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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
COMMON AREAS

THIS DECLARATION is made on this 17 day of July,
1981, by F & R BUILDERS, INC., a Florida corporation,
hereinafter referred to as "Declarant".

DEFINITIONS

Unless otherwise expressly provided, the following
words and phrases when used herein shall have the meanings
hereinafter specified:

Section 1. "Articles" shall mean the Articles of
Incorporation of the Association which have been filed in
the office of the Secretary of State of Florida, a true copy
of which is attached hereto, marked Exhibit "B" and
incorporated herein by this reference, as such Articles may
be amended from time to time.

Section 2. "Common Assessments" shall mean the charge
against each Owner and his Condominium Unit, representing a
portion of the total costs to the Association of owning,
maintaining, improving, repairing, replacing, managing and
operating the Common Areas.

Section 3. "Association" shall mean FOX CHASE WEST
Property Owners Association, Inc., a Florida corporation not
for profit, its successors and assigns.

Section 4. "Board" shall mean the Board of Directors
of the Association, elected in accordance with the By-Laws
of the Association.

Section 5. "By-Laws" shall mean the By-Laws of the
Association, which have been or shall be adopted by the
Board substantially in the form of Exhibit "C" attached
hereto and incorporated herein by this reference, as such By-
Laws may be amended from time to time.

Section 6. "Recreational Area" shall mean and refer
to the Common Areas upon which the recreational facilities
will be built and shall include, but not be limited to, a
recreational building, cabanas, a swimming pool, tennis courts,
handball courts and shall be used for the common benefit and
enjoyment of the residents of the FOX CHASE WEST Project.

Section 7. "Common Driveway and Parking Area" shall
mean and refer to that part of the Common Area now or
hereafter actually used and paved for vehicular access and
striped and designated for parking for the Owners of Units
in the FOX CHASE WEST Project and said parking area is
defined to mean all assigned or unassigned parking spaces.

Section 8. "Undeveloped Parcel" shall mean and refer
to the FOX CHASE WEST Project, less the Common Areas and
Condominium Property.

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EXHIBIT "9" TO DOCUMENT BOOK

THIS INSTRUMENT PREPARED BY:
MORRIS J. WATSKY, ESQ.
9555 North Kendall Drive
Miami, Florida 33176

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Section 9. "Common Areas" shall mean and refer to that part of FOX CHASE WEST Property now or hereafter actually used and designated for the use and benefit of the residents in FOX CHASE WEST Project; consisting of Recreational Areas, Common Driveways, Parking Areas and green areas.

Section 10. "Common Expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Areas, including, without limitation: the costs of any and all utility charges for the Common Areas; costs of management and administration of the Association (including, without limitation, compensation paid by the Association to managers, accountants, attorneys and other employees); the cost of all gardening and landscaping of the Common Areas; the cost of maintenance, operation, repair and replacement of equipment furnishing lighting for the Common Areas; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Areas; the cost of bonding persons who handle monies of the Association; taxes paid by the Association (including real property taxes for the Common Areas); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

Section 11. "Declarant" shall mean and refer to F & R BUILDERS, INC., and its successors and assigns to whom F & R BUILDERS, INC. assigns in writing the rights of the Declarant.

Section 12. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 13. "FOX CHASE WEST Project" shall mean that certain tract of land legally described on Exhibit "A" attached hereto.

Section 14. "Condominium Unit" shall mean a completely constructed unit in a condominium which is designated and intended for use and occupancy as a residence and which is subject to assessments under this Declaration or any Supplemental Declaration made by the Declarant. Said term includes any interest in land, improvements and other property appurtenant to the Unit.

Section 15. "Condominium Property" shall mean and include that portion or portions of the FOX CHASE WEST Project that is subjected to Condominium Ownership in accordance with the Florida Statute, Chapter 718 (The Condominium Act).

Section 16. "Management Company." shall mean the person, firm or corporation appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

Section 17. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 18. "Mortgage" shall mean any mortgage covering a Condominium Unit. The term "Mortgagee" shall mean the holder of such mortgage.

Section 19. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Condominium Unit, including seller under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article I only, unless the context otherwise required, Owner shall also include the family, invitees, licensees and lessees of any Owner.

Section 20. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 21. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Pinellas County, Florida.

Section 22. "Special Assessments" shall mean and include the following: (i) a charge against a particular Owner (and his Condominium Unit) directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration; or (ii) a charge against each Owner (and his Condominium Unit) directly attributable to the Owner equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration; or (iii) a charge against each Owner (and his Condominium Unit) representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Areas which the Association may from time to time authorize.

Section 23. "Supplemental Declaration" shall mean any declaration which may be recorded by Declarant for the purpose of supplementing this Declaration or for the purpose of withdrawing portions of the Undeveloped Parcel.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

ARTICLE I - RECITALS

Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Common Areas to create the Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas, and administering and enforcing the covenants, restrictions and easements hereinafter created, and collecting and disbursing the assessments and charges hereinafter created. Declarant will or has caused the Association, the Members of which shall be the Owners of Condominium Units and the Declarant, to be formed for the purpose of exercising the functions aforesaid.

Declarant hereby declares that the Condominium Units and the following covenants, restrictions, easements, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of Condominium Units. The covenants, restrictions, easements, conditions and equitable servitudes set forth herein shall run with the title to the Condominium Units and Common Areas, and shall be binding upon all persons having any right, title or interest therein, or in any part thereof, their heirs, successors and assigns; shall inure to the benefit of the Condominium Units and the Common Areas and any interest therein; and shall inure to the benefit of and be binding upon the Declarant, each Owner and his successors and assigns, each Condominium Association having jurisdiction over a condominium containing Condominium Units, and may be enforced by the Declarant, by the Association, by any Owner or by any such Condominium Association.

ARTICLE II - PROPERTY

SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is legally described in Exhibit "A" hereto. (FOX CHASE WEST Project)

Section 2. Restrictions and Amendments. The Declarant shall be entitled, at any time and from time to time, to plat and/or replat and/or to submit to Condominium all or any part of FOX CHASE WEST Project and to file restrictions and/or amendments thereto with respect to any portion or portions of FOX CHASE WEST Project.

Section 3. withdrawal of Land. Declarant may, and shall have the absolute right to, but shall have no obligation to, withdraw at any time or from time to time the effect of this Declaration any or all of that portion of the Property which is hereinabove identified as the Undeveloped Parcel and/or which has not been submitted to Condominium. The withdrawal of lands as aforesaid shall be made and evidenced by the filing in the Public Records of Pinellas County, Florida of a Supplemental Declaration unilaterally executed by the Declarant, describing the lands to be withdrawn. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or Mortgagee of a Unit (or any other property) in the FOX CHASE WEST Project. Upon the filing of such a Supplemental Declaration, all such land described therein shall be relieved from the effect of this Declaration and any restrictions, obligations or lien rights hereunder.

Section 4. Conveyance of Common Areas to the Association. At such time as Declarant conveys title to the last Unit developed on the Property by Declarant and subject to the provisions hereof, or such earlier time as Declarant elects, Declarant shall convey title to the Common Areas to the Association, which shall be obligated to accept such conveyance.

ARTICLE III - PROPERTY RIGHTS OF
DECLARANT, ASSOCIATION AND OWNERS.

Section 1. Owner's Easements of Access and Enjoyment.

Subject to the provisions below, every Owner shall have a right to use and an easement of enjoyment in and to the Common Areas, unless withdrawn from the effect hereof, pursuant to Article II above, together with an easement for access to and from the Common Areas which shall be appurtenant to and shall pass with the title to the Condominium Unit owned by such Owner, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

B. All provisions of this Declaration and the Articles and By-Laws of the Association;

C. Rules and regulations governing the use and enjoyment of the Common Areas adopted by the Association;

D. Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part of parts of the Common Areas.

E. The rights of the Declarant or the Association to designate and assign the exclusive use of One (1) parking space in the Parking Area to each Owner of a Condominium Unit in the FOX CHASE WEST Project for exclusive use by Owners of Units in the FOX CHASE WEST Project.

Section 2. Declarant's Easements of Access. The Declarant reserves for itself and its officers, employees, agents, invitees, contractors and subcontractors for proper business purposes, including the construction and sale of Condominium Units and other improvements upon the FOX CHASE WEST Project, easements of ingress and egress over and across the Common Areas.

Section 3. Rights of the Association. The easements granted herein shall be subject to the right of the Association to maintain, manage, operate, repair, replace and to establish uniform and reasonable rules and regulations covering the use of, the Common Areas; provided, however, that the Association may not restrict the Persons described in Section 2 of this Article from the reasonable use of the Common Areas in connection with the construction and sale of Condominium Units and other improvements upon the FOX CHASE WEST Project.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of ingress and egress over and across the Common Areas to his guests, invitees and family members, and to tenants and contract purchasers of his Condominium Unit, and their respective guests, invitees and family members.

Section 5. Easement to Public Rights-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner of a Condominium Unit shall have an easement for access to and for his Condominium Unit to a public right-of-way over a paved common driveway. Developer has an absolute obligation to construct all portions of the common driveway necessary to afford all Unit Owners such access.

Section 6. Easements for Public Service Use and Public Utilities. In addition to the foregoing easements, there shall be and Declarant hereby reserves and covenants for itself and all Owners, easements of ingress and egress over and across the Common Areas for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Common Areas for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the FOX CHASE WEST Project.

Section 7. Waiver of Use. No owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Condominium Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Condominium Unit.

ARTICLE IV - MEMBERSHIP
IN ASSOCIATION

Every Owner of a Condominium Unit and the Declarant shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Condominium Unit. Ownership of such Condominium Unit shall be the sole qualification for membership of an Owner in the Association.

ARTICLE V - VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A Members. Class A Members shall be all Unit Owners other than the Class B Member. Owners of Units shall automatically become Class A Members upon closing of title to a Unit.

Class B Members. The Class B Member shall be Declarant or its successors or assigns, who shall remain a Member so long as it owns property subject to the Declaration; Class B Membership shall be converted to Class A Membership on the happening of either of the following events, whichever shall first occur: (i) thirty (30) days after closing of title to the last Condominium Unit in the FOX CHASE WEST Project; or (ii) thirty (30) days after Declarant elects to terminate Class B Membership.

- A. Maintain, repair and replace the improvements, paving and landscaping included in the Common Areas.
 - B. Obtain water, electric and such other utility services as may be required for the operation of the Common Areas;
 - C. Grant easements, rights-of-way, or strips of land, where necessary, for utility and sewer facilities over the Common Areas to serve the Common Areas and other portions of FOX CHASE WEST Project;
 - D. Maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association;
- The Association, acting through the Board of Directors, shall also have the power and duty to:

ARTICLE VI - DUTIES AND POWERS OF ASSOCIATION

Section 2. Vote Distribution. Owners shall be entitled to one (1) vote for each Condominium Unit in which they hold the interest required for membership, when more than one person holds such interest or interests in any Condominium Unit ("the Co-Owner"), all such Co-Owners shall be members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Condominium Unit is entitled. Such Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Condominium Unit shall be exercised, if at all, as a Unit. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Condominium Unit shall be exercised as the majority of the Co-Owners of the Condominium Unit mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the corresponding voting Co-Owner is acting with the consent of his or her Co-Owners. No vote shall be cast for any Condominium Unit where the majority of the Co-Owners cannot agree to said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Condominium Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and the Articles of Incorporation and By-Laws of the Association. If a Condominium Unit is owned by a Corporation the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association.

E. Employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers and employees.

F. Designate and assign the exclusive use of one parking space in the Parking Area to each Condominium Unit Owner in the FOX CHASE WEST Project.

ARTICLE VII - COVENANT
FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Condominium Unit now or hereafter owned by it, hereby covenants, and each Owner of any Condominium Unit 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 Common Assessments and (2) Special Assessments and such assessments for Common Expenses to be established and collected as hereinafter provided. The obligation of all Condominium Units within a Condominium for their respective assessments shall commence with the month following the month during which the title to the first Condominium Unit in said Condominium is sold and conveyed to the purchaser thereof. Such assessments, together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. Subject to the provisions of this Declaration protecting first Mortgages, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Owner.

Section 2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively for the benefit of the Common Areas and to pay all costs incurred by the Association in the carrying out of its duties as set forth herein and in the Articles and By-Laws of the Association.

Section 3. Damage to Common Areas by Owners. The foregoing maintenance, repairs or replacements within the Common Area arising out of or caused by the wilfull or negligent act of the Owner, his family, guests or invitees shall be done at the said Owner's expense or a special assessment therefor shall be made against his Condominium Unit.

Section 4. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, 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 cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or such other addition upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment in excess of \$25,000. Dollars shall have the vote or written assent of a majority of the votes of the Owner-Members, excluding therefrom the votes of Declarant.

Section 5. Rate of Assessment. The cost of maintaining the Common Areas is shared by the owners of all Condominium Units within the FOX CHASE WEST Project. Until Declarant's Guarantee Expiration Date, each Condominium Unit shall be responsible for its respective interest of the total amount of assessments based on a fraction, the numerator of which shall be one (1) and the denominator of which shall be 718 Condominium Units. Subsequent to Declarant's Guarantee Expiration Date, each Condominium Unit shall be responsible for its respective interest of the total amount of assessments, based on a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Condominium Units subject to assessment. There shall not be more than Condominium Units nor less than 32 Condominium Units subject to the rights and obligations hereunder.

Section 6. Declarant's Liability for Assessments. During the period from the first day of the calendar month following the month in which the closing of the purchase and sale of the first Unit occurs, until the earlier of the date control of the Association is turned over to Unit Owners other than the Declarant, or the last day of the calendar year in which the closing of the purchase and sale of the first Unit occurs (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is offering for sale, provided that the regular monthly Assessments for Common Expenses (exclusive of special Assessments) imposed on each Unit Owner other than the Declarant shall not increase during such period over the amount set opposite such Unit's numerical designation in the Estimated Operating Budget contained in the Prospectus delivered to such Unit Owner when such Owner contracted to purchase the Unit, if applicable, and provided further that the Declarant shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level, capital contributions and other sums receivable from Unit Owners or others. After the Guarantee Expiration Date, the Declarant shall have the option of extending the guarantee from month-to-month on the same terms or paying the share of Common Expenses and Assessments attributable to the Units it is then offering for sale.

Section 7. Date of Commencement of Association's Obligation for Common Expenses. The obligation of the Association for the Common Expenses applicable to the Common Areas shall commence on the first day of the month after the month during which the Declarant determines that construction of the planned improvements for said portion of the Common Areas has been completed and is ready for use by the Owners.

Section 8. Date of Commencement of Common Assessments: Due Date. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the annual Common Assessment against each Condominium Unit subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. 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 or agent of the

Association, setting forth whether the assessments on a specified Condominium Unit have been paid. A properly executed certificate of the Association as to the status of the assessments against a Condominium Unit is binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and to each first Mortgagee who has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Membership of the Association a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may include reasonable provision for contingencies and reserves).

The Association may designate a condominium association to collect from Condominium Units in said Condominium the assessments levied hereunder.

At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the operating fund, over and above the amounts actually expended, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments.

Section 9. Exempt Property. Common Assessments shall be assessed only against the Condominium Units which are from time to time subject to assessment under the provisions hereof; all other property, whether owned by Declarant or another, shall be exempt therefrom.

Section 10. Exterior Maintenance Assessment. In addition to the maintenance upon the Common Areas, the Association may provide upon any Condominium Unit(s) and/or the residential building(s) containing such Condominium Unit(s) requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance. The cost of such maintenance shall be assessed against the Condominium Unit(s) within the residential building(s) upon which such maintenance is performed, or, in the opinion of the board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Condominium Units involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Condominium units in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Condominium Unit(s) and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 6 of Article VIII hereinabove.

ARTICLE VIII - EFFECT OF NON-
PAYMENT OF ASSESSMENTS REMEDIES OF
THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments; Remedies of the Association. Any installment of a Common Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the rate of ten (10%) percent per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board of Directors to pay a late charge of Five (\$5.00) Dollars or five (5%) percent of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Condominium Unit. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Condominium Unit. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first Mortgagee of a Condominium Unit which has requested a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent; (ii) the action required to cure the default. (iii) a date not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current fiscal year and sale of the Condominium Unit pursuant to foreclosure of the lien securing the unpaid Common Assessment. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Pinellas County, Florida; said Notice of Claim of Lien must recite a good and sufficient legal description of any such Condominium Unit, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten (10%) percent, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as

mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Condominium Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty (\$50.00) Dollars, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board of the Board or by the Management Company stating the indebtedness secured by the liens upon any Condominium Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Section 5. Cumulative Remedies. The assessment liens and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage (meaning any recorded Mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which the Notice of Claim is recorded. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to the mortgage foreclosure or deed in lieu thereof, shall extinguish the lien of such assessments as to installments which become due prior to such sale or transfer. Liens for assessments under this Article shall be prior to the liens for assessments of condominium associations.

ARTICLE IX - MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of all of the Common Areas (including, without limitation, paving, lighting and landscaping).

ARTICLE X - INSURANCE

Section 1. Casualty Loss or Damage. The Association shall keep all buildings, improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the

repair or replacement of property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds (if any) available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Condominium Units to cover the additional cost of repair or replacement not covered by the insurance proceeds, and same shall be part of the Common Assessments made against such Condominium Unit Owners.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall obtain and maintain public liability insurance in such limits as the Board of Directors may, from time to time, determine, covering each member of the Board of Directors of the Association, each Condominium Unit Owner, the Declarant and the Management Company. Such public liability coverage shall also include, if obtainable, cross-liability endorsement insuring each insured against liability to each other insured. Notwithstanding the foregoing, so long as the Declarant owns the Common Areas, said public liability insurance shall be in a single limit of not less than \$2,000,000. covering all claims for personal injury or property damage arising out of the occurrence. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. Premiums for all such insurance carried by the Association shall be part of the Common Expenses.

ARTICLE XI MORTGAGEE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each first Mortgagee of a Mortgage encumbering any Condominium Unit, at his written request, is entitled to written notification from the Association of any default by the Mortgagor of such Condominium Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Each first Mortgagee of a Mortgage encumbering any Condominium Unit which obtains title to such Condominium

Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such Condominium Unit free and clear of any claims of unpaid assessments or charges against such Condominium Unit which accrued prior to the acquisitions of title to such Condominium Unit by the Mortgagee.

(c) Unless at least seventy-five (75%) percent of the first Mortgagees (based upon one vote for each Mortgage owned), and 75% of the Owners (other than Declarant) have given their prior written approval, neither the Association nor the Members shall:

(1) by act or omission, seek to sell or transfer the Common Areas and the Improvements thereon which are owned by the Association;

(Granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of the Common Areas to an unincorporated association of the Members in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Member;

(3) by act or omission, change, waive or abandon any scheme or regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Improvements;

(4) fail to maintain Fire and Extended Coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate;

(5) Use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of such Improvements; or

(6) amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any first Mortgagee will be affected.

(d) First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

(e) All first Mortgagees who have registered their names with the Association shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Areas following a decision of the Owners to assume self-management of the Common Areas; and (ii) immediate notice following any damage to the Common Areas whenever the cost of reconstruction exceeds Ten Thousand (\$10,000) Dollars, and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the

Common Areas;

(f) First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Areas facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the Articles of Incorporation and BY-Laws may be enforced as follows:

A. Breach of any of the covenants contained in the Declaration or the BY-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, the Declarant, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and non of such remedies shall be deemed exclusive.

D. The failure to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

E. A breach of the covenants, conditions and restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Condominium Unit, provided, however, that any subsequent Owner of such Condominium Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

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. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties covered thereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any Condominium Unit subject to this Declaration, their respective legal representatives, successors, heirs and

assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of a majority of the Condominium Units, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments. This Declaration may be amended only by the Association (i) by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds (66 2/3%) percent of the voting power of the Class A Membership and the affirmative vote of the Class B Member (so long as the Class B Membership exists) or (ii) by the affirmative vote of the Class B Member; provided, however, that no Amendment shall be permitted which has a material adverse effect upon substantial rights of an Owner or a First Mortgagee without the prior written consent of such Owner or First Mortgagee. Nothing contained herein shall affect the right of the Declarant to make such Amendments or Supplemental Declarations as may otherwise be permitted herein. So long as Declarant is the Owner of any Unit or any Property affected by this Declaration, or Amendment hereto, no Amendment will be effective without Declarant's written joinder and consent.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any use. However, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency or authority for such purposes and subject to such conditions as may be agreed upon the Members. No such dedication or transfer shall be effective unless an instrument in writing executed by not less than Members owning two-third (2/3) of the Condominium Units subject to assessment and by the Declarant (provided that at said time the Declarant still owns any portion of the FOX CHASE WEST Project.)

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Condominium Unit or other portion of the FOX CHASE WEST Project does and shall be conclusively deemed to have consented and agreed to every limitation, restrictions, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 8. Additions to Common Areas. Until the Declarant shall have completed development, promotion and sale of all condominium units to be located at the FOX CHASE WEST Project, Declarant (or anyone claiming by, through or

under Declaration shall have the right in its sole discretion to add additional facilities or improvements to the Common Areas. Declarant shall be the sole judge as to the size, contents, designs, style, plans and specifications on all of such additional facilities or improvements and the equipment and personalty contained therein; and Declarant shall also have the right, in its sole discretion, to add additional lands and improvements and shall, upon designation by Declarant, be deemed part of the Common Areas and subject to all of the terms and provisions of this Declaration, and, except as otherwise set forth herein, the Unit Owners shall be obligated to pay their proportionate share of all taxes, assessments, insurance, utilities, maintenance, management, capital reserves and other expenses of operation of such additions as if they were a portion of the original Common Areas. In the event Declarant decides to construct such additional improvements, Declarant shall also have the right to record such instruments in the Public Records of Pinellas County, Florida, as are necessary for the construction, provided that title is delivered in accordance with the provisions of this Declaration.

Section 9. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Declarant has executed this Declaration on the date first written above.

Signed, Sealed and Delivered in the Presence of:

F & R BUILDERS, Inc., a Florida Corporation

[Handwritten signatures]

By *M. E. Saleda*
M.E. SALEDA Vice President

Attest *M. J. Watsky*
MORRIS J. WATSKY Asst. Secretary

(SEAL)

STATE OF FLORIDA :SS
COUNTY OF DADE

The foregoing Declaration of Covenants, Restrictions and Easements for Common Areas was acknowledged before me this 17 day of July, 1971, by M.E. SALEDA as Vice President and attested to by MORRIS J. WATSKY as Assistant Secretary of F & R Builders, Inc., a Florida corporation, on behalf of said corporation.

[Handwritten signature]
NOTARY PUBLIC OF THE STATE OF FLORIDA
At Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires October 3, 1972
Bonded with Republic Surety Agency

Exhibit "A" to Declaration
of Covenants, Restrictions
and EasementsDESCRIPTION:

Begin at the Northwest corner of Section 31, Township 27 South, Range 16 East (P. O. B.) and run North $0^{\circ}17'43''$ West along the West section line of Section 30, Township 27 South, Range 16 East a distance of 672.49 feet; thence run South $87^{\circ}12'00''$ East along the North line of the South $1/2$ of the Southwest $1/4$ of the Southwest $1/4$ a distance of 1304.54 feet to a point on the 40 acre line; thence run South $0^{\circ}10'32''$ East along the 40 acre line a distance of 685.70 feet to a Point on the North section line of said Section 31; thence run South $86^{\circ}37'02''$ East along said Section line a distance of 977.91 feet; thence run South $0^{\circ}49'35''$ East along the West line of the East $1/2$ of the Northeast $1/4$ of the Northeast $1/4$ of the Northwest $1/4$ a distance of 638.08 feet; thence run South $87^{\circ}18'19''$ East along the South line of the East $1/2$ of the Northeast $1/4$ of the Northeast $1/4$ of the Northwest $1/4$ a distance of 226.55 feet to a Point on the Westerly Right-of-Way line of U. S. Highway #19; thence run South $0^{\circ}54'37''$ East along said Right-of-Way line a distance of 1012.19 feet; thence run South $88^{\circ}53'12''$ West a distance of 1210.79 feet; thence run North $0^{\circ}34'0''$ West along the 40 acre line a distance of 1092.29 feet; thence run North $87^{\circ}18'36''$ West along the South line of the North $1/2$ of the Northwest $1/4$ of the Northwest $1/4$ a distance of 1306.70 feet to a Point on the West section line of said Section 31; thence run North $0^{\circ}14'23''$ West along said Section line a distance of 665.34 feet to the Point of Beginning. Containing 83.6 acres, more or less.