

WINDEMERE

01 CASH 168.00
 40 Doc _____
 41 DG _____
 42 Int _____
 4F Fee _____
 Total 168.00 WK

DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 WINDEMERE

THIS DECLARATION, made on the date hereinafter set forth by U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Declarant".

WITNESSETH:

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

A parcel of land located in the Southeast 1/4 of Section 22, the Southwest 1/4 of Section 23, the Northwest 1/4 of Section 26 and the Northeast 1/4 of Section 27, all being in Township 27 South Range 16 East, Pinellas County, Florida, being more particularly described as follows:

TOTAL:	\$168
CHECK AMT. TENDERED:	\$168
CHANGE:	\$0

BEGIN at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence N 01°48'07" W along the East line of the Southeast 1/4 of said Section 22, for 628.98 feet; thence S 55°11'41" E for 46.31 feet; thence S 31°19'42" E for 1,429.97 feet; thence S 17°31'07" E for 340.50 feet; thence S 55°32'55" E for 198.12 feet; thence S 38°57'43" W for 415.19 feet; thence S 50°15'27" W for 171.61 feet; thence S 59°07'14" E for 392.10 feet; thence S 61°47'52" E for 273.77 feet; thence S 21°39'31" W for 90.00 feet; thence S 31°22'54" W for 121.17 feet; to a point on the arc of a non-tangent curve concave to the Southwest (a radial line bears S 31°22'54" W); said point also being on the Northeasterly right-of-way line of Ridgemoor Drive North; thence Southeasterly along said right-of-way line for the following seven (7) courses and curves; (1) thence Southeasterly along the arc of said curve having for its elements a radius of 555.00 feet, a central angle of 22°28'49", an arc length of 217.76 feet, a chord distance of 216.36 feet and a chord bearing of S 47°22'41" E; (2) thence N 53°51'43" E for 5.00 feet along a radial line to said aforementioned curve to a point on the arc of a non-tangent curve concave to the Southwest (a radial line bears N 53°51'43" E); (3) thence Southeasterly along the arc of said curve having for its elements a radius of 560.00 feet, a central angle of 02°58'24", an arc length of 29.06 feet, a chord distance 29.06 and a chord bearing of S 34°39'05" E to a point of tangency; (4) thence S 33°09'53" E for 107.50 feet to a point of curvature of a curve concave to the

THIS INSTRUMENT PREPARED BY & RETURN TO:
 R. TIMOTHY PETERS
 R. TIMOTHY PETERS, P.A.
 BOX 6316, CLEARWATER, FL 34618-6316

DECLARATION

Southwest; (5) thence Southeasterly along the arc of said curve having for its elements a radius of 736.20 feet, a central angle of 30°06'05", an arc length of 386.77 feet, a chord distance of 382.34 feet and chord bearing of S 18°06'51" E to a point of reverse curvature of a curve concave to the Northeast; (6) thence Southeasterly along the arc of said curve having for its elements a radius of 420.00 feet, a central angle of 37°32'09", an arc length of 275.15 feet, a chord distance of 270.26 feet and chord bearing of S 21°49'53" E to a point of compound curvature of a curve concave to the North; (7) thence Easterly along the arc of said curve having for its elements a radius of 25.00 feet, a central angle of 92°02'40", an arc length of 40.16 feet, a chord distance of 35.98 feet and chord bearing of S 86°37'18" E to a point of cusp with a curve concave to the Southeast (a radial line bears S 42°38'37" E) said point also being on the Northerly right-of-way line of Ridgemoor Drive; thence Southwesterly along said right-of-way line and along the arc of said curve having for its elements a radius of 580.00 feet, a central angle of 10°29'54", an arc length of 106.27 feet, a chord distance of 106.13 feet and chord bearing of S 42°06'26" W to a point of cusp of a curve concave to the West, said point also being on the Westerly right-of-way line of Ridgemoor Drive North and the Easterly line of the plat of SALEM SQUARE as recorded in Plat Book 99, Pages 95 to 100 of the Public Records of Pinellas County, Florida; thence Northwesterly along said right-of-way line and the East line of said plat of Salem Square for the following seven (7) courses and curves; (1) thence Northerly along the arc of said curve having for its elements a radius of 25.00 feet, a central angle of 79°03'07", an arc length of 34.49 feet, a chord distance of 31.82 feet and chord bearing of N 02°40'05" W to a point of reverse curvature of a curve concave to the Northeast; (2) thence Northwesterly along the arc of said curve having for its elements a radius of 480.00 feet, a central angle of 39°07'50", an arc length of 327.82 feet, a chord distance of 321.49 feet and a chord bearing of N 22°37'43" W to a point of reverse curvature of a curve concave to the Southwest; (3) thence Northwesterly along the arc of said curve having for its elements a radius of 676.20 feet, a central angle of 30°06'05", an arc length of 355.25 feet, a chord distance of 351.18 feet and chord bearing of N 18°06'51" W to a point of tangency; (4) thence N 33°09'53" W for 107.50 feet to a point of curvature of a curve concave to the Southwest; (5) thence Northwesterly along the arc of said curve having for its elements a radius of 500.00 feet, a central angle of 02°58'24", an arc length of 25.95 feet, a chord distance of 25.94 feet and chord bearing of N 34°39'05" W; (6) thence N 53°51'43" E for 5.00 feet along a radial line to said aforementioned curve to a point on the arc of a non-tangent curve concave to the Southwest (a radial line bears N 53°51'43" E); (7) thence Northwesterly along the arc of said curve having for its elements a radius of 505.00 feet, a central angle of 29°53'57", an arc length of 263.53 feet, a chord distance of 260.55 feet and a chord bearing of N 51°05'15" W; thence along the

Northerly line of said plat of Salem Square for the next three (3) courses; (1) S 23°57'46" W for 130.00 feet; (2) N 79°49'17" W for 475.00 feet; (3) N 75°56'20" W for 246.66 feet to a point on the boundary of property sold to Pinellas County for the East Lake Tarpon Wellfield, as recorded in Official Record Book 5450, pages 1520 through 1523, of the Public Records of Pinellas County, Florida, thence along the boundary of said property for the next three (3) courses; (1) N 51°16'48" E for 40.00 feet; (2) N 38°43'12" W for 25.00 feet; (3) S 51°16'48" W for 43.06 feet to a point on the arc of a non-tangent curve concave to the Northeast (a radial line bears N 74°33'16" E); thence along the northerly line of said plat of Salem Square for the following three (3) courses; (1) Northwestery along the arc of said curve, having for its elements a radius of 25.00 feet, a central angle of 20°15'43", an arc length of 8.84 feet, a chord length of 8.79 feet and a chord bearing of N 05°18'52" W to a point of reverse curvature of a curve concave to the Southwest; (2) Northwestery along the arc of said curve having for its elements a radius of 50.00 feet, a central angle of 68°23'37", an arc length of 59.68 feet, a chord length of 56.20 feet and a chord bearing of N 29°22'50" W; (3) N 63°34'38" W for 196.71 feet to a point on the West line of the Northwest 1/4 of said Section 26; thence N 01°25'39" W along said West line for 530.94 feet to a point on the South line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence N 88°48'18" W along said South line for 654.28 feet to a point on the West line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence N 01°36'57" W along said West line for 638.37 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence N 01°45'14" W along said West line for 664.76 feet to a point on the North line of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 22; thence S 88°34'43" E along said North line for 655.93 feet to the POINT OF BEGINNING. Said parcel containing 60.18 acres, more or less.

LESS AND EXCEPT TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M" and "N", as more particularly shown and described on the plat of WINDEMERE recorded in Plat Book 100, pages 23 through 32, inclusive, Public Records of Pinellas County, Florida.

SUBJECT TO restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value

and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WINDEMERE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

The Common Area consists of WORTHINGTON LOOP, WORTHINGTON CIRCLE, WORTHINGTON COURT and RIDGEMOOR DRIVE NORTH, as more particularly shown and described on the plat of WINDEMERE recorded in Plat Book 100, pages 23 through 32, inclusive, Public Records of Pinellas County, Florida.

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

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, its successor and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PURPOSE

Section 1. Maintenance and Repair of Common Area; Security. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area and the banks of any lakes, ponds or drainage easement areas more particularly depicted on the plat of WINDEMERE. The Association shall have the right, but not the obligation, to pay for the costs of lighting for the Common Area and for public roads adjacent to the Properties, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Joint Maintenance of Ridgemoor Drive North. The expenses necessary to operate, maintain and repair those portions of Ridgemoor Drive North more particularly depicted on the plat of WINDEMERE shall be shared equally among the Owners of Lots in WINDEMERE and SALEM SQUARE, said Lots in SALEM SQUARE being more particularly shown and described on the plat of SALEM SQUARE recorded in Plat Book 99, Pages 95 through 100, inclusive, Public Records of Pinellas County. The Owner or Owners of each Lot shall pay an equal share of the before-mentioned expenses. For example, if there are 107 Lots in SALEM SQUARE and 136 Lots in WINDEMERE, then each Lot shall be responsible for the contribution of 1/243rds of the expenses. The contribution of each Lot Owner shall be collected by each respective Association and paid to WINDEMERE HOMEOWNERS ASSOCIATION, INC.

A. Future Associations. In the future, additional, presently undeveloped subdivisions or Associations utilizing

the subject portion of Ridgemoor Drive North may be required to contribute to said roadway maintenance expenses.

B. Level of Maintenance. If the Associations contributing to the maintenance expenses of the subject portion of Ridgemoor Drive North shall disagree as to the level of maintenance or amount of funds to be spent on maintenance, then any such dispute shall be resolved by binding arbitration. Each Association shall appoint one member of the arbitration panel and the arbitration panel shall select an additional member. This arbitration panel shall then expeditiously resolve the dispute. The decision of the arbitration panel shall be binding upon all of the contributing Associations.

C. Attorney's Fees. If any Association shall have to retain an attorney to enforce its rights pursuant to this Article II, Section 2, then the prevailing party in any litigation shall be entitled to recover from the opposing parties its reasonable attorney's fees incurred in any trial or appellate proceedings.

D. Amendment. The provisions of this Article II, Section 2, shall not be amended without the prior written consent of each Association which contributes to the maintenance of the subject roadway.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to easements created by this Declaration, the plat of WINDEMERE and other matters of public record, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, subject to reasonable rules and regulations promulgated by the Association and subject to such conditions as may be agreed to by the members. No such dedication or

transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. No Right of Use of Tracts "A" Through "N", Inclusive. Nothing contained in this Declaration, the Articles or By-Laws shall be effective to create any right of use of Tracts "A" through "N", inclusive, as more particularly shown on the plat of WINDEMERE. Those tracts shall become the property of RIDGEMOOR MASTER ASSOCIATION, INC. and may only be used for purposes consistent with the easements described in the before-mentioned plat. An officer of U. S. HOME CORPORATION or, after conveyance of the subject tracts, the Board of Directors of RIDGEMOOR MASTER ASSOCIATION, INC. shall have the authority, but not the obligation, to grant written permission for the use of the subject tracts, if said use is consistent with and in no way interferes with the easements more particularly described in the before-mentioned plat. In no event shall any use of the tracts or any portion of the tracts be effective to create any express or implied right of use or easement unless the express written permission of the Board of Directors of RIDGEMOOR MASTER ASSOCIATION, INC. or, prior to the conveyance of said tracts to said Master Association, from an officer of U. S. HOME CORPORATION, is obtained.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Each Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1997.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The

personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Assessments shall include insurance expenses as described in Article XIII of this Declaration.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the assessment shall be \$40.00 per month per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased or decreased in the discretion of the Board of Directors.

Section 4: Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the expenses of the Association, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. All annual assessments shall be collected in monthly installments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment

period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own, provided: (i) the annual assessment paid by the other Owners shall not exceed the assessment stated in Section 3 of this Article; and (ii) the Declarant shall be responsible for

paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments (after applying all income received by the Association from other sources) and the amount received from Owners other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference, herein called the "deficiency", shall not include a reserve for replacements, operating reserves, depreciation reserves or capital expenditures. At the expiration of the before-mentioned period, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of

the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. 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. In the event it becomes necessary for the Association to retain an attorney for the enforcement and/or the abatement, as the case may be, of any provision of the Declaration, Articles or By-Laws, whether or not legal proceedings are instituted, then the Owner shall pay all reasonable attorneys' fees incurred by the Association, together with reasonable attorneys' fees for any appellate proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

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

B. Anything in this Declaration to the contrary notwithstanding, until the completion of the contemplated

improvements on the Properties, and closing of all Lot sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the plan of development, as may be required by any lender, governmental authority, or, as may in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall impair the security or priority of a first mortgagee.

C. No amendment to this Declaration, the Articles of Incorporation or By-Laws shall be effective to limit or impair the easement rights established by this Declaration.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Residential Use. No Lot may be used for any purpose other than as and for a single-family residence or dwelling.

Section 2. Pets. No pets may be raised for commercial purposes. In no event may any pet be allowed to become a nuisance. Pets are not permitted to roam free and are not permitted in the Common Area.

Section 3. Vehicle Parking. No vehicle shall be parked within the Properties except on driveways or within garages. No boats, boat trailers, recreational vehicles or trucks, except pickup trucks and light van-type vehicles, may be parked on the Properties except inside garages. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, may be parked within the Properties except inside garages.

Section 4. Fences. No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the Properties except as approved in writing by the Board, which approval may be arbitrarily withheld.

Section 5. Antennas. No exterior radio, television or any other electrical antennas or aerials or earth stations or any similar device may be erected or maintained anywhere upon any portion of the Properties or any Lot. Notwithstanding the above, antennas, aerials and similar devices may be maintained in the attic of individual homes so long as the antennas, aerials or other devices are not visible from the exterior of the home.

Section 6. Maintenance. Following the conveyance of a Lot by the Declarant, each Owner thereof shall be obligated to maintain the Lot and all improvements thereon in good condition and repair.

Section 7. Clothes-Drying Activity. Clothes hanging devices exterior to a residence are prohibited.

ARTICLE XI

EASEMENTS

Section 1. Ingress-Egress. A nonexclusive easement for the use and benefit of the Owners and occupants of any Lot, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area.

Section 2. Utilities, etc. Each Lot and the Common Area shall be subject to existing easements for public utilities' purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, cable television, telephone, and irrigation wells and pumps, if applicable), and the utilities

and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements. The Common Area is for the non-exclusive use and benefit of the Declarant and members of the WINDEMERE HOME-OWNERS ASSOCIATION, INC., subject to easements as from time to time granted and reserved by Declarant for the installation, maintenance and operation of utility and other services, including, but not limited to, water, gas, sanitary sewer, electrical, drainage, telephone and electronic communications (cable television). The Common Area is further subject to non-exclusive ingress and egress easements thereon to the County of Pinellas and public or private utility services, including law enforcement, fire protection, waste removal, inspection, utility installation and maintenance, and such other governmental and utility uses and purposes necessary and incidental to the foregoing.

Section 3. Future Utility Easements. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot) and for the Board of Directors of the Association, to grant and/or reserve such additional easements, including, but not limited to, irrigation, wells and pump, cable television, electric, gas, water, telephone or other utility easement, or to relocate any existing utility easement in any portion of the property as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots for permitted purposes. Each Lot Owner hereby irrevocably appoints the president and vice president of the Association as his attorney-in-fact to grant permits, licenses and easements as previously described in this section.

Section 4. Easement for Encroachments. All of the Properties and all of the Lots shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or Lots, or encroachments caused by the intentional or unintentional placement of utilities meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

Section 5. Sprinkler Systems. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws to the contrary, all sprinkler systems or lawn irrigation systems owned, operated or maintained by the Association shall be constructed in a manner which will provide for the future conversion and connection of the lawn irrigation systems to effluent transmission and distribution facilities owned by Pinellas County. At such time that effluent transmission and distribution facilities become available to particular portions of the Properties, the Association shall disconnect said lawn irrigation systems from other sources of water and shall connect said lawn irrigation systems to the effluent transmission and distribution facilities owned by Pinellas County. This Section 5 may not be amended or modified without the prior written approval of the Declarant.

Section 6. Roadway Easements. Declarant retains and hereby establishes for itself, its successors in interest, agents, employees, assigns, and the public, a non-exclusive easement for vehicular and pedestrian ingress and egress over

and across all streets and roadways that may from time to time exist on the Properties.

ARTICLE XII

MORTGAGEES

Section 1. Definition. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, an agency of the United States Government, the holder of any mortgage insured by any agency of the United States Government, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, the Veterans' Administration, and any guarantor or assignee of any institutional mortgagee.

Section 2. Notice to Mortgagees. Institutional mortgagees shall have a right, upon written notice to the Association, to be advised in writing of the following:

- A. Any proposed amendment of documents.
- B. Any proposed termination of the Association.
- C. Any condemnation or casualty loss which affects a material portion of the Properties.
- C. Any deficiency of sixty (60) days or more in the payment of assessments or charges owed by the Mortgagor.
- D. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 3. Financial Statement. If the Federal Housing Administration, the Veterans' Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any holder of a first mortgage own or insure a mortgage in the Properties, then the Association, upon request, shall prepare and/or furnish to that agency or mortgagee a financial review of the Association for the immediate preceding fiscal year.

ARTICLE XIII

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain

liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Area. In no event shall this liability insurance coverage be less than One Million Dollars (\$1,000,000.00). The Board of Directors shall collect and enforce payment of the premium for such insurance from each Lot Owner, in equal shares, as an assessment in accordance with this Declaration. Each individual Lot Owner shall be responsible for purchasing liability insurance for accidents occurring on his own Lot.

ARTICLE XIV

MASTER ASSOCIATION AND

MASTER ASSOCIATION RESTRICTIONS

Section 1. Membership. Each Owner of a Lot automatically becomes a member of RIDGEMOOR MASTER ASSOCIATION, INC. ("Master Association"), which is the Master Association governing all residents of the RIDGEMOOR development. Such membership is in addition to the Owner's automatic membership in the Association, as provided in Article IV of this Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, By-Laws and rules and regulations in effect from time to time.

Section 2. Restrictions. In addition to this Declaration, each Lot is hereby made subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for RIDGEMOOR, as recorded in the Public Records of Pinellas County, Florida. Pursuant to said Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the before-mentioned Restrictions, and to uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges.

ARTICLE XV

DECLARANT'S RIGHTS

Section 1. No Interference. Until such time as Declarant has completed all of the contemplated improvements and has sold all of the Lots within the WINDEMERE development, neither the Association nor its members nor the use of the Common Area (as defined in the Declaration) by the Association and its members shall interfere with the completion of the contemplated improvements or the sale by Declarant of Lots within the WINDEMERE development.

Section 2. Sales Offices, Models, etc. Until the Declarant has built and sold all of the improvements and Lots within the WINDEMERE development, Declarant reserves and the Association grants to Declarant the right to make such use of the unsold Lots, and the Common Areas, as may facilitate completion and sale of Lots by the Declarant. Without limiting the foregoing, Declarant shall have the right to maintain a sales office, model units, administration office and/or construction office (which may be a construction trailer or a temporary or permanent building). Declarant further shall have the right to erect and maintain signs, shall have the right to use the Common Area for any sales purposes, shall have the right to grant the right of use of the Common Area to any prospects or any other individual or groups in its sole discretion and shall be entitled to conduct all other reasonable marketing activities described by Declarant.

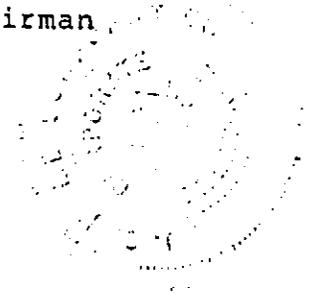
Section 3. Amendment Prohibition. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration, and no Rules or Regulations shall be adopted by the Association which shall restrict, impair or in any way modify the activities of the Declarant with regard to construction, assessments or other charges on Declarant's lots or property, use of Common Areas and delegation of use of Common Areas and marketing of the remaining Lots in the

WINDEMERE development, whether or not such activities are enumerated in the preceding Sections 1 and 2.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of April, 1988.

U. S. HOME CORPORATION

By: *Gene Lanton*
Gene Lanton
Division Vice Chairman



STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared GENE LANTON as Division Vice Chairman of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officer, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 29TH day of APRIL, 1988.

Rose C. Wells

Notary Public

My Commission Expires:

Notary Public, State Of Florida-At Large
My Commission Expires June 21, 1991
Bonded By SAFECO Insurance Company of America