET A. BRODY

Owner Howard W. Brody Dated: 10/11/86
 Print Name: HOWARD W. BRODY - 10/12/86

Owner Joan S. Kykendall Lot(s) 35
 Print Name: JOAN S. KYKENDALL

Owner Donald S. Kykendall Dated: 10/13/86
 Print Name: DONALD S. KYKENDALL

Owner Charlotte R. Brumm Lot(s) 33
 Print Name: CHARLOTTE R. BRUMM

Owner Robert E. Brumm Dated: 10-13-86
 Print Name: ROBERT E. BRUMM

Owner J. A. Starck Lot(s) 4R
 Print Name: J. A. STARCK

Owner _____ Dated: 1/15/86
 Print Name: _____

Owner Charles J. Ruffa Lot(s) 70
 Print Name: CHARLES J. RAFFA

Owner Ennette Ruffa Dated: 10/13/86
 Print Name: ENNETTE RAFFA

Owner Meredith P. Van Pelt Lot(s) 59
 Print Name: MEREDITH P. VAN PELT

Owner _____ Dated: 10/13/86
 Print Name: _____

Owner Helen H. Rogers Lot(s) 47
 Print Name: Helen H. Rogers

Owner _____ Dated: 10-13-86
 Print Name: _____

Owner Suzanne W. Hazleton Lot(s) 46
 Print Name: Suzanne W. Hazleton

Owner Roger V. Hazleton Dated: 10-13-86
 Print Name: Roger V. Hazleton

Owner Robert R. Kuuzen Lot(s) 34
 Print Name: ROBERT R. KUUZEN

Owner _____ Dated: 11/12/86
 Print Name: _____

Owner Adelia M. Sweigart Lot(s) 9
 Print Name: ADELIA M. SWEIGART

Owner John K. Sweigart Dated: 10/13/86
 Print Name: JOHN K. SWEIGART

Owner Hortensia S. Rapping Lot(s) 51
 Print Name: HORTENSIA S. RAPPING

Owner Aaron Rapping Dated: 10/13/86
 Print Name: Aaron Rapping

Owner Robert A. Ferguson Lot(s) 50
 Print Name: ROBERT A. FERGUSON

Owner Evelyn P. Ferguson Dated: 10/13/86
 Print Name: EVELYN P. FERGUSON

Owner Wendell Jordan
 Print Name: Wendell Jordan Lot(s) 49

Owner Carol Jordan
 Print Name: CAROL JORDAN Dated: 10-13-86

Owner Lawrence Silverman
 Print Name: LAWRENCE SILVERMAN Lot(s) 56

Owner Adele C. Silverman
 Print Name: Adele C. Silverman Dated: 10-13-86

Owner Charles J. Cunningham
 Print Name: CHARLES J. CUNNINGHAM Lot(s) 68

Owner Virginia A. Cunningham
 Print Name: VIRGINIA A. CUNNINGHAM Dated: 10/13/86

Owner _____
 Print Name: _____ Lot(s) _____

Owner _____
 Print Name: _____ Dated: _____

Owner _____
 Print Name: _____ Lot(s) _____

Owner _____
 Print Name: _____ Dated: _____

Owner _____
 Print Name: _____ Lot(s) _____

Owner _____
 Print Name: _____ Lot(s) _____

Owner _____
 Print Name: _____ Dated: _____

Owner _____
 Print Name: _____ Lot(s) _____

Owner _____
 Print Name: _____ Dated: _____

STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally
 appeared CHARLES M. RAVE and SALLY S. RAVE, who, being
 first duly sworn, acknowledge the execution of the foregoing
 instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 11th day of
October, 1986.

My Commission Expires:

M. Ellen Smith
 NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally
 appeared MARGARET E. WHELAN and _____, who, being
 first duly sworn, acknowledge the execution of the foregoing
 instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 11th day of
October, 1986.

My Commission Expires:

M. Ellen Smith
 NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

D.R. 6350 PAGE 1009

BEFORE ME, the undersigned authority, personally
appeared WILLIAM G. GREGG and JUAN C. GREGG who, being
first duly sworn, acknowledge the execution of the foregoing
instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 11th day of

My Commission Expires:

M. Ellen Gray
NOTARY PUBLIC, State of Florida

Notary Public, State of Florida
My Commission Expires July 21, 1987
Bonded thru Fidelity Insurance, Inc.

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally
appeared HARRIET A. BRADY and , who, being
first duly sworn, acknowledge the execution of the foregoing
instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 11th day of

My Commission Expires:

M. Ellen Gray
NOTARY PUBLIC, State of Florida

Notary Public, State of Florida
My Commission Expires July 21, 1987
Bonded thru Fidelity Insurance, Inc.

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally
appeared HOWARD W. BRADY and , who, being
first duly sworn, acknowledge the execution of the foregoing
instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 11th day of

My Commission Expires:

M. Ellen Gray
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 21, 1987
BONDED THRU CENTRAL INSURANCE CO.

STATE OF FLORIDA
COUNTY OF PINELLAS

O.R. 6350 PAGE 1010

BEFORE ME, the undersigned authority, personally appeared JOHN S. KVENNDALL and DONALD G. KVENNDALL, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13 day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED WITH GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judy G. Cochran
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally appeared CHARLOTTE A. BRUMM and ROBERT E. BRUMM, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13 day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED WITH GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judy G. Cochran
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally appeared J. J. STARK and _____, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13 day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED WITH GENERAL INSURANCE UND

Judy G. Cochran
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

O.R. 6350 PAGE 1011

BEFORE ME, the undersigned authority, personally
appeared CHARLES J. RAFFA and JEANETTE RAFFA, who, being
first duly sworn, acknowledge the execution of the foregoing
instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 13 day of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judy M. Oehring
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally
appeared MEREDITH P. VAN PELT and _____, who, being
first duly sworn, acknowledge the execution of the foregoing
instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 13th day of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judy M. Oehring
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally
appeared HELEN H. ROGERS and _____, who, being
first duly sworn, acknowledge the execution of the foregoing
instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 14th day of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

Judy M. Oehring
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

O.R. 6350 PAGE 1012

BEFORE ME, the undersigned authority, personally appeared SUZANNE V. HAZELTON and ROGER V. HAZELTON, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 13th day of

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

Judy H. Cehring
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ROBERT R. FUZENI and _____, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 21st day of

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

Judy Cehring
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ADELIA M. SWEIGANT and JACK H. SWEIGANT who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

October, 1986. SWORN TO AND SUBSCRIBED before me this 12th day of

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

Judy G. Cehring
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared MORTENZEA S. RAPPING and AARON RAPPING, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13th day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THROUGH GENERAL INSURANCE AND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judith S. Cahine
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally appeared ROBERT A. FERGUSON and EILEEN F. FERGUSON, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13th day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THROUGH GENERAL INSURANCE AND
STATE OF FLORIDA
COUNTY OF PINELLAS

Judith S. Cahine
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally appeared WENDIELE J. JORDAN and CAROL J. JORDAN, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this 13th day of October, 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THROUGH GENERAL INSURANCE AND

Judith S. Cahine
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared LAWRENCE E. SILVERMAN and ADELE C. SILVERMAN who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

October SWORN TO AND SUBSCRIBED before me this 13th day of 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judy S. Oshing
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally appeared CLARENCE J. CUMMINGS and VIRGINIA A. CUMMINGS who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

October SWORN TO AND SUBSCRIBED before me this 13th day of 1986.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 7 1987
BONDED THRU GENERAL INSURANCE UND

STATE OF FLORIDA
COUNTY OF PINELLAS

Judy S. Oshing
NOTARY PUBLIC, State of Florida

BEFORE ME, the undersigned authority, personally appeared _____ and _____, who, being first duly sworn, acknowledge the execution of the foregoing instrument for the purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 1986.

My Commission Expires:

NOTARY PUBLIC, State of Florida

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O.R. 4992 PAGE 2045

CANCELLATION AND AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR TARPON WOODS SECOND ADDITION (AS AMENDED)

R E C I T A L S

1. CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida corporation, hereinafter referred to as "CROSSWICKS", is the fee simple owner of all the following-described property, situate, lying and being in the County of Pinellas, State of Florida, more particularly described as follows:

Cash/11 Chg
124.00
124.00

Lots 1 through 54, inclusive, according to the plat of TARPON WOODS SECOND ADDITION, as recorded in Plat Book 77, Pages 68 and 69 of the Public Records of Pinellas County, Florida. A portion of said property has been re-platted as Lots One (1) through Eighty (80) inclusive, and Tracts A and B, according to the TARPON WOODS SECOND ADDITION REPLAT filed October 31, 1979 in Plat book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

2. TARPON WOODS GOLF AND TENNIS CLUB, INC., the then fee simple owner of the above described property recorded among the public records of Pinellas County, Florida, in O.R. Book 4700, Pages 1997 through 2002, inclusive, on the 26th day of May, 1978, Covenants, Restrictions and Conditions and the same were amended by instrument filed June 19, 1978, in O.R. Book 4711, Pages 545 and 546 of the Public Records of Pinellas County, Florida, and;

3. CROSSWICKS desires to amend the existing covenants, conditions and restrictions of TARPON WOODS SECOND ADDITION AS AMENDED. This amendment shall be effective on the date it is filed in the Public Records of Pinellas County, Florida and such action is taken in compliance with paragraph twenty-three (23) of the existing covenants, conditions and restrictions concerning the property described herein.

MAR 10 10 51 AM '80

HCB/CAK:ss 12/6/79

116/37

✓ THIS INSTRUMENT PREPARED BY:
C. ALLEN KYNES, JR., Attorney
Suite 200 Clearwater Professional Center
600 Bypass Drive
Clearwater, Florida 33816

NOW, THEREFORE, CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation, authorized to do business in the State of Florida, the owner in fee simple of all of the following-described property, situate, lying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 54, inclusive, according to the plat of TARPON WOODS SECOND ADDITION, as recorded in Plat Book 77, Pages 68 and 69 of the Public Records of Pinellas County, Florida; a portion of which is now known as Lots One (1) through Eighty (80) inclusive, and Tracts A and B, according to the TARPON WOODS SECOND ADDITION, REPLAT filed October 31, 1979 in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida;

hereby amends the Covenants, Restrictions and Conditions, recorded in O.R. Book 4700, Pages 1997 through 2002, as amended by instrument filed June 19, 1978 in O.R. Book 4711, pages 545 and 546 of the Public Records of Pinellas County, Florida, to delete each and every provision of the existing covenants, conditions and restrictions and substitute therefor the following Declaration of Covenants, Conditions, Restrictions and Easements for Lots 1 through 80 inclusive, TARPON WOODS SECOND ADDITION REPLAT: filed October 31, 1979 in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS

Concerning Lots One (1) through Eighty (80) inclusive, Of TARPON WOODS SECOND ADDITION REPLAT (A Subdivision of Pinellas County, Florida) as recorded October 31, 1979 in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

MADE THIS 12th day of December, 1979, by
CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation,
hereinafter called "Developer", for itself, its successors,
grantees and assigns.

WHEREAS, CROSSWICKS CONSTRUCTION COMPANY, INC., A
Florida corporation, is the owner of the real property
described above, and

WHEREAS, CROSSWICKS CONSTRUCTION COMPANY, INC.
desires to enhance and protect the value and attractiveness
of the subdivision and its individual lots,

NOW, THEREFORE, CROSSWICKS CONSTRUCTION COMPANY,
INC. declares that the real property described above and each
part thereof shall be held and conveyed only subject to the
covenants, conditions, restrictions and easements set forth
in this Declaration. The matters contained herein shall
constitute covenants running with the land and shall bind all
parties claiming any right, title or interest in or to any
part of the subdivision.

ARTICLE I

DEFINITIONS

The following words, for purposes of this Declaration, shall have the indicated meanings:

A. "Association" means the corporate entity
responsible for ownership and maintenance of common areas and
facilities and other areas as indicated in this Declaration.

B. "Common Expense" means all expenses and
assessments properly incurred by the Association for the common
areas and facilities and other proper activities of the

Association. These expenses include:

1. Expenses of administration and the expenses of maintenance, management, operation, repair or replacement incurred by the Association in carrying out its duties to the membership.

2. Expenses declared as common expenses by this Declaration or the Board of Directors of the Association pursuant to its By-Laws.

3. Any valid charge against the Association or property owned by it.

C. "Developer" shall mean CROSSWICKS CONSTRUCTION COMPANY, INC., A Florida Corporation, its successors and assigns provided the terms "successors and assigns" shall not include those purchasers, in the ordinary course of business, of individual lots from CROSSWICKS CONSTRUCTION COMPANY, INC.

D. "Lot" shall mean any residential lot as shown on the recorded subdivision map.

E. "Owner" shall mean the record owner of fee simple title to any lot which is a part of the subdivision, and which is also included in this Declaration.

F. "Utilities" shall mean electricity, gas, water, garbage, sewer and community antenna T.V. system.

G. "Subdivision" means lots 1-80 of THE MEADOWS OF TARPON WOODS being Tarpon Woods Second Addition Re-Plat.

ARTICLE II

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Every person or entity who is a record owner of the fee simple interest in any lot within the subdivision, and which is subject to this Declaration, shall be a member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any lot

which is subject to assessment by the Association. Voting rights are as set forth in the By-Laws of the Association. Copies of the Association's Articles of Incorporation and By-Laws are attached hereto as Exhibits B and C respectively.

ARTICLE III

DEVELOPMENT PLAN

A. GENERAL. The subdivision is being developed in seven (7) phases. The initial phase comprises 22 lots (Lots 59 through 80) as shown in the plat. It is the Developer's intention to add the succeeding phases in accordance with the schedule attached hereto as Exhibit A. Although the schedule at Exhibit A represents the Developer's estimate of the latest completion date of each phase and the Developer presently intends to complete development of all phases, the Developer shall not be required to complete any phase, or to complete the development of this subdivision.

B. RECREATION FACILITIES. As development progresses by phase, the Developer shall convey the recreational area to the Association by Warranty Deed as indicated in Exhibit A to this Declaration. The Association shall accept title and hold the same for the benefit of all then existing and future owners of lots within the subdivision which are subject to this Declaration. Exhibit A indicates all recreational and other common facilities which may be conveyed to the Association in accordance with the Developer's planned phase development. The Developer may, in its discretion, convey additional recreational or other facilities to be used in common by lot owners. In the event, however, the Developer is unable to complete a particular phase of the development then recreational and other common facilities intended to be added with that phase, may, in the Developer's discretion, not be added.

C. OWNERSHIP OF COMMON FACILITIES AND RECREATIONAL AREAS. The corporate association, upon acceptance of the deed to any common facility or recreational areas, shall be

the sole owner of the property described therein. The Association shall not, except upon approval of all lot owners, convey any portion of the common areas or facilities, but shall hold title to the same in trust for the benefit of all lot owners forever.

D. EXPENSES RELATED TO THE COMMON FACILITIES AND RECREATIONAL AREAS. All costs, including maintenance, repair, upkeep, insurance and taxes related to the common facilities and recreational areas are declared to be common expenses and shall be apportioned equally among lot owners.

E. AMENDMENT TO PLANS. The Developer reserves the right to change the design and size of the residences to be constructed, to alter the common boundaries and party walls between residences, and to alter the dimensions of any lot so long as the Developer owns the lots or residences affected. Developer may reapportion, as between the altered lots or residences, the shares of expenses for common facilities and areas to be borne by those units.

ARTICLE IV

EASEMENTS

A. EASEMENTS GRANTED BY THE DEVELOPER. The Developer hereby grants to the Association its members and their heirs, successors and assigns, an easement for ingress and egress over the streets, walks, paths, driveways and other rights-of-ways serving the subdivision as may be necessary for reasonable access to the public ways.

B. EASEMENTS RESERVED BY THE DEVELOPER.

1. Utility easements are reserved by the Developer on, over and through the subdivision common areas and individual lots as may be required by Developer or by the Association to serve the subdivision and the individual lots with utility services (including a Community Antenna Television System) and drainage.

2. Easements for ingress and egress are reserved to Developer and its prospective purchasers for pedestrian traffic over, through and across sidewalks, walkways, streets and common areas, and for vehicular traffic and off street parking over, through and across such portions of the common areas as may be intended for vehicular traffic and parking.

3. Developer reserves to itself such easements for ingress and egress on, over and through the common areas and other subdivision property as may be required for construction of common facilities and individual residences. Developer further reserves to itself the right to store construction equipment and materials on the subdivision property in such amounts and for such periods as may be required to complete construction of the improvements to this subdivision and to maintain a construction office and construction equipment on the premises.

4. Easement of unintentional and non-negligent encroachments. If a structure shall encroach upon any common area, or upon any lot, by reason of original construction, or by the unintentional or non-negligent act of any lot owner, or the agents of such owner or owners, then an easement appurtenant to such encroaching construction, to the extent of such encroachment, shall exist as long as such encroachment shall actually exist. In the event that any portion of any common area shall encroach upon any individual lot by reason of original construction, or by the unintentional or non-negligent act of the Association or its agents, then an easement appurtenant to such common areas shall exist to the extent of the encroachment for so long as such encroachment shall exist.

5. The Association shall have an easement through all lots and residences as may be necessary to fulfill its obligations of repair and maintenance as described at Article VI hereof.

C. EASEMENTS RESERVED IN COMMON AREAS FOR USE BY FUTURE PHASES. The Developer reserves to itself easements in gross over, under and through any of the common areas to:-

1. Provide use of the common areas and facilities by owners of lots in future phases to the same extent as if the common areas were within the subsequently constructed phases.

2. Provide owners of lots in subsequently constructed phases ingress and egress to their lots and to the common areas and facilities.

3. Permit Developer or its successors to provide utility services and drainage to adjacent or contiguous property owned by the Developer whether or not that contiguous property is part of the subdivision.

ARTICLE V

MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

A. OBLIGATION AND LIEN FOR ASSESSMENTS. Each owner of any lot within this subdivision, by acceptance of a deed therefor, and whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association such annual assessments or charges the Association may from time to time levy, and such special assessments for capital improvements as may, from time to time, be established by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge upon the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such lot at the time the assessment became due. Any institutional mortgagee holding a first mortgage of record, any purchaser who obtains title to a lot through foreclosure of a first mortgage and sale of the lot, or any institutional first mortgagee who receives title by deed in lieu of foreclosure, shall not be liable for assessments against the lot which became due prior to acquisition of title. The unpaid share of common expenses or assessments shall be deemed a common expense of

the association and shall be collectible from all owners of all lots within the subdivision.

B. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the subdivision.

C. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. The Association may, through its Board of Directors, levy any special assessment for capital improvement as it deems is in the best interests of the owners of the subdivision, provided, however, that such assessment shall be consented to by two thirds of the vote of each class of the Association membership. Written notice of any meeting of the membership at which consent for a special assessment will be sought shall be provided to the owners of each unit, not less than 30 nor more than 60 days prior to the date of the meeting. The notice shall contain:

1. An explanation of the purpose of the special assessment.
2. The amount of the total assessment and the proportionate amount of the total which will be the obligation of the lot.
3. An estimate of the additional expense which will be incurred by the Association for maintenance of the proposed improvement on an annual basis, showing both the total annual maintenance cost and the portion of that total for which the lot will be obligated.
4. Proxy forms which the unit owners may use to nominate another member of the Association, or its management, to cast their vote at the meeting.

D. RATE OF ASSESSMENT. Annual and special assessments established by the Association shall be charged to each lot owner in equal amounts. Annually, and within 45

days of the close of the Association's fiscal year, the Association shall determine the next year's budget and assessments. Each lot owner shall be provided a copy of the next year's budget, which shall include the amount of each lot's monthly and annual assessment. Should the budget adopted by the Board of Directors require assessment against owners exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the owners to the Board, shall call a special meeting of the owners within 30 days, upon not less than 10 days nor more than 60 days written notice to each owner. At the special meeting, the owners shall consider, and upon a majority vote, shall adopt a budget.

E. SUBORDINATION OF LIEN. The lien for assessments provided herein is subordinate to the lien of any institutional first mortgage; any mortgage owned or insured by the Federal Housing Administration (FHA); and any mortgage owned or insured by the Veterans Administration (VA).

ARTICLE VI

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for maintenance of the subdivision property, the lots, and improvements therein, and restrictions upon the alteration and improvement thereof, is as follows:

A. By the Association. The Association shall maintain, repair and replace, at the Association's expense:

1. All roadways, sidewalks and other rights of way within the subdivision, unless such maintenance is otherwise provided for by a governmental agency or division.

2. All lawns and shrubbery, including those on individually owned lands.

3. The exterior of each residence, except glass, screens and exterior doors. The Association shall, with no additional authority of the membership or any lot owner being required, specially assess each group of residences sharing a common roof, for the Association's cost of painting and other maintenance of that building on a schedule to be determined by the Association.

4. The recreational and other common areas and improvements thereto.

5. Community antenna TV systems, the lake, and all utility systems, to include pipes, wires and other equipment or devices which are part of or are attached to the utility systems. The Association's responsibility in this regard extends only to the point the utility system enters the residential building.

B. By the lot owner. The lot owner shall:

1. Maintain, repair and replace, at his expense, all portions of his lot, except the portions to be maintained, repaired and replaced by the Association.

2. Not paint or otherwise decorate or change the appearance of any portion of the exterior of the residential building.

3. Promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

4. Not construct any structure in the lake or upon his property without the prior written approval of the Association, and not plant or remove any bush, shrub, tree or other vegetation without the prior written approval of the Association.

C. Alterations and improvements. Except as reserved to the Developer, neither a lot owner, nor the Association shall alter any exterior portion of a lot, including lawns and shrubbery, which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the

safety or soundness of the residential building or impair any easement without first obtaining approval in writing from owners of all lots on which such work is to be done and the approval of the Board of Directors of the Association.

ARTICLE VII

INSURANCE

A. COMMON AREAS OWNED BY THE ASSOCIATION

1. Authority to Purchase. All insurance policies upon the common areas shall be purchased by the Association, and the named insured shall be the Association.

2. Coverage. All buildings and improvements, including swimming pool, television tower and the like within the subdivision, except those portions which are to be owned in fee simple by the individual lot owners, shall be insured in such amounts as are determined annually by the Board of Directors of the Association. Coverage shall afford protection against loss or damage by fire and other hazards covered by a standard coverage endorsement and such other risks as from time to time shall be customarily covered with respect to the improvements on the land, including but not limited to, vandalism and malicious mischief. The Association shall also purchase:

a. Public liability insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association.

b. Workmen's compensation as may be required to meet the requirements of law.

c. Such other insurance as the Board of Directors of the Association shall deem appropriate.

B. LOT OWNERS' PROPERTY

Lot owners may be required by the Board of Directors of the Association to carry fire and casualty insurance upon the improvements on their property in an

amount sufficient to meet the re-building requirements of this Declaration or furnish proof of self-insurance capacity in a manner acceptable to the Board.

ARTICLE VIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. COMMON AREAS

1. In the event the damaged improvement is on a common area, the damaged improvement shall be reconstructed or repaired.

B. ESTIMATES OF COSTS. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain estimates of the costs to rebuild or repair.

C. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs therefor are insufficient, assessments shall be made equally against all lot owners in sufficient amounts pay the costs of repair or reconstruction.

D. LOT OWNERS PROPERTY. If any part of the lot owner's property be damaged by casualty, the lot owner shall be required to reconstruct the property to the extent possible, in the manner in which it existed prior to the casualty, with reconstruction plans subject to the prior approval of the Board of Directors of the Association. Should the lot owner fail to present plans for reconstruction and repair to the Board of Directors for approval within 60 days of the casualty, and commence reconstruction or repair within 30 days after the Board has approved the plan, the Board may authorize reconstruction and the costs therefor shall become a lien against the lot owners property, which

shall be enforceable as an assessment lien.

ARTICLE IX

USE RESTRICTIONS

The subdivision shall be occupied by its lot owners and used only as follows:

A. Each lot shall be used as a residence for a single family and for no other purpose.

B. No business of any kind shall be conducted in any residence, with the exception of the business of the Developer and its transferees in developing and selling all the lots of the subdivision.

C. No obnoxious or offensive activity shall be carried on, in or about any property.

D. No sign of any kind shall be displayed to public view on a lot, residence or in the recreation area without the prior written consent of the Association, except customary name and address signs.

E. Nothing shall be done or kept on a lot or on the recreation areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or on the recreation areas, which would result in the cancellation of insurance on any residence or on any part of the recreation areas, or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on the recreation areas. Dogs, cats and other household pets may be kept on lots and units, subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes.

G. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on any common area except in sanitary containers located in appropriate areas as may be defined by the Association.

H. No out-building, basement, tent, shack, garage, shed, trailer or temporary building of any kind shall be used as a residence either temporarily or permanently.

I. No boats, trailers, recreational vehicles, pickup trucks, or other private or commercial trucks shall be parked or stored on the property, except temporary parking for no more than four (4) hours.

J. Nothing shall be altered in, constructed on, or removed from the recreational areas or other common areas, except upon the written consent of the Association.

K. The Developer or his transferees shall undertake the work of developing all lots included within the subdivision. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing that is contained in this Declaration shall be understood or construed to:

1. Prevent Developer or its transferees or its employees, contractors, or sub-contractors from doing on any part or parts of the subdivision owned or controlled by the Developer, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

2. Prevent Developer or its transferees or its employees, contractors, or sub-contractors from constructing and maintaining on any part or parts of the subdivision owned or controlled by the Developer, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community and the disposition of lots by sale, lease or otherwise.

3. Prevent Developer its transferees or its employees, contractors, or sub-contractors from conducting on any part of the subdivision property owned or controlled by the Developer, the business of completing such work of establishing the subdivision as a residential community and the disposition of lots by sale, lease or otherwise.

4. Prevent Developer its transferees or its employees, contractors, or sub-contractors from maintaining such signs on any of the lots or residences owned by the Developer, as the Developer may deem necessary in connection with the sale, lease or other disposition of lots in the subdivision.

ARTICLE X

PARTY WALLS

A. GENERAL RULES OF LAW TO APPLY

Each wall built as a part of the original construction of the homes within the subdivision and placed so as to provide the dividing line between the residences in each residential structure, 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 admissions shall apply.

B. SHARING OF REPAIR AND MAINTENANCE. 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.

C. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it. If any other owner thereafter makes use of the wall, that owner shall contribute to the costs of restoration in proportion to

its use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

D. WEATHERPROOFING. Notwithstanding any other provisions in this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

E. RIGHT TO CONTRIBUTION TO RUN WITH THE LAND. The right of any owner to contribution from any other owner under this Article, shall run with the land and shall pass to the owner's successors in title.

ARTICLE XI

ENFORCEMENT

A. The Association 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. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. SEVERABILITY. The invalidity of any of these covenants or restrictions shall not in any way affect any other provisions which shall remain in force and effect.

C. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless terminated earlier upon the vote of 75% of the owners. This Declaration may be amended by an instrument signed by the owners of 75% or more of the lots.

IN WITNESS WHEREOF, the undersigned has executed
this instrument this 6th day of December, 1979.

CROSSWICKS CONSTRUCTION
COMPANY, INC.

BY: 

ATTEST

 (SEAL)
Secretary

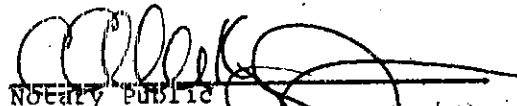
STATE OF FLORIDA

SS.

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 6th day of December, 1979, before me personally appeared Richard N. Colhoun and Robert Crisp, respectively, as President and Secretary of CROSSWICKS CONSTRUCTION COMPANY, INC., a corporation under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instruments is the act and deed of said corporation.

Witness my hand and signature and official seal
at Clearwater, Florida, in the County of Pinellas and State
of Florida, the day and year last aforesaid.


Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22 1980
BONDED THRU GENERAL INS. UNDERWRITERS.

EXHIBIT "A"

PHASED DEVELOPMENT SCHEDULE.

A. GENERAL

The subdivision is being developed in seven (7) phases.
See Article III A of the Declaration.

B. The lots included in each phase and the estimated latest date of completion of each phase are as follows:

Phase 1	Lots 59-80	Sept. 2, 1980
Phase 2	Lots 42-51	October 2, 1980
Phase 3	Lots 1-10	Jan. 1, 1981
Phase 4	Lots 11-20	April 1, 1981
Phase 5	Lots 52-58	July 1, 1981
Phase 6	Lots 21-28	November 1, 1981
Phase 7	Lots 29-41	February 1, 1982

C. RECREATIONAL FACILITIES.

The recreational area is legally described as Tract A of TARPON WOODS SECOND ADDITION REPLAT. A swimming pool may be constructed in that recreational area during Phase II. Tract A of the subdivision may be conveyed to the Association upon completion of Phase II.

D. FUTURE DEVELOPMENT PARCEL.

That area indicated on the plat as the "Future Development Parcel" may be improved by the Developer either during or after completion of the phases indicated above. Developer expressly reserves the right to further subdivide the Future Development Parcel and to amend the subdivision plat in whatever manner may be required to effect that further subdivision without joinder of any other lot owner. If the Future Development Parcel is developed, Developer may amend this Declaration to add those lots to the subdivision in the same fashion as the phases enumerated above are to be added. Developer shall not, however, be required to add the Parcel to the subdivision or to submit it to the provisions of this Declaration.

CAK/HCB:ss 12/1 /79

116/36

BY-LAWS

OF

MEADOWS OF TARPON WOODS HOMEOWNERS ASSOCIATION, INC.

A corporation not-for-profit
Under the laws of the State of Florida

ARTICLE I - GENERAL

Section 1. These are the By-Laws of MEADOWS OF TARPON WOODS HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, hereinafter called "Association". The Articles of Incorporation for the Association were filed in the office of the Secretary of State on the 28th day of February, 1980.

Section 2. Purpose. The Association has been organized for the purpose of providing maintenance and preservation of the recreation and common areas of the subdivision, and to provide for and promote the health, safety and welfare of the residents of the subdivision.

Section 3. The office of the Association shall be located at Unit 101, 1000 Tarpon Woods Blvd., Palm Harbor, Florida, or such other place as the Board of Directors may determine from time to time.

Section 4. The fiscal year of the Association shall be the calendar year. The board of directors is authorized to change to a fiscal year if it deems such a change is expedient.

Section 5. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not-for-profit" and the year of incorporation; an impression of which is as follows:

Section 6. The members of the Association shall consist of all of the record owners of lots in the subdivision. If the ownership of a unit is in more than one name, the several owners will be considered one for voting purposes.

HCP:ss 9/6/79

EXHIBIT "B"

7.00

NOTARY PUBLIC
H. M. M. M.
CLERK CIRCUIT COURT

78094415

OP 4711 PAGE 545

JUN 19 11 59 AM '78

AMENDMENT TO
TARPON WOODS SECOND ADDITION

WHEREAS, TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, hereinafter referred to as "Tarpon Woods", authorized to do business in the State of Florida, is the fee simple owner of all the following-described property, situate, lying and being in the County of Pinellas, State of Florida, more particularly described as follows:

Lots 1 through 54, inclusive, according to the plat of TARPON WOODS SECOND ADDITION, as recorded in Plat Book 77, pages 68 and 69, of the public records of Pinellas County, Florida;

and

14 14182552 72 0001. 19UN78

WHEREAS, Tarpon Woods recorded among the public records of Pinellas County, Florida, in O. R. Book 4700, pages 1997 through 2002, inclusive, on the 26 day of May, 1978, Covenants, Restrictions and Conditions; and

WHEREAS, Tarpon Woods is desirous of filing this the Amendment to the Tarpon Woods Second Addition Covenants, Restrictions and Conditions, which amendment shall be effective on the date on which it is filed among the public records of Pinellas County, Florida, as it pertains to amendments of the Tarpon Woods Covenants, Restrictions, and Conditions, pursuant to paragraph 23. thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, authorized to do business in the State of Florida, the owners in fee simple of all of the following-described property, situate, lying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 54, Tarpon Woods Second Addition, according to the plat thereof recorded in Plat Book 77, pages 68 and 69, of the public records of Pinellas County, Florida;

amends paragraph 23 of the Covenants, Restrictions and Conditions, recorded in O. R. Book 4700, pages 1997 through 2002, inclusive, public records of Pinellas County, Florida, to read as follows:

"23. AMENDMENT: The Covenants, Restrictions and Conditions may be changed and amended upon approval of such change or amendment by the majority of the unit owners in the subdivision; provided, however, that if the Developer is the record owner of any units and/or lots in the subdivision, said Developer shall be entitled to one (1) vote for each unit and/or lot to which it holds title so long as the votes of the Developer do not exceed forty-nine percent (49%) of the total number of eligible votes after one year from the date of the sale of the first lot in the subdivision."

This instrument prepared by 78094415 TO BE RETURNED TO:

CLERK CIRCUIT COURT

40 Rec 7.00
41 Cl
42 Str
43 Int
Tot 7.00
Klu

Law Office
Battaglia, Ross, Solba and Tortolize
980 Tyrone Boulevard
RETURN TO: Post Office Box 41100
St. Petersburg, Florida 33743
Telephone 813 381-2300

All other terms and conditions of the Covenants, Restrictions and Conditions of Tarpon Woods Second Addition, as recorded among the public records of Pinellas County, Florida, in O. R. Book 4700, pages 1997 through 2002, inclusive, shall remain in full force and effect, save and except as amended herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at St. Petersburg, Pinellas County, Florida, this 5 day of June, A.D., 1978.

Signed, Sealed and Delivered in the Presence of: TARPON WOODS GOLF AND TENNIS CLUB, INC.

Shirley L. Catlin
Witnesses

By: *Ann Ferrentino*
ANN FERRENTINO, President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, authorized to take acknowledgments, appeared ANN FERRENTINO, President of TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, who acknowledged that she has signed the above and foregoing Amendment to Tarpon Woods Second Addition Declaration of Covenants, Restrictions, and Conditions, for and on behalf of said corporation and for the purposes therein expressed.

WITNESS my hand and official seal this 16 day of June, 1978.

Shirley L. Catlin
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 28 1981
BONDED THRU GENERAL INS. CO. OF FLORIDA

Law Offices
Ballaglia, Ross, Solba and Tortizze
980 Tyrene Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743
Telephone 813 381-2300

23 pages

RECORDED
205.00

INST 8 91-311201
NOV 15, 1991 3:53PM

PINELLAS COUNTY FLA.
OFF REC. BK 7233 PG 1766

63.00

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS & EASEMENTS FOR TARPON WOODS SECOND
ADDITION, REPLAT ADDING TARPON WOODS SECOND ADDITION, REPLAT
"FUTURE DEVELOPMENT PARCEL" ALSO KNOWN AS LOTS 38 - 41
TARPON WOODS SECOND ADDITION AND AMENDING ARTICLE I,
SECTION G AND ARTICLE IX, SECTION H OF SAID DECLARATION

TOTAL 168.00

OH

WHEREAS Article III of the Declaration of Covenants, Conditions, Restrictions & Easements, which was recorded in O.R. Book 4700, Pages 1997 through 2002, inclusive and subsequently amended at O.R. Book 4711, Pages 545 and 546 of the Public Records of Pinellas County, Florida and O.R. Book 4992, Pages 2045 through 2063 and O.R. Book 6350, Pages 998 through 1014, all of the Public Records of Pinellas County, Florida, provides for and contemplates the addition of that property designated as the "Future Development Parcel" as reflected on the Plat of Tarpon Woods Second Addition, Replat, as recorded in Plat Book 81, Pages 2 and 3, of the Public Records of Pinellas County, Florida;

WHEREAS Meadows Associates of Pinellas, Inc., a Florida corporation, is the owner of that property known as the "Future Development Parcel" as reflected on the Plat of Tarpon Woods Second Addition, Replat, as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida, also known as Lots 38 through 41 inclusive of Tarpon Woods Second Addition as recorded in Plat Book 77, Pages 68 and 69, less and except that portion of Lot 38 platted as Tarpon Woods Second Addition, Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida; and

WHEREAS the undersigned individuals and entities constituting the owners of seventy-five percent (75%) or more of the Lots within Tarpon Woods Second Addition, Replat and Meadows Associates of Pinellas, Inc. as the owner of the above-described "Future Development Parcel" hereby agree to the Amendment of the above-described Declaration of Covenants, Conditions, Restrictions & Easements for Tarpon Woods Second Addition, Replat to include said "Future Development Parcel" pursuant to Article III and Article XI, Section C of the above-described Declaration of Covenants, Conditions, Restrictions & Easements. Therefore,

Meadows Associates of Pinellas, Inc. as the owner of that property designated as the "Future Development Parcel" as shown on Tarpon Woods Second Addition, Replat, recorded in Plat Book 81, Pages 2 and 3 also known as Lots 38, 39, 40 and 41 of Tarpon Woods Second Addition as recorded in Plat Book 77, Pages 68 and 69, less and except that portion of Lot 38 platted as Tarpon Woods Second

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

PLATS PERTAINING HERETO ARE
RECORDED IN PLAT BOOK 81,
PAGES 2 AND 3 AND PLAT BOOK 77
PAGES 68 AND 69

KARLEEN F. DEBLAKEN, CLERK
RECORD VERIFIED BY: JT

Addition, Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida hereby submits said real property to the Declaration of Covenants, Conditions, Restrictions & Easements for Tarpon Woods Second Addition as amended and as recorded in O.R. Book 4700, Pages 1997 through 2002, inclusive and subsequently amended at O.R. Book 4711, Pages 545 and 546 of the Public Records of Pinellas County, Florida and O.R. Book 4992, Pages 2045 through 2063 and O.R. Book 6350, Pages 998 through 1014, all of the Public Records of Pinellas County, Florida and

WHEREAS the undersigned individuals and entities constituting the owners of seventy-five percent (75%) or more of the Lots within Tarpon Woods Second Addition, Replat agree to the further amendment to the above-described Declaration of Covenants, Conditions, Restrictions & Easements as follows:

I

Article I, Section G of the Declaration of Covenants, Conditions, Restrictions & Easements is amended as follows:

G. "Subdivision" means lots 1-80 of THE MEADOWS OF TARPON WOODS being Tarpon Woods Second Addition Re-Plat and that property designated as the "Future Development Parcel" as shown on Tarpon Woods Second Addition, Replat, recorded in Plat Book 81, Pages 2 and 3 also known as Lots 38, 39, 40 and 41 of Tarpon Woods Second Addition as recorded in Plat Book 77, Pages 68 and 69, less and except that portion of Lot 38 platted as Tarpon Woods Second Addition, Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

II

Article IX, Section H of the Declaration of Covenants, Conditions, Restrictions & Easements is amended as follows:

H. Prior to the start of any construction for or upon any residence on any lot, and before application is made to the authorities for the building permit, the construction plans and specifications must be reviewed and approved in writing by the Board of Directors of the Meadows of Tarpon Woods Homeowners Association. The Board of Directors shall have fifteen (15) days to review the plans and specifications. If the Board of Directors shall fail to reject an application for construction within fifteen (15) days of receipt of a complete set of plans, said application shall be deemed accepted. No residence shall be approved by the Board of Directors unless the total width of the proposed garage door(s) is 16 feet or larger and each approved residence shall include a concrete driveway of not less than 16 feet in width. The Board of Directors may publish from time to time such other and further guidelines for new construction as may be necessary to protect the values of the properties within the subdivision, and which are consistent with the theme, quality, style, and aesthetics of the subdivision as a whole and as to any specific lot in

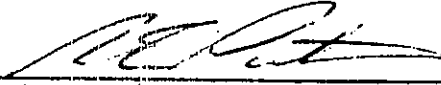
relation to its size, location and adjacent construction. Any subsequent change from the original approved plans that would alter the size or outward appearance of the residence must also be approved in writing by the Board of Directors before the changes are initiated.

No out-building, basement, tent, shack, garage, shed, trailer or temporary building of any kind shall be used as a residence either temporarily or permanently. All residences shall have a garage and no garage shall be altered or reconstructed to the extent that would render it unsuitable for garaging vehicles.

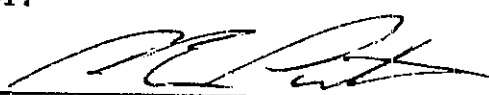
MEADOWS ASSOCIATES OF PINELLAS, INC.

(CORPORATE SEAL)

By:


Robert E. Painter, President

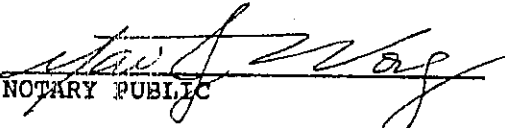
ATTEST:


Robert E. Painter, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 2nd day of November 1991, before me personally appeared Robert E. Painter, President and Secretary, of MEADOWS ASSOCIATES OF PINELLAS, INC., under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment of the Declaration of Covenants, Conditions, Restrictions & Easements for Tarpon Woods Second Addition, Replat, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm Harbor, Pinellas County, State of Florida, the day and year last aforesaid.


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 28, 1994
Bonded Three Thousand Dollars - Insurance Co.

MEADOWS OF TARPON WOODS
HOMEOWNERS ASSOCIATION, INC.

(CORPORATE SEAL)

By: *R. E. Painter*
R. E. PAINTER, President

ATTEST:

Aaron Rapping
Aaron Rapping Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 2nd day of November 1991, before me personally appeared R. E. PAINTER and AARON RAPPING President and Secretary, respectively, of MEADOWS OF TARPON WOODS HOMEOWNERS ASSOCIATION, INC., under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment of the Declaration of Covenants, Conditions, Restrictions & Easements for Tarpon Woods Second Addition, Replat, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm Harbor, Pinellas County, State of Florida, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Dorinda W. Gray, Notary Public

CODING: The full text to be amended is stated: New words to be inserted are underlined, ~~words to be deleted are lined through with hyphens.~~

As to Lots 2-3-6-11-12-13-14-15-16-19-20-
21-22-23-24-25-26-27-28-29-37-38-39-40-
52-62-65.

PINELLAS COUNTY FLA.
OFF. REC. BK 2733 PG 1770

MEADOWS ASSOCIATES OF PINELLAS, INC.

by *Robert E. Painter*
Robert E. Painter, President/Sec'y.

MEADOWS ASSOCIATES OF PINELLAS, INC.

by *Ernest A. Gorick*
Ernest A. Gorick, Agent

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 9th
day of November, 1991.

Paul E. Koppman
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

As to Lot _____

Witness

Witness

Witness

Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this _____
day of _____, 1991.

Notary Public

My Commission Expires:

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th day of November, 1991.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 COMMISSION EXPIRES JULY 02, 1994
 BONDED THROUGH AGENT'S NOTARY BROKERAGE

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of November, 1991.

Notary Public

My Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th
day of November, 1991.

Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
FENCED THRU AGENT'S NOTARY BROKERAGE

As to Lot

ROBERT E. PAINTER

SALLY L. PAINTER

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Fenced Thru Notary Public - Insurance Inc.

Delores A. Kappman
Witness

W.E. Pitt
Witness

Delores A. Kappman
Witness

W.E. Pitt
Witness

As to Lot 05

Clement L. Albertini
CLEMENT L. ALBERTINI

Evelyn Albertini
EVELYN ALBERTINI

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th
day of November, 1991.

W.E. Kappman
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BOUGHT THRU AGENT'S NOTARY BROKERAGE

W.E. Pitt
Witness

W.E. Pitt
Witness

W.E. Pitt
Witness

W.E. Pitt
Witness

As to Lot 49

W. Raymond Everiss
W. RAYMOND EVERISS

Vivian L. Everiss
VIVIAN L. EVERISS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

W.E. Kappman
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BOUGHT THRU AGENT'S NOTARY BROKERAGE

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

As to Lot 36

[Signature]
DONALD A. MACNEIL

[Signature]
LOLA L. MACNEIL

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Sept. 26, 1994

Notary Public - Insurance Fee

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

As to Lot 46

[Signature]
LARRY C. McCALL

[Signature]
SHARON G. McCALL

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES JULY 02, 1994

LOANED THRU AGENT'S NOTARY CONTRACT

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

As to Lot 71
[Signature]
LEONARD GREEN
[Signature]
BARBARA L. GREEN

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public.
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 23, 1994
Branch of When to go to - Insurance Inc.

[Signature]
Witness
[Signature]
Witness
[Signature]
Witness
[Signature]
Witness

As to Lot 09
[Signature]
H. GLENN LOGSDON
[Signature]
CHRISTINE B. LOGSDON

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

[Signature]
Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
ELECTED WHEN AGENT'S NOTARY BRO CERA

[Signature]
Witness
Shirley Van Hook
Witness
[Signature]
Witness
Shirley Van Hook
Witness

As to Lot 78
KEITH H. GEIGER
MARY E. GEIGER

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 23, 1994
Bonded Three Thousand Dollars - Notary Public

[Signature]
Witness
Vincent [Signature]
Witness

As to Lot 33
Charlotte R. Brumm
CHARLOTTE BRUMM

Witness

Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

[Signature]
Witness

[Signature]
Witness

Witness

Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this end
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
BONDED THRU AGENT'S NOTARY PUBLIC

[Signature]
Witness

[Signature]
Witness

Witness

Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY PUBLIC

As to Lot 72

[Signature]
SYLVIA P. KOLB

As to Lot 73

[Signature]
MATTIE R. PLUMLEE

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

As to Lot 69
[Signature]
DONALD E. PRESTON

[Signature]
MARY J. PRESTON

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 28, 1994
(Noted Two Year Ago - Renewal Exp.)



[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

As to Lot 30
[Signature]
JOHN J. KEARNS

[Signature]
PATSY W. KEARNS

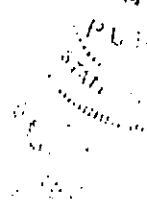
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE



Witness

Witness

Witness

Witness

As to Lot 77

John L. Antal
FRANCES M. ANTAL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

Robert E. Koppman
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

Witness

Witness

Witness

Witness

As to Lot 76

W. O. Sheppard
W. O. SHEPPARD

Thelma Sheppard
THELMA SHEPPARD

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

Robert E. Koppman
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 02, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

Witness

Witness

Witness

Witness

As to Lot 58

Howard W. Brody
HOWARD W. BRODY

Harriet A. Brody
HARRIET A. BRODY

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Sept. 22, 1994

Notary Public - Insurance Reg.

As to Lot 47

Helen H. Rogers
HELEN H. ROGERS

Witness

Witness

Witness

Witness

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 4th
day of November, 1991.

Notary Public
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Sept. 22, 1994

Notary Public - Insurance Reg.

As to Lot 79

Max Margulis
MAX MARGULIS

Dorothy L. Margulis
DOROTHY L. MARGULIS

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Resided 1100 1st St. N. St. Petersburg, FL

As to Lot 04

Richard E. Noble
RICHARD E. NOBLE

Dorothy K. Noble
DOROTHY K. NOBLE

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Resided 1100 1st St. N. St. Petersburg, FL

[Signature]
Witness

[Signature]
Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Sept. 22, 1994

Standard Notary Seal - Permanent Ink

[Signature]
Witness

[Signature]
Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS }

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida

My Commission Expires Sept. 22, 1994

Standard Notary Seal - Permanent Ink

As to Lot 74

[Signature]
RITA FREZZA

As to Lot 75

[Signature]
W. EDMUND HICKS

27100667 RMH 11-15-91 15:31:40

01 -

RECORDING	1	\$105.00
FEES PAID	6	\$63.00

TOTAL:	\$168.00
CHECK AMT. TENDERED:	\$168.00
CHANGE:	\$0.00

[Signature]
Witness

Edward H. [Signature]
Witness

[Signature]
Witness

Edward H. [Signature]
Witness

As to Lot 50

Robert A. Ferguson
ROBERT A. FERGUSON

Evelyn P. Ferguson
EVELYN P. FERGUSON

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Bonded Five Thousand Dollars - [Signature]

[Signature]
Witness

Hortensia Ruppberg
Witness

[Signature]
Witness

Hortensia Ruppberg
Witness

As to Lot 67

[Signature]
ERNEST A. GORICK

Margie L. Gorick
MARGIE L. GORICK

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Bonded Five Thousand Dollars - [Signature]

Witness

Witness

Witness

Witness

As to Lot 32

Hortenzia Benchea
HORTENZIU BENCHEA

Kathryn Benchea
KATHRYN BENCHEA

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1st
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 25, 1994
Bonded thru Troy Pelt - Insurance Inc.

Witness

Witness

Witness

Witness

As to Lot 51

Aaron H. Rapping
AARON H. RAPKING

Hortenzia S. Rapping
HORTENZIA S. RAPKING

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 25, 1994
Bonded thru Troy Pelt - Insurance Inc.

Witness

Witness

Witness

Witness

As to Lot 10

David A. Gauler
DAVID A. GAULER

Elsie N. Gauler
ELSIE N. GAULER

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Recorded This Day: Public - Insurance Inc.

Witness

Witness

Witness

Witness

As to Lot 08

Frank E. Kappesser, Jr.
FRANK E. KAPPESSER, JR.

Delores A. Kappesser
DELORES A. KAPPESSER

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Recorded This Day: Public - Insurance Inc.

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Record This Page - Insurance Fee

As to Lot 60

Charles M. Rowe
CHARLES M. ROWE

Sally S. Rowe
SALLY S. ROWE

Witness

Witness

Witness

Witness

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2nd
day of November 1991.

Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 22, 1994
Record This Page - Insurance Fee

As to Lot 57

H. J. Whelan
HENRY J. WHELAN

Margaret E. Whelan
MARGARET E. WHELAN

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

As to Lot 64

William B. Haidinger
WILLIAM B. HAIDINGER

Faith G. Haidinger
FAITH G. HAIDINGER

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 25, 1994
Printed Name Only Public - Notary Seal

As to Lot 54

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

ANDREW P. OWENS

Andrew P. Owens

MOREEN G. OWENS

Moreen G. Owens

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1991.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 25, 1994
Printed Name Only Public - Notary Seal