

DECLARATION OF COVENANTS AND RESTRICTIONS  
GULF HARBORS SEA FOREST

THIS DECLARATION is made on February 8, 1983, by  
LINDRICK CORPORATION, a Florida Corporation.

RECITALS

LINDRICK CORPORATION, is the Owner and developer of that certain real property located in Pasco County, State of Florida, shown and described on Exhibit "A" attached hereto and made a part hereof, and, known as Gulf Harbors Sea Forest (the Development).

LINDRICK CORPORATION, intends to subdivide said lands and sell and convey the Lots and Parcels situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of all of the Lots and Parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, LINDRICK CORPORATION, declares that all of the Lots and Parcels in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said Lots and Parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels; to create reciprocal rights between the respective owners of all such Lots and Parcels; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in the Development and their respective owners, present and future.

RETURN TO: LINDRICK CORPORATION, P.O. BOX 1176, NEW PORT RICHEY, FLORIDA 33552

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CLERK OF CIRCUIT COURT IN  
PASCO COUNTY, FLORIDA

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O.R. 1234 PG 00625

1. Definitions. The following terms as used in this Declaration and Supplemental Declarations are defined as follows:

- (a) "Association" means the Gulf Harbors Sea Forest Association, Inc., a Florida non-profit corporation.
- (b) "Beach Club" means Gulf Harbors Beach Club, Inc., a Florida non-profit corporation.
- (c) "Board" means the Board of Directors of the Gulf Harbors Sea Forest Association, Inc.
- (d) "By-Laws" means the By-Laws of the Association.
- (e) "Closed Side" means a side of a dwelling without windows, doors or other openings which would afford a view onto a neighboring side yard.
- (f) "Common Area" means all of the real property so designated on any recorded subdivision plat of the Development; all real property which may be later added to the Development as Common Area; and, all real property acquired by the Association, whether from the Declarant or otherwise, together in each instance with all improvements which may be at any time constructed thereon, including, but not limited to, recreational and community facilities, and designated water courses.
- (g) "Committee" means the Architectural Review Committee.
- (h) "Declarant" means LINDRICK CORPORATION, its successors and assigns.
- (i) "Declaration" means this Declaration of Covenants and Restrictions for Gulf Harbors Sea Forest, dated the 8th day of February, 19 83, as the same may be supplemented or amended from time to time.
- (j) "Development" means Gulf Harbors Sea Forest subdivisions as the same may be shown on the maps thereof recorded from time to time.
- (k) "Improvement" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, poles, antennae and any other structure of any type or kind.
- (l) "Lot" means any numbered lot designated on the plat or plats.
- (m) "Open Side" means any side of a dwelling having windows, doors or other openings affording a view onto any yard or parcel.
- (n) "Owner" means any person, including LINDRICK CORPORATION, who holds fee simple title to any lot.
- (o) "Parcel" means any named, lettered tract shown on the plat.
- (p) "Plat" means the maps or plats of Gulf Harbors Sea Forest as they are from time to time recorded.
- (q) "Reserved Area" means all of the real property designated as such on Plats of the Development. Ownership of such Reserved Areas may be retained by Declarant and shall be put to such uses as it shall deem best, including, but not restricted to, multi-family residential and commercial enterprises of every type or kind whatsoever.
- (r) "Single Family Dwelling" means a residential dwelling containing only one dwelling unit for one or more persons maintaining a common household in such dwelling.
- (s) "Useable Side Yard" means a side yard along an Open Side of a dwelling, extending in depth from the front building set back line to the rear property line.
- (t) "Supplemental Declarations", Declarations of additional Covenants and Restrictions that apply to specific lots or parcels as they are from time to time offered for sale.

O.R. 1234 PG 00626

II. Land Use. Lots and Parcels in the Development may be designated herein or on Plats of the Development or in Supplemental Declarations as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Declaration relating to such uses. Any Lot or Parcel for which a use is not designated shall be subject to the provisions of this Declaration relating to Reserved Areas. In the event a use is designated for which no provisions are contained herein (e.g. multi-family, commercial, governmental, school, etc.) the same may be set forth in a Supplemental Declaration.

A. Common Areas. All Lots or Parcels in the Development designated as Common Areas are and shall remain private property and Declarant's recordation of a Plat shall not be construed as a dedication to the public of any such Common Areas located therein.

1. Ownership. Declarant may retain the legal title to the Common Areas until such time as the initial improvements thereon have been completed and until such time as, in the judgement of Declarant, the Association is able to maintain the same. Declarant, however, will convey to the Association the Common Areas designated on the plat of each section not later than the fifth anniversary of the date said plat is recorded in the official records of Pasco County, Florida. Such conveyances shall be free and clear of all liens and encumbrances except non-delinquent taxes, covenants and restrictions of record, easements of record and conditions requiring maintenance by the Association.

2. Use. The use and enjoyment of Common Areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its Articles and By-Laws and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Association. Provided, however, Declarant reserves the right to reasonable use in connection with its sales and development programs.

3. Maintenance. Maintenance of common properties and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance to the Association; thereafter the Association shall have sole responsibility therefor.

4. Improvements. All improvements must be approved by the Committee as is hereinafter provided.

B. Reserved Areas. All Lots and Parcels in the Development designated as Reserved Areas are and shall remain private property and Declarant's recordation of a Plat shall not be construed as a dedication to the public of any such Reserved Areas referred to therein.

1. Use. The use and enjoyment of Reserved Areas, and improvements thereon, shall be subject to the rules and regulations governing the use of such property and improvements as may from time to time be adopted by Declarant.

2. Maintenance. Maintenance of Reserved Areas and repairs to improvements thereon shall be the obligation and responsibility of Declarant.

C. Residential Areas. The following shall be applicable to all Lots and Parcels within the Development designated as residential in character, and each Owner, as to his Lot or Parcel, covenants to observe and perform the same:

1. Accessory Outbuildings. Without the approval of the Committee, no accessory outbuildings shall be erected on any Lot or Parcel. In no event shall any such accessory outbuildings, partially completed or temporary structure, ever be used for human occupancy or habitation.

2. Completion of Construction. Construction of any improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner.
3. Prohibition Against Used Structures. Without the approval of the Committee, no used buildings or structures shall be placed on any Lot.
4. Maintenance of Lots. All Lots and Parcels, whether occupied, or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent them becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a part of the annual assessment to which such Lot is subject. Neither Declarant, the Association nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.
5. Disposal of Sanitary Wastes. No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets and other devices for disposal of household wastes shall be connected to a sewage disposal system approved by the Committee and appropriate governmental authorities.
6. Fences. No fences, hedges or walls shall be permitted without Committee approval.
7. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Lot. This includes repairs of and on vehicles on private driveways.
8. Signs. No person, except the Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement, banner, reflector signs or bunting unless prior approval is obtained from the Committee.
9. Animals. No animals shall be kept or maintained on any lot except the usual household pets, limited to a maximum of 4 pets per household at any one time, which shall be kept reasonably confined so as not to become a nuisance. All pets shall be on leashes when outside the premises of a lot owner.
10. Garbage and Refuse Disposal. No owner shall burn trash, garbage or other like household refuse without a permit from the Committee. nor shall any Owner accumulate on his Lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
11. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any Lot shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish, or garbage shall be installed underground or be so placed and kept as not to be visible from any road, canal or Common Area within the Development, except at the time when refuse collections are made.
12. Restrictions on Parking and Temporary Structures. No commercial vehicle, boat, boat trailer, travel trailer, tent, mobile home, recreation vehicle, or other habitable vehicle of any kind shall be kept or stored on any street or lot, except within an enclosed garage or within some other storage area approved by the Committee. No overnight camping shall be permitted on any Lot. However, nothing contained herein shall be construed so as to prevent the Developer or a building contractor from erecting and using sheds or other temporary structures during periods of construction.
13. Removal of Trees. No tree over three inches in diameter may be removed from any Lot without the prior written consent of the Committee.
14. Limited Access. There shall be no access to any Lot on the perimeter

of the Development except from designated streets or roads within the Development.

15. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required for proper drainage.
16. Resubdivision of Lots. No Lot or Parcel shall be further subdivided or its boundary lines changed except with the written approval of the Committee. However, Declarant hereby expressly reserves unto itself, its successors or assigns the right to combine, through replatting or otherwise, any two or more lots shown on the Plat in order to create therefrom a single building lot; and to take such steps as are reasonably necessary to make such enlarged lot suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways and right-of-way to conform to the new boundaries.
17. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor may any private well be drilled or maintained on any Lot.
18. Antennae. No radio towers or antennae of any type or kind shall be erected, placed or established on any Lot in the Development without the prior written approval of the Committee.
19. Lawns and Parking. No Rock, Asphalt or Concrete Lawns shall be permitted. Use of impervious surfaces which would create excess runoff shall be minimized in all yard areas. All lawns shall be natural grass. Parking areas will be permitted in front yard areas only with prior written approval of the Committee.
20. Hunting. No hunting of any type will be permitted in the Development nor will the discharge of firearms of any type or kind be permitted.
21. Carports and Garages. No carports shall be permitted and all garages shall be constructed as specified in the Supplemental Declaration of Covenants and Restrictions.
22. Clothes Lines. Except within fully enclosed areas, permanent outdoor clothes lines or similar facilities will not be permitted. The location and design of such facilities shall be subject to the approval of the Committee.
23. Docks. No docks shall be permitted without prior written approval of the Committee and in no event will covered docks or earth embankment docks be permitted.
24. Swimming Pools. With the prior written approval of the Committee, swimming pools, the tops of which are level with the ground or are graded to ground level, shall be permitted. Any other type or kind of swimming pool shall be prohibited.

### III. The Architectural Review Committee. (The Committee)

- A. General Powers. All improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.
- B. Committee Membership. The Committee shall be composed of three (3) members, to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's

failure to do so within two months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when 90% of all lots in the Development have been sold by Declarant.

C. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Declaration.
2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a lot, finished ground elevation, architecture, shape, height, style or color of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
3. If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other lots.

D. Rules and Regulations. The Committee shall from time to time adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications, required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

E. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship or if the granting thereof will not be materially detrimental or injurious to owners of other lots.

F. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, and that it has been constructed in accordance with the approved plans.

G. Administrative Fees. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth (1/4) of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for resubmissions.

H. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

I. Appeals. Any applicant shall have the right to appeal to the Board from any decision of the Committee within thirty (30) days after entry of such decision.

J. Restriction on Construction of Model Homes. Model or exhibit homes shall be built only with the prior written permission of the Committee.

IV. The Gulf Harbors Sea Forest Association, Inc. (The Association)

A. General. The Association is a Florida non-profit corporation organized to further and promote the common interests of property owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Membership.

1. Classes of Members. There shall be members and associate members.
2. Members. Each Owner shall, by reason of ownership, become a Member of the Association.
3. Associate Members. If not otherwise a Member, each of the following shall be Associate Members of the Association:

- (a) The spouse and children of a Member who have the same principal residence as the Member.
- (b) Persons who by virtue of contractual agreements with the Developer are entitled to membership in the Association.

C. Rights, Privileges and Obligations. The rights, duties, privileges and obligations of membership in the Association are as set forth in its Articles and By-Laws.

V. Gulf Harbors Beach Club, Inc. (The Beach Club)

- A. General. The Beach Club is a Florida nonprofit corporation organized to further and promote the common interests of property owners in, and residents of the Gulf Harbors and Flor-A-Mar subdivisions in Pasco County, Florida.
- B. Membership. Each member of the Association shall, by virtue of such membership, also be a member of the Beach Club. Other persons, including property owners in Flor-A-Mar subdivisions, shall be eligible for membership as provided in the By-Laws of the Beach Club.
- C. Rights, Privileges and Obligations. The rights, duties, privileges and obligations of membership in the Beach Club are as set forth in its Articles and By-Laws.

VI. Assessments.

- A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual assessments against all Lots in the Development. Provided, however, no assessment shall be levied against Lots owned by Declarant.
- B. Collection and Lien. The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the Lot so assessed when the Board causes to be recorded in the office of the Clerk of the Circuit Court for Pasco County a notice of assessment which shall state the amount of such assessment and such other charges and a description of the Lot which has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.
- C. Priority of Lien. Conveyance of any Lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.
- D. Enforcement. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.
- E. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- F. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

VII. Easements.

- A. Reservations. Except as may be otherwise shown on the Plats or as set

forth in a Supplemental Declaration of Covenants and Restrictions the following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licensees.

- B. Drainage and Utilities. A 3 foot wide strip running along the inside of the side lot lines, on lot lines coincident with street right-of-way lines, such strip shall be 15 feet wide, and a 15 foot wide strip running along the inside of the rear lot lines, for drainage purposes and the installation, maintenance and operation of utilities, including radio and TV transmission cables, and the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees and plantings wherever necessary upon such easements in connection with such installation, maintenance and operation.
- C. Use of and Maintenance by Owners. The areas of any lots affected by the easements reserved herein and Supplemental Declaration of Covenants and Restrictions and Plats shall be maintained continuously by the Owner of such lot, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.
- D. Liability for Use of Easements. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or nonexercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

#### VIII. Expansion of Development.

- A. Property to be Added. Declarant may, from time to time and in its sole discretion, add to the Development any other real property owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of the Development.
- B. Manner of Expansion. Declarant shall effect such expansion by recording a Plat of the real property to be added and by recording a Supplemental Declaration of Covenants and Restrictions which shall:
  - 1. Describe the real property being added and designate the permissible uses thereof;
  - 2. Set forth any new or modified restrictions or covenants which may be applicable to such added property, including limited or restrictive uses of Common Areas; and,
  - 3. Declare that such added property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; upon the recording of such Plat and Supplemental Declaration of Covenants and Restrictions, the additional area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration.

- IX. Revision of Plats. Notwithstanding the provisions and conditions herein contained, Declarant intends to prepare and record subdivision plats and does hereby reserve unto itself, its successors and assigns, the right to relocate, open, or close streets or roads shown on said plats, and to revise, resubdivide and change the size, shape, dimensions and locations of lots in said subdivision; and upon such relocation, opening or closing of streets or revision, resubdivision or changing of size, shape, dimensions and locations of lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting lots in lieu of the lots as originally shown on said plat prior to such revision, relocation or change, provided, however, that no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds or access to such lot from the streets or roads in the Development.

#### X. Remedies.

- A. Enforcement. Declarant and each person to whose benefit this Declaration



injures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

- B. Suspension of Privileges. The Board may suspend all voting rights, if any, and all rights to use the Association's Common Areas of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.
- C. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity or otherwise provided for in this Declaration.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of the Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

- XI. Grantee's Acceptance. Each grantee or purchaser of any Lot or Parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.
- XII. Suspension of Restrictions. The provisions on improvements, use and occupancy set forth herein shall be suspended as to any Lot, Parcel or other area while and so long as the same is owned by or leased to the State of Florida or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such Lot, Parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such Owner shall have no rights as a member of the Association, nor shall it be liable for any Association assessments.
- XIII. Severability. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
- XIV. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.
- XV. Term and Amendment. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2003 after which time the same shall be automatically extended for successive periods of ten years each, unless amended by the affirmative vote of a majority of the Owners of all Lots in the Development entitled to vote and recording an amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment; or (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such Amendment, certified by the Secretary of the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 8th day  
of February, 1983.

LINDRICK CORPORATION

BY [Signature]  
As Its President

ATTEST: [Signature]  
Assistant Secretary



STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of  
February, 1983, Cecil R. Delcher, as its President and Margaret E.  
Mountain, as Assistant Secretary of Lindrick Corporation, a Florida Corporation,  
on behalf of the Corporation.

[Signature]  
NOTARY PUBLIC



My Commission Expires:

11/3/86

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV 3 1986  
LETTER THIS COMMISSION INSURANCE UND.

11-3-86

## EXHIBIT "A"

## To Declaration of Covenants and Restrictions

## GULF HARBORS SEA FOREST

## LEGAL DESCRIPTION

## GULF HARBORS SECTION 40 UNIT 1

A PARCEL OF LAND LYING IN SECTIONS 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6 AND RUN N 89°37'05"W 1759.87 FEET  
 ALONG THE SOUTH BOUNDARY LINE OF SECTION 6 TO THE POINT OF BEGINNING (P.O.B.);  
 THENCE CONTINUE N 89°37'05"W, 13.27 FEET; THENCE BY A NON-TANGENT CURVE TO THE  
 LEFT HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 41°45'48", A CHORD BEARING  
 S 31°11'36"E, 456.24 FEET; AN ARC DISTANCE OF 466.50 FEET; THENCE S 37°55'30"W,  
 70.00 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 710.00  
 FEET, A CENTRAL ANGLE OF 52°13'01", A CHORD BEARING N 25°58'00"W, 624.90 FEET,  
 AN ARC DISTANCE OF 647.06 FEET; THENCE N 00°08'31"E, 120.00 FEET; THENCE BY A  
 CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 29°51'29",  
 A CHORD BEARING N 15°54'16"E, 275.66 FEET, AN ARC DISTANCE OF 278.80 FEET; THENCE  
 N 30°00'00"E, 263.56 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 610.00  
 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING DUE NORTH, 610.00 FEET, AN  
 ARC DISTANCE OF 638.79 FEET; THENCE N 30°00'00"W, 104.21 FEET; THENCE BY A CURVE  
 TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 22°50'00", 106.89  
 FEET, AN ARC DISTANCE OF 107.60 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS  
 OF 270.00 FEET, A CENTRAL ANGLE OF 39°50'00", A CHORD BEARING N 27°05'00"W, 183.95  
 FEET, AN ARC DISTANCE OF 187.71 FEET; THENCE N 47°00'00"W, 57.23 FEET; THENCE BY  
 A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 26°08'50",  
 A CHORD BEARING N 33°55'35"W, 126.67 FEET, AN ARC DISTANCE OF 127.78 FEET; THENCE  
 BY A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°00'19",  
 A CHORD BEARING N 55°21'19"W, 28.32 FEET, AN ARC DISTANCE OF 30.11 FEET; THENCE  
 N 89°51'29"W, 21.93 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 25.00  
 FEET, A CENTRAL ANGLE OF 139°08'30", A CHORD BEARING S 20°34'15"W, 46.86 FEET, AN  
 ARC DISTANCE OF 60.71 FEET; THENCE S 41°00'00"W, 50.00 FEET; THENCE N 49°00'00"W,  
 21.29 FEET; THENCE S 41°00'00"W, 165.00 FEET; THENCE N 49°00'00"W, 19.82 FEET;  
 THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF  
 67°07'35", A CHORD BEARING N 82°33'48"W, 66.34 FEET, AN ARC DISTANCE OF 70.30 FEET;  
 THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF  
 22°52'25", A CHORD BEARING S 52°26'11"W, 132.85 FEET, AN ARC DISTANCE OF 133.74  
 FEET; THENCE S 41°00'00"W, 93.08 FEET; THENCE BY A CURVE TO THE LEFT HAVING A  
 RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 40°25'00", A CHORD BEARING S 20°47'30"W,  
 38.00 FEET; AN ARC DISTANCE OF 38.80 FEET; THENCE S 00°35'00"W, 318.48 FEET; THENCE  
 BY A CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 12°00'00",  
 A CHORD BEARING S 21°35'00"W, 326.12 FEET, AN ARC DISTANCE OF 333.53 FEET; THENCE  
 BY A CURVE TO THE LEFT HAVING A RADIUS OF 1318.39 FEET, A CENTRAL ANGLE OF 12°11'23",  
 A CHORD BEARING S 36°29'19"W, 279.96 FEET, AN ARC DISTANCE OF 280.49 FEET; THENCE  
 N 42°46'44"W, 220.15 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 755.00  
 FEET, A CENTRAL ANGLE OF 39°13'16", A CHORD BEARING N 62°23'22"W, 506.79 FEET, AN  
 ARC DISTANCE OF 516.83 FEET; THENCE N 82°00'00"W, 523.92 FEET; THENCE BY A NON-  
 TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 677.68 FEET, A CENTRAL ANGLE OF  
 73°56'50", A CHORD BEARING N 32°34'33"E, 815.18 FEET, AN ARC DISTANCE OF 874.63

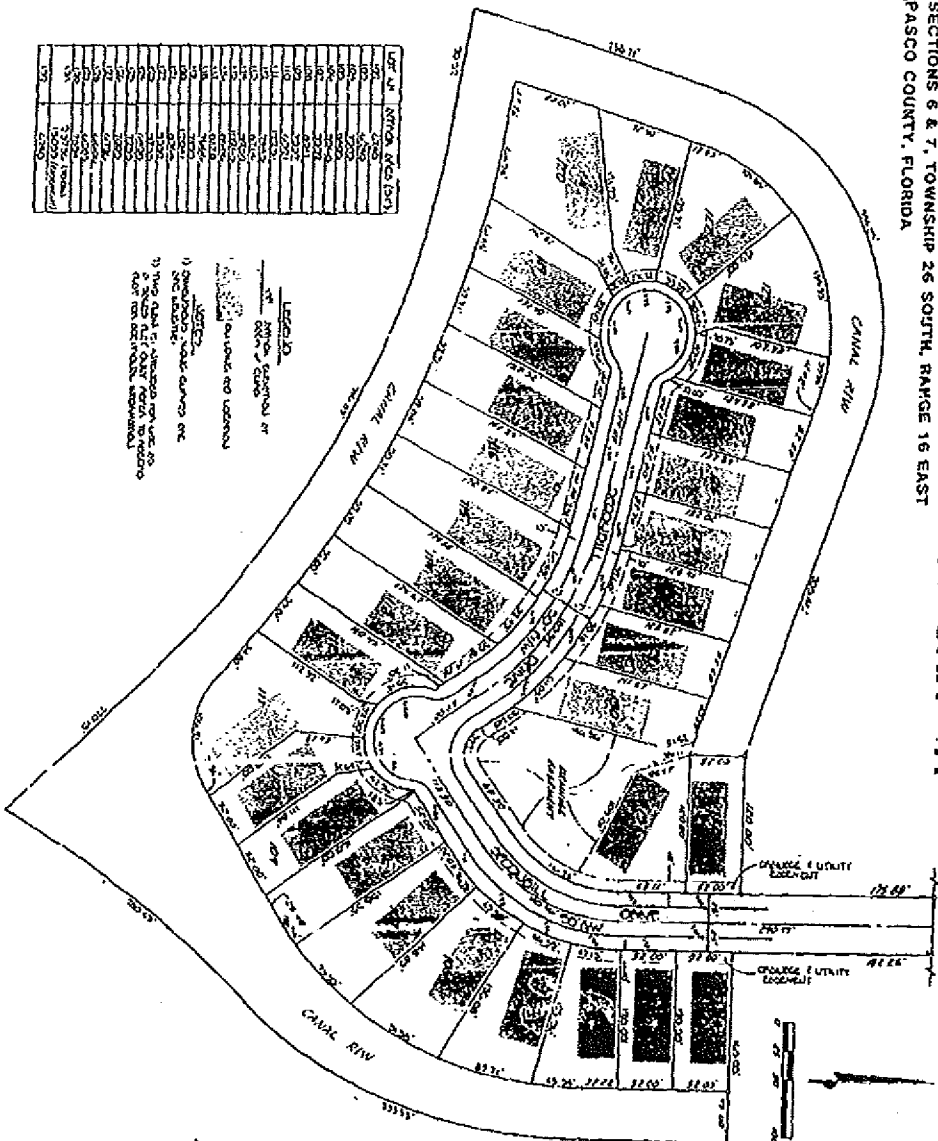
O.R. 1234 Pg 00635

FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 123.37 FEET, A CENTRAL ANGLE OF 93°00'00", A CHORD BEARING N 23°02'58"E, 178.93 FEET, AN ARC DISTANCE OF 200.25 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 546.31 FEET, A CENTRAL ANGLE OF 33°04'38", A CHORD BEARING N 39°59'21"W, 311.03 FEET, AN ARC DISTANCE OF 315.39 FEET; THENCE N 88°00'00"E, 594.68 FEET; THENCE N 59°08'00"E, 245.30 FEET; THENCE S 38°44'46"E, 385.67 FEET; THENCE S 49°54'06"E, 247.17 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 14°39'59". A CHORD BEARING N 82°48'31"E, 70.20 FEET, AN ARC DISTANCE OF 70.39 FEET; THENCE S 89°51'29"E, 229.18 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°44'34", A CHORD BEARING N 44°16'14"E, 35.89 FEET, AN ARC DISTANCE OF 40.03 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 91°44'34", A CHORD BEARING N 00°43'46"W, 8.52 FEET, AN ARC DISTANCE OF 8.52 FEET; THENCE S 89°51'29"E, 70.00 FEET; THENCE BY A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 47°08'31", A CHORD BEARING S 23°25'44"E, 167.95 FEET, AN ARC DISTANCE OF 172.78 FEET; THENCE S 47°00'00"E, 57.23 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 39°50'00", A CHORD BEARING S 27°05'00"E, 231.64 FEET, AN ARC DISTANCE OF 236.38 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 22°50'00", A CHORD BEARING S 18°35'00"E, 79.18 FEET, AN ARC DISTANCE OF 79.70 FEET; THENCE S 30°00'00"E, 104.21 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING S 00°00'00"E, 680.00 FEET, AN ARC DISTANCE OF 712.09 FEET; THENCE S 30°00'00"W, 263.56 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 12°37'08", A CHORD BEARING S 23°41'26"W, 102.21 FEET, AN ARC DISTANCE OF 102.41 FEET; THENCE S 00°08'31"W, 373.97 FEET TO THE P.O.B. CONTAINING 42.21 ACRES, MORE OR LESS.

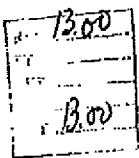
# GULF HARBORS SEA FOREST UNIT - A SECTIONS 6 & 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST PASCO COUNTY, FLORIDA

LOT #	AREA (AC)	AREA (SQ FT)
1	0.25	17,424
2	0.25	17,424
3	0.25	17,424
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LEGEND:  
 ST. RIGHT OF WAY  
 DRAINAGE & UTILITY Easements  
 1) SHOWN ON LOT SURVEY ONE  
 2) SHOWN ON LOT SURVEY TWO  
 3) SHOWN ON LOT SURVEY THREE  
 4) SHOWN ON LOT SURVEY FOUR  
 5) SHOWN ON LOT SURVEY FIVE  
 6) SHOWN ON LOT SURVEY SIX  
 7) SHOWN ON LOT SURVEY SEVEN  
 8) SHOWN ON LOT SURVEY EIGHT  
 9) SHOWN ON LOT SURVEY NINE  
 10) SHOWN ON LOT SURVEY TEN  
 11) SHOWN ON LOT SURVEY ELEVEN  
 12) SHOWN ON LOT SURVEY TWELVE  
 13) SHOWN ON LOT SURVEY THIRTEEN  
 14) SHOWN ON LOT SURVEY FOURTEEN  
 15) SHOWN ON LOT SURVEY FIFTEEN  
 16) SHOWN ON LOT SURVEY SIXTEEN  
 17) SHOWN ON LOT SURVEY SEVENTEEN  
 18) SHOWN ON LOT SURVEY EIGHTEEN  
 19) SHOWN ON LOT SURVEY NINETEEN  
 20) SHOWN ON LOT SURVEY TWENTY  
 21) SHOWN ON LOT SURVEY TWENTY-ONE  
 22) SHOWN ON LOT SURVEY TWENTY-TWO  
 23) SHOWN ON LOT SURVEY TWENTY-THREE  
 24) SHOWN ON LOT SURVEY TWENTY-FOUR  
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 53) SHOWN ON LOT SURVEY FIFTY-THREE  
 54) SHOWN ON LOT SURVEY FIFTY-FOUR  
 55) SHOWN ON LOT SURVEY FIFTY-FIVE  
 56) SHOWN ON LOT SURVEY FIFTY-SIX  
 57) SHOWN ON LOT SURVEY FIFTY-SEVEN  
 58) SHOWN ON LOT SURVEY FIFTY-EIGHT  
 59) SHOWN ON LOT SURVEY FIFTY-NINE  
 60) SHOWN ON LOT SURVEY SIXTY  
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 64) SHOWN ON LOT SURVEY SIXTY-FOUR  
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 88) SHOWN ON LOT SURVEY EIGHTY-EIGHT  
 89) SHOWN ON LOT SURVEY EIGHTY-NINE  
 90) SHOWN ON LOT SURVEY NINETY  
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 92) SHOWN ON LOT SURVEY NINETY-TWO  
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 97) SHOWN ON LOT SURVEY NINETY-SEVEN  
 98) SHOWN ON LOT SURVEY NINETY-EIGHT  
 99) SHOWN ON LOT SURVEY NINETY-NINE  
 100) SHOWN ON LOT SURVEY HUNDRED



SINC ENGINEERING ASSOCIATES, INC.  
 10000 S. 10th Avenue, Suite 100, Tampa, FL 33629  
 (813) 881-1111  
 FAX (813) 881-1112  
 WWW.SINC-ENGINEERING.COM



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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
GULF HARBORS, SEA FOREST, UNIT 1A

This declaration (Supplemental Declaration) is made this 8th day of February, 1983 by Lindrick Corporation, (Declarant).

Declarant has recorded on the 8th day of February, in the Office of the Clerk of the Circuit Court for Pasco County, Florida, in Book 1234 at Page 625, as Instrument No. 958351, a certain Declaration of Covenants and Restrictions for Gulf Harbors, Sea Forest (The Development). Said Declaration of Covenants and Restrictions subjects Gulf Harbors Sea Forest to the provisions thereof pursuant to an incremental plan of development and improvement.

NOW THEREFORE, Declarant declares that:

1. The Development includes all of the real property set forth and described in the Plat of GULF HARBORS SEA FOREST, UNIT 1A recorded on the 25th day of January, 1983, in the Office of the Clerk of the Circuit Court for Pasco County, Florida in Book 21 at Pages 86-89.
2. All of the real property described in the Plats is made subject to the provisions of the Declaration of Covenants and Restrictions the provisions of which are incorporated herein by reference.
3. Pursuant to the provisions of the Declaration of Covenants and Restrictions, lots numbered 102 through 132, shown on the Plat of Unit 1A, as aforesaid, are designated Single Family Residential as to permitted use.
4. Plans and Specifications for all improvements must be submitted in accordance with the Rules and Regulations of the Architectural Review Committee (the Committee).
5. The type, size, grade, composition, finish and color of all materials to be placed on the exterior of any building shall first have the written approval of the Committee. No unfinished concrete block shall be allowed. Only premium grade roofing materials such as cement tile, clay tile, cedar shakes or asphalt shingles having a minimum weight of 340 lbs. per square shall be allowed.
6. The minimum living area (fully enclosed floor areas above the elevation of the finished grade of the lot, exclusive of roofed or unroofed porches, terraces, garages, or outbuildings) shall be 1200 square feet in a 2 bedroom dwelling and 1400 square feet in a 3 bedroom dwelling. In a multi-story dwelling the minimum square footage on the first floor of living area shall be 800 square feet in a 2 bedroom dwelling and 1000 square feet in a 3 bedroom dwelling. No dwelling in this unit shall be more than 36 feet at its widest point on the lot.
7. Each of said lots shall carry with it as an appurtenancy a membership in the Gulf Harbors Sea Forest Association, Inc. and the Gulf Harbors Beach Club, Inc., subjecting said lot and the Owner thereof to the privileges and obligations pertaining to such memberships as set forth in the Articles and By-Laws of the Sea Forest Association and Beach Club.
8. All residences shall have a two car garage, fully enclosed, and constructed of materials similar to the main house.
9. The provisions of this paragraph are intended to be in furtherance of a general plan and to provide that the design, location and construction of all dwellings and improvements shall be pursuant to such a plan. The plan is similar to the concept commonly referred to as "zero lot line" in that dwellings will be located towards one side of a lot, along a specified side set back line, so that an owners useable side yard will be entirely on one side of his dwelling. The side of a dwelling which faces its own useable side yard is referred to as the "open side". The other side--the side which faces the neighboring useable side yard--is referred to as the "closed side". In order to provide a degree of privacy, windows, doors and other openings which would afford access or a view into a neighbors useable side yard are prohibited on the closed side of all dwellings.

Each owner, except for the owner of lot 131 will have an easement, as hereinafter set forth, to use and enjoy a parcel of the lot adjoining his useable side yard, which parcel shall extend a distance of 3 feet from the common lot line into the adjoining lot, along the entire length of the common lot line.

(a) Building Set Backs for lots 102 through 132:

- (1) Front: Buildings on each lot shall be at least 15 feet from the front lot line.
- (2) Rear: Buildings on each lot shall be at least 15 feet from the seaward edge of the retaining wall.
- (3) Side: No buildings shall be closer than 15 feet from any building on an adjoining lot.

The closed side of each dwelling on lot 102 through 119 and lot 132 shall be constructed along a set back line which shall be 3' from the left side lot line.\* The closed side of each dwelling on lots 121 through 130 shall be constructed along a set back line which shall be 3' from the right side lot line.\*

On lot 131 the dwelling may have an "open side" on either or both sides of the dwelling, with its right side set back at least 12 feet from the right side lot line.

Lot 120 is a transitional lot, sometimes referred to as a turn lot, and the useable side yards of the dwellings on both sides of lot 120 will face lot 120. Therefore, windows, doors and other openings which would afford access or a view into the useable side yard of lots 119 or 121 will be prohibited in the dwelling on lot 120. This prohibition shall not apply to emergency exits or an overhead garage door. The dwelling on lot 120 may be located towards either side of the lot but in no event shall any part be closer than 3 feet from either side lot line.

\*A right or left side lot line shall mean the side lot line which is to the right or left as viewed from the street on which the lot fronts.

(b) Except for the owner of lot 120 each lot owner shall have an easement over and across that parcel of the side yard adjacent to the open side of his dwelling, which parcel is situated on the adjoining lot and is bounded by the common side lot line, the front and rear lot lines of the adjoining lot and a line parallel to and 3 feet distant from the common side lot line. (See example shown in drawing attached hereto as Exhibit "A"). This easement shall be for the purposes of the exclusive right to use and enjoy said parcel and the right to abut a fence or wall to the closed side of the adjoining dwelling; assuming, however, the obligation of maintaining said parcel and fence or wall and the obligation of providing and maintaining drainage between the adjoining lots. The owner of the lot on which said parcel is situated shall have the right of ingress and egress during normal working hours for the purpose of maintenance and or repairs of walls and roofs of his dwelling which are along said parcel. Such maintenance and repair shall be done in a manner as not to interfere with the adjoining lot owners use of the parcel and in a manner as not to cause damage to shrubbery, lawns, fences and the like. Lot 120 shall be subject to the above described 3' easement on both the left and right side lot line.

10. The Declarant shall not be responsible in any way whatsoever for any defects in, failure of, damage to or maintenance of any seawall or retaining wall. Each owner shall be responsible for all repairs to and maintenance of any such walls on or adjacent to his property.

11. Pursuant to the provisions of the Declaration of Covenants and Restrictions, the provisions of this Supplemental Declaration shall affect and run with the land and

shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2003, after which time the same shall be automatically extended for successive periods of ten years each, unless amended by the affirmative vote of a majority of the Owners of all Lots in the Development entitled to vote and recording an amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment; or, (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such Amendment, certified by the Secretary of the Association.

IN WITNESS WHEREOF, Lindrick Corporation has executed this Supplemental Declaration this 8th day of February, 1983.

LINDRICK CORPORATION

By: [Signature]  
As Its President

ATTEST: [Signature]  
As Assistant Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of February, 1983, Cecil R. Delcher, as its President and Margaret E. Mountain, as Assistant Secretary of Lindrick Corporation, a Florida corporation, on behalf of the Corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11/3/86

NOTARY PUBLIC STATE OF FLORIDA  
My Commission Expires: 11/3/86

FILED IN RECORD  
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O. R. 1234 PG 00640



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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
GULF HARBORS, SEA FOREST, UNIT 1A

This declaration (Supplemental Declaration) is made this 8th day of February, 1983 by Lindrick Corporation, (Declarant).

Declarant has recorded on the 8th day of February, in the Office of the Clerk of the Circuit Court for Pasco County, Florida, in Book 1234 at Page 625, as Instrument No. 958351, a certain Declaration of Covenants and Restrictions for Gulf Harbors, Sea Forest (The Development). Said Declaration of Covenants and Restrictions subjects Gulf Harbors Sea Forest to the provisions thereof pursuant to an incremental plan of development and improvement.

NOW THEREFORE, Declarant declares that:

1. The Development includes all of the real property set forth and described in the Plat of GULF HARBORS SEA FOREST, UNIT 1A recorded on the 25th day of January, 1983, in the Office of the Clerk of the Circuit Court for Pasco County, Florida in Book 21 at Pages 86-89.
2. All of the real property described in the Plats is made subject to the provisions of the Declaration of Covenants and Restrictions the provisions of which are incorporated herein by reference.
3. Pursuant to the provisions of the Declaration of Covenants and Restrictions, lots numbered 102 through 132, shown on the Plat of Unit 1A, as aforesaid, are designated Single Family Residential as to permitted use.
4. Plans and Specifications for all improvements must be submitted in accordance with the Rules and Regulations of the Architectural Review Committee (the Committee).
5. The type, size, grade, composition, finish and color of all materials to be placed on the exterior of any building shall first have the written approval of the Committee. No unfinished concrete block shall be allowed. Only premium grade roofing materials such as cement tile, clay tile, cedar shakes or asphalt shingles having a minimum weight of 340 lbs. per square shall be allowed.
6. The minimum living area (fully enclosed floor areas above the elevation of the finished grade of the lot, exclusive of roofed or unroofed porches, terraces, garages, or outbuildings) shall be 1200 square feet in a 2 bedroom dwelling and 1400 square feet in a 3 bedroom dwelling. In a multi-story dwelling the minimum square footage on the first floor of living area shall be 800 square feet in a 2 bedroom dwelling and 1000 square feet in a 3 bedroom dwelling. No dwelling in this unit shall be more than 36 feet at its widest point on the lot.
7. Each of said lots shall carry with it as an appurtenancy a membership in the Gulf Harbors Sea Forest Association, Inc. and the Gulf Harbors Beach Club, Inc., subjecting said lot and the Owner thereof to the privileges and obligations pertaining to such memberships as set forth in the Articles and By-Laws of the Sea Forest Association and Beach Club.
8. All residences shall have a two car garage, fully enclosed, and constructed of materials similar to the main house.
9. The provisions of this paragraph are intended to be in furtherance of a general plan and to provide that the design, location and construction of all dwellings and improvements shall be pursuant to such a plan. The plan is similar to the concept commonly referred to as "zero lot line" in that dwellings will be located towards one side of a lot, along a specified side set back line, so that an owners useable side yard will be entirely on one side of his dwelling. The side of a dwelling which faces its own useable side yard is referred to as the "open side". The other side--the side which faces the neighboring useable side yard--is referred to as the "closed side". In order to provide a degree of privacy, windows, doors and other openings which would afford access or a view into a neighbors useable side yard are prohibited on the closed side of all dwellings.

This document is being re-recorded to show Schedule A that was not attached at the time of original recording.

O.R. 1255 PG 1868

O.R. 1224 PG 00858

Each owner, except for the owner of lot 131 will have an easement, as hereinafter set forth, to use and enjoy a parcel of the lot adjoining his useable side yard, which parcel shall extend a distance of 3 feet from the common lot line into the adjoining lot, along the entire length of the common lot line.

(a) Building Set Backs for lots 102 through 132:

(1) Front: Buildings on each lot shall be at least 15 feet from the front lot line.

(2) Rear: Buildings on each lot shall be at least 15 feet from the seaward edge of the retaining wall.

(3) Side: No buildings shall be closer than 15 feet from any building on an adjoining lot.

The closed side of each dwelling on lot 102 through 119 and lot 132 shall be constructed along a set back line which shall be 3' from the left side lot line.\* The closed side of each dwelling on lots 121 through 130 shall be constructed along a set back line which shall be 3' from the right side lot line.\*

On lot 131 the dwelling may have an "open side" on either or both sides of the dwelling, with its right side set back at least 12 feet from the right side lot line.

Lot 120 is a transitional lot, sometimes referred to as a turn lot, and the useable side yards of the dwellings on both sides of lot 120 will face lot 120. Therefore, windows, doors and other openings which would afford access or a view into the useable side yard of lots 119 or 121 will be prohibited in the dwelling on lot 120. This prohibition shall not apply to emergency exits or an overhead garage door. The dwelling on lot 120 may be located towards either side of the lot but in no event shall any part be closer than 3 feet from either side lot line.

\*A right or left side lot line shall mean the side lot line which is to the right or left as viewed from the street on which the lot fronts.

(b) Except for the owner of lot 120 each lot owner shall have an easement over and across that parcel of the side yard adjacent to the open side of his dwelling, which parcel is situated on the adjoining lot and is bounded by the common side lot line, the front and rear lot lines of the adjoining lot and a line parallel to and 3 feet distant from the common side lot line. (See example shown in drawing attached hereto as Exhibit "A"). This easement shall be for the purposes of the exclusive right to use and enjoy said parcel and the right to abut a fence or wall to the closed side of the adjoining dwelling; assuming, however, the obligation of maintaining said parcel and fence or wall and the obligation of providing and maintaining drainage between the adjoining lots. The owner of the lot on which said parcel is situated shall have the right of ingress and egress during normal working hours for the purpose of maintenance and or repairs of walls and roofs of his dwelling which are along said parcel. Such maintenance and repair shall be done in a manner as not to interfere with the adjoining lot owners use of the parcel and in a manner as not to cause damage to shrubbery, lawns, fences and the like. Lot 120 shall be subject to the above described 3' easement on both the left and right side lot line.

10. The Declarant shall not be responsible in any way whatsoever for any defects in, failure of, damage to or maintenance of any seawall or retaining wall. Each owner shall be responsible for all repairs to and maintenance of any such walls on or adjacent to his property.

11. Pursuant to the provisions of the Declaration of Covenants and Restrictions, the provisions of this Supplemental Declaration shall affect and run with the land and

O.R. 1255 PG 1970

O.R. 1254 PG 66639

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shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2003, after which time the same shall be automatically extended for successive periods of ten years each, unless amended by the affirmative vote of a majority of the Owners of all Lots in the Development entitled to vote and recording an amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment; or, (b) by the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such Owners to effect such Amendment, certified by the Secretary of the Association.

IN WITNESS WHEREOF, Lindrick Corporation has executed this Supplemental Declaration this 8th day of February, 1983.

LINDRICK CORPORATION

By: [Signature]  
As Its President

ATTEST: [Signature]  
As Assistant Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of February, 1983, Cecil R. Delcher, as its President and Margaret E. Mountain, as Assistant Secretary of Lindrick Corporation, a Florida Corporation, on behalf of the Corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11/3/86

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 11/3/86

RECORDED  
11 FEB 1983  
CLERK OF COURT, PASCO COUNTY  
BY: [Signature]

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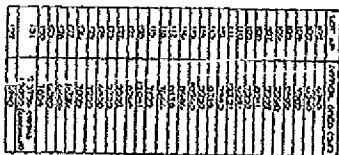
FILED  
11 FEB 1983  
CLERK OF COURT, PASCO COUNTY  
BY: [Signature]

O.R. 1255 PA 1971

O.R. 1234 PA 00840

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RECORDED  
VERIFIED  
11 FEB 1983  
CLERK OF COURT, PASCO COUNTY  
BY: [Signature]

SECTIONS 6 & 7, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA



**O.R. 1255 PG 1972**

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FILED FOR RECORD  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
SEA COLONY  
DADE COUNTY, FL.

This Declaration (Supplemental Declaration) is made this 24th day of November 1994, by Gulf Landings Development Corporation, (Declarant).

Declarant has recorded on the 8th day of February, 1983, in the offices of the Clerk of the Circuit Court for Pasco County, Florida, in Book 1274 at Pages 625-637, an Instrument No. 958351, a certain Declaration of Covenants and Restrictions for Gulf Harbors Sea Forest (the Development). Said Covenants and Restrictions subject Gulf Harbors Sea Forest to the provisions thereof pursuant to an incremental plan of development and improvements.

NOW, THEREFORE, Declarant declares that:

1. The Development includes all the real property set forth and described in the Plat of SEA COLONY, recorded on the 24th day of October, 1994, in the offices of the Clerk of the Circuit Court for Pasco County, Florida, in Plat Book 32 at Pages 25, 26 & 27.
2. All of the real property described in the plat is made subject to the provisions of the Declaration of Covenants and Restrictions, the provisions of which are incorporated herein by reference.
3. Pursuant to the provisions of the Declaration of Covenants and Restrictions, lot numbers 1 through 76, shown on the plat of Sea Colony, as aforesaid, are designated Single Family Residential as to permitted use.
4. Plans and Specifications as required for permits including, but not limited to: site plan; floor plans; elevations; details; landscape and grading; proof of Builder's Risk Insurance; and professional engineer, sealed foundation plan, for all improvements must be submitted in accordance with the rules and regulations to, and approved in writing by, the Architectural Review Committee (the Committee) prior to the start of construction.
5. A Prime Contractor may be employed for the construction of one specific building only if it meets the following criteria:
  - A. Must file AIA Document A305-1979 Edition.
  - B. In business (with same upper level organization) for at least five (5) years.
  - C. Successfully and satisfactorily completed at least twenty (20) similar projects within the past five (5) years, using own personnel to complete at least 20% of the work.
  - D. Financially solvent and liquid, with sufficient capital and credit to successfully and satisfactorily complete the subject work and all work presently under contract.
  - E. Satisfactorily completed (and received satisfactory review) of approved questionnaire and references confirming these prerequisites. Minimum documentation and reference requirements to include: three (3) approved customers; bank; primary lender; three (3) suppliers; three (3) subcontractors; and an Audited Financial Statement or a Financial Statement prepared on a review basis. All references to be in writing.
6. Owner may not begin construction of his/her home unless and until the criteria

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in #3 (above) are met.

7. The type, size, grade, composition, finish and color of all materials to be placed on the exterior of any building shall first have the written approval of the Architectural Review Committee. Exterior colors to conform with homes in the community. No unfinished concrete block shall be allowed. Only premium grade roofing materials such as cement tile, clay tile, cedar shakes or fiberglass dimensional shingles, similar to Timberline, shall be allowed.

8. The minimum living area (fully enclosed floor areas above the elevation of the finished grade of the lots, exclusive of roofed or unroofed porches, terraces, garages, or outbuildings) shall be 1200 square feet in a two bedroom dwelling and 1400 square feet in a three bedroom dwelling.

9. Each of said lots shall carry with it as an appurtenance a membership in the Gulf Landings Association, Inc. and the Gulf Harbors Beach Club, Inc. subjecting said lot and owner thereof to the privileges and obligations pertaining to such memberships as set forth in the Articles and By-Laws of the Gulf Landings Association and Beach Club.

10. All residences shall have an attached two car garage, fully enclosed, and constructed of material similar to the main house.

11. All residences shall have a pile or other foundation approved and sealed by a professional engineer. Soil testing is mandatory to establish design criteria for proper design, construction and installation of the foundation system by the engineer. All costs of soil testing, foundation design and monitoring shall be paid by the lot owner.

12. No house shall have a blank exterior wall of more than one story. All exterior walls over two stories shall have either windows, vertical bands, piers, or the like.

13. The provisions of this paragraph are intended to be in furtherance of a general plan and to provide that the design, location and construction of all dwellings and improvements shall be pursuant to such a plan. The plan is similar to the concept commonly referred to as "zero lot line" in that dwellings will be located toward one side of a lot, along a specified side setback line, so that an owner's usable side yard will be entirely on one side of his dwelling. The side of a dwelling which faces its own usable side yard is referred to as the "open side." The side of the dwelling which faces the neighboring usable side yard--is referred to as the "closed side." In order to provide a degree of privacy, windows, doors and other openings which would afford access or a view into a neighbor's usable side yard are prohibited on the closed side of all dwellings.

A. Each lot owner shall have an easement over and across that portion of the parcel of the side yard adjacent to the open side of his dwelling, which parcel is situated on the adjoining lot and is bounded by the common side lot line, the front and rear lot lines of the adjoining lot and lines parallel to and 3 feet distant from the common side lot line. The easement on all lots shall be for the purpose of the exclusive right to use and enjoy said parcel and the right to abut a fence (no chain link fences allowed) or wall to the closed side of the adjoining dwelling; assuming, however, the obligation to maintaining said parcel and fence or wall and obligation of providing and maintaining drainage between

the adjoining lots. In order to assist in the drainage of the closed side easement, all dwellings shall have gutters along their entire closed side with downspouts located so as to enable all runoff water from the roof to be deposited in either the front or rear yard of the dwelling. The Owner of the lot on which said parcel is situated shall have the right of ingress and egress during normal working hours (8 a.m. to 5 p.m., Monday to Saturday) for the purpose of maintenance and/or repairs of walls and roofs of his dwelling which are along said parcel. Such maintenance and repair shall be done in a manner as not to interfere with the adjoining lot owner's use of the parcel and in a manner as not to cause damage to shrubbery, lawn, fences and the like. No Owner shall place walls, fences, plants or other objects on the open side of Owner's home so close to neighbor's closed side as to cause damage to neighbor's home or inhibit access to same for purpose of maintenance.

3. Building setbacks for all 76 lots in Sea Colony.

1. Front: Buildings on each lot shall be at least 15 feet from the front line.

2. Rear: Buildings on each lot shall be at least 15 feet from the seaward edge of the retaining wall.

3. Side: No building shall be closer than 15 feet from any building on an adjoining lot (3 feet on closed side plus 12 feet on open side equals 15 feet).

a. Lots 2 through 6 and Lots 45 through 49 shall have dwellings constructed along a setback line which shall be three (3) feet from the east side (left) lot line. The east side (left) shall be the closed side of these lots.

b. Lots 8 through 32 shall have dwellings constructed along a setback line which shall be three (3) feet from the south side (left) lot line. The south side (left) shall be the closed side of these lots.

c. Lots 50 through 73 shall have dwellings constructed along a setback line which shall be three (3) feet from the south side (right) lot line. The south side (right) shall be the closed side of these lots.

d. Lots 40 through 43 and Lots 54 through 56 and Lots 75 and 76 shall have dwellings constructed along a setback line which shall be three (3) feet from the west side (left) lot line. The west side (left) shall be the closed side.

e. Lots 57 shall have dwelling constructed along a setback line which shall be three (3) feet from the west side (right) lot line. The west side (right) shall be the closed side.

2. Lots 49 through 53 shall have dwellings constructed along a setback line which shall be three (3) feet from the north side (left) lot line. The north side (left) shall be the closed side of these lots.

3. Lot 7 may have an open side on either or both sides of the dwelling with its north (right) setback a minimum of 12 feet from the north (right) side lot line. Lot 74 may have an open side on either or both sides of the dwelling with its north (left) and south (right) setbacks a minimum of 12 feet from the north and side lot lines.

4. Lots 1 and 44 may have an open side on either or both sides of the dwelling with its west (right) setback a minimum of 11 feet from the west (right) lot line.

5. Steps, stoops, entries, bay windows, etc.: All encroachments into required building setbacks shall comply with local code but shall not encroach more than 24 square feet unless previously authorized by Committee.

6. Upon submittal of plans, one home may be constructed on two or more adjoining lots with County and Committee approval. Owner would be responsible for assessments on each lot.

13. Landscape and grading plans shall be submitted and shall include trees of 10 feet or more in height as follows:

- A. 2 Live Oaks, or
- B. 2 Fable Palms, or
- C. 1 Max Myrtles tree shaped, or
- D. 2 Washington Palms.

There will be no trees or shrubs allowed over 4 feet in height within 15 feet of the rear of any lot.

14. Air conditioning compressors, pool equipment and any and all other types of equipment shall be screened from the street and shall not be permitted on the closed side of homes. Hose bixs and electric meters will not be permitted on the closed side of homes.

15. Mailboxes and posts shall be per standard approved design.

16. Retaining walls must be 22" high (4 courses high). Walls run from closed side to open side line, not lot line to lot line.

17. Dock and dock-like facilities shall be submitted and approved by the Architectural Review Committee prior to installation. Design to be per standard approved design. Approved dock plan enclosed.

18. Pedestrian Easement - each even numbered waterfront lot in Sea Colony will have a transferable pedestrian easement for use by an off-water lot to permit said lot owner to have a boat dock for water access only (not for fishing, lounging, etc). The configuration of the boat docks will be of a uniform design and size and will meet the requirements of the Association. A layout is attached hereto as Exhibit "A". Any easement in favor of the off-



water lot shall run with the off-water lot.

- a. Boat size for the pedestrian easement shall be limited to a boat length of 22' or less. Boat size for waterfront lot owner shall be limited to 15' or less.
- b. The owners of lots with pedestrian easement will be limited to a dock, dock and lift, or lift alone.
- c. The use of the easement shall extend only to the easement holder and family members residing in the household. Guests wishing to use the easement must be accompanied by the easement holder; or the easement holder must inform the lot owner that a guest will be using the easement. The use of the pedestrian easement shall be in a manner as not to cause damage to the property, including without limitation, damage to shrubbery, lawns, fences and/or otherwise disturb the lot owner.
- d. The lot owner shall be responsible for maintaining the easement. The easement holder shall be responsible for maintaining the dock.
- e. If the lot owner wishes to install a fence on his open side, the gate must be located in the 10' easement to provide access to the boat dock.
- f. No owner may convey, sell or transfer any interest in a pedestrian easement other than simultaneously with the sale or transfer of the off-water lot, without first notifying the Association in writing and seeking approval of the transaction. No pedestrian easement may be sold to anyone other than a non-waterfront fee colony owner or the owner of the lot on which the easement is located. In no event may more than one (1) off-water lot owner have an interest in any easement.
20. Two foot (2') overhangs are mandatory unless it is agreed that would negatively affect the structure's aesthetics; if so, smaller overhangs would be acceptable.
21. Signs such as, but not necessarily limited to, For Sale or For Rent shall be limited to a size no larger than 3' x 3' exclusive of the post.
22. The Declarant shall not be responsible in any way whatsoever for any defects in, failure of, damage to or maintenance of any seawall or retaining wall. Each owner shall be responsible for all repairs to and maintenance of any such walls on or adjacent to his property.
23. Pursuant to the provisions of the Declaration of Covenants and Restrictions, the provisions of this Supplemental Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2003, after which time the same shall be automatically extended for successive periods of ten years each, unless terminated by the affirmative vote of a majority of the Owners of all lots in the Development entitled to vote.

IN WITNESS WHEREOF, GULF LANDINGS DEVELOPMENT CORPORATION has executed this Supplemental Declaration this 2nd day of November, 1994.

GULF LANDINGS DEVELOPMENT CORPORATION,  
a Florida corporation

R

By: [Signature]  
As its President

ATTEST: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before us this 2nd day of November, 1994, by Joseph R. Borda, as the President, and Margaret H. Mountain, as the Secretary, of Gulf Landings Development Corporation, a Florida corporation, on behalf of the corporation. They are both personally known to us and did not take an oath.

Helen L. McNeil  
Notary Public

HELEN L. McNEIL  
Typed Name of Notary

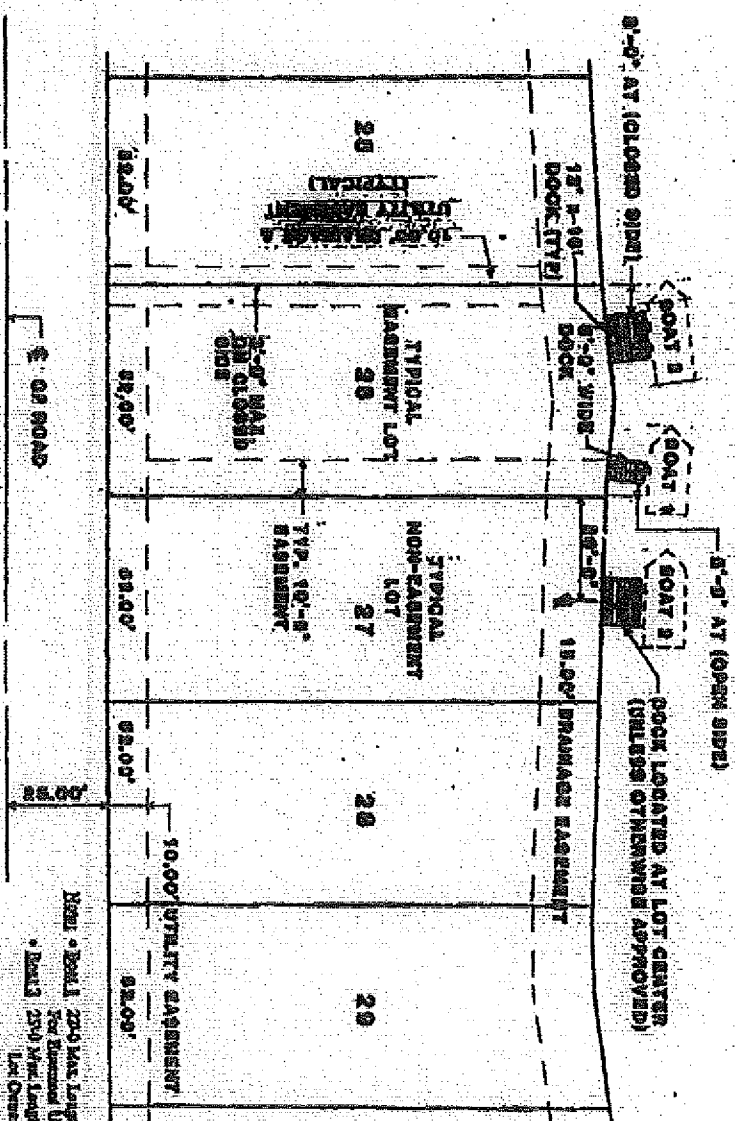
My commission expires:



2004125 15972484 11/10/94 08:39 AM  
RECORDING/INDEXING 29.00  
RECORDS REGENERATION FEE 4.00  
TOTAL: 33.00  
CHECK: 33.00  
FIND01 21-A AMT PAID: 33.00

33601960

DOOR CONSTRUCTION TO BE SET TO  
IMMEDIATE COMM. ENGAGEMENT.  
\* COULD BE 1-DOOR AND PREVENTED ONLY  
WITH INSTANTANEOUS OPERATIVE APPROVAL.

[illegible]

\* Taxes (estate, etc.) that exceed paid adjusted projected property loss a nominal amount only if necessary (17 CFR 30.102)

33601961



**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, GULF HARBORS SEA FOREST, AND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS - SEA COLONY**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, GULF HARBORS SEA FOREST, AND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, SEA COLONY (the "Amendment") is made and entered into this 25th day of September, 1996, by Gulf Landings Association, Inc., d/b/a Gulf Harbors Sea Forest Association, a Florida not-for-profit corporation (the "Association") and Gulf Landings Development Corporation, a Florida corporation ("Developer").

WITNESSETH:

Rept: 438079    Rec: 28.50  
 DS: 0.00      IT: 0.00  
 00/31/00      Dpty Clerk

WHEREAS, the Association is the homeowners association and governing body for that certain development known as "Gulf Harbors Sea Forest" located in Pasco County, Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Development"), which Development is subject to that certain Declaration of Covenants and Restrictions, Gulf Harbors Sea Forest dated February 8, 1983, made by Lindrick Corporation and recorded in the Public Records of Pasco County, Florida, at O.R. Book 1234, Page 625, et seq. as the same has been supplemented by that certain Supplemental Declaration of Covenants and Restrictions, Sea Colony, dated November 2, 1994, made by Developer and recorded in the Public Records of Pasco County, Florida at O.R. Book 3360, Page 1955, et seq. (collectively, the "Declaration"); and

WHEREAS, the Association and the Developer are each desirous of amending the Declaration as herein provided and the Association by a majority vote of the Owners of all Lots within the Development, as evidenced by a certified copy of resolutions of the Board of Directors of the Association attesting to the affirmative action of the requisite number of such owners, has approved and adopted the amendments to the Declaration contained herein.

NOW, THEREFORE, the Association and the Developer do hereby amend and modify the Declaration in accordance with the terms of this Amendment.

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.
2. **Certain Capitalized Terms.** The capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.
3. **Modification of the Term "Common Area".** Article 1, clause (f) and entitled "Common Area" is hereby modified and amended to read as follows:

"Common Area" means all of the real property so designated on any recorded subdivision plat of the Development; all real property which may be later

RECORDED  
 08/31/00 04:05pm  
 OR BK 4434 PG 487  
 PASCO COUNTY CLERK

Gulf Landings Development Corp., P. O. Box 1176, New Port Richey, FL 34656-1176

Return

added to the Development as Common Area; and all real property acquired by the Association, whether from the Declarant or otherwise, together with all improvements which may be at any time constructed thereon, including, but not limited to, recreational and community facilities, designated water courses, and surface water management systems as permitted by the Southwest Florida Water Management District (or any successor agency) including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

4. Modification of Certain Common Area Maintenance Obligations. Article II, Paragraph A, subparagraph 3 of the Declaration entitled "Maintenance" is hereby modified and amended to read as follows:

"3. Maintenance. Maintenance of the common properties, including without limitation the surface water management systems now or hereafter comprising a part of the Common Area, and repairs to any improvements thereon shall be the obligation and the responsibility of the Association."

5. Amendment to Article XV of Declaration and Paragraph 23 of Supplemental Declaration. Article XV of the Declaration and Paragraph 23 of the Supplemental Declaration are herewith deleted in their entirety and the following is substituted therefor:

Term and Amendment. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2008, after which time the same shall be automatically extended for successive periods of twenty-five (25) years each unless the same shall have been amended by the affirmative vote of a majority of the Owners of all Lots in the Development entitled to vote and recording an amendment to this Declaration duly executed by (a) the requisite number of such Owners required to effect such amendment; or (b) the Association, in which latter case, such amendment shall have attached to it a copy of the resolution of the Board of Directors attesting to the affirmative action of the requisite number of such Owners to effect such Amendment, certified by the Secretary of the Association, and which Amendment(s) will go into effect immediately upon the recording of such Amendment(s), or such later effective date as shall be provided in said Amendment(s); provided, however, that any Amendment(s) which affect or purport to affect the surface water management systems which are a part of the Common Area which must have the prior written consent of the Southwest Florida Water Management District, or its successor, which consent shall be attached to any such Amendment(s) and recorded with the same.

6. Ratification. Except as modified or amended hereby, the remaining terms and provisions of this Declaration shall remain in full force and effect and hereby ratified and affirmed for all purposes.

7. Paragraph Headings. The paragraph headings used herein are for convenience of

reference only and are not to be used in the construction or interpretation hereof.

8. Binding Effect. This Amendment shall be binding upon the Association, all Owners, the Declarant and their respective heirs, personal representatives, successors and assigns, and shall be deemed to run with the land in accordance with the terms of the Declaration.

IN WITNESS WHEREOF, the Association and the Declarant have executed and delivered this Amendment as of the day and year first written.

Helen L. McNeil  
HELEN L. MCNEIL  
(Printed Name of Witness)

Joseph A. Dennis  
Joseph A. Dennis  
(Printed Name of Witness)

GULF LANDINGS ASSOCIATION, INC.  
A Florida not-for-profit corporation

By: [Signature]  
Joseph R. Borda President

Attest: [Signature]  
Margaret E. Mountain Secretary

Helen L. McNeil  
HELEN L. MCNEIL  
(Printed Name of Witness)

Joseph A. Dennis  
Joseph A. Dennis  
(Printed Name of Witness)

GULF LANDINGS DEVELOPMENT  
CORPORATION, a Florida corporation

By: [Signature]  
Joseph R. Borda President

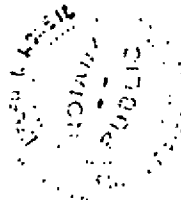
Attest: [Signature]  
Margaret E. Mountain Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 25th day of September, 1996, by J.R. Borda and M.E. Mountain, as President and Secretary, respectively, of Gulf Landings Association, Inc., a Florida corporation, on behalf of said corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did not take an oath.

Helen L. McNeil  
Notary Public

My Commission Expires: 4-16-98



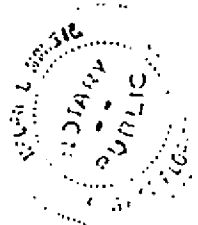
STATE OF FLORIDA  
COUNTY OF PASCO

OR BK 4434 PG 490  
4 of 8

The foregoing instrument was acknowledged before me this 25th day of September 1996, by J.R. Borda and M.E. Mountain, as President and Secretary, respectively, of Gulf Landings Development Corporation, a Florida corporation, on behalf of said corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did not take an oath.

Heather L. McNeil  
Notary Public

My Commission Expires: 4-16-98



## EXHIBIT "A"

## To Declaration of Covenants and Restrictions

GULF HARBORS SEA FOREST

OR BK 4434 PG 491  
5 of 6

## LEGAL DESCRIPTION

## GULF HARBORS SECTION 40 UNIT 1

A PARCEL OF LAND LYING IN SECTIONS 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6 AND RUN N 89°37'05"W 1759.87 FEET  
 ALONG THE SOUTH BOUNDARY LINE OF SECTION 6 TO THE POINT OF BEGINNING (P.O.B.);  
 THENCE CONTINUE N 89°37'05"W, 10.27 FEET; THENCE BY A NON-TANGENT CURVE TO THE  
 LEFT HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 41°45'48", A CHORD BEARING  
 S 31°11'36"E, 456.24 FEET; AN ARC DISTANCE OF 466.50 FEET; THENCE S 37°55'30"W,  
 70.00 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 710.00  
 FEET, A CENTRAL ANGLE OF 52°13'01", A CHORD BEARING N 25°58'00"W, 624.90 FEET,  
 AN ARC DISTANCE OF 647.06 FEET; THENCE N 00°08'31"E, 120.00 FEET; THENCE BY A  
 CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 29°51'29",  
 A CHORD BEARING N 15°04'16"E, 275.66 FEET, AN ARC DISTANCE OF 278.80 FEET; THENCE  
 N 30°00'00"E, 263.56 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 610.00  
 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING DUE NORTH, 610.00 FEET; AN  
 ARC DISTANCE OF 638.79 FEET; THENCE N 30°00'00"W, 104.21 FEET; THENCE BY A CURVE  
 TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 22°50'00", 106.89  
 FEET, AN ARC DISTANCE OF 107.60 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS  
 OF 270.00 FEET, A CENTRAL ANGLE OF 39°50'00", A CHORD BEARING N 27°05'00"W, 183.95  
 FEET, AN ARC DISTANCE OF 187.71 FEET; THENCE N 47°00'00"W, 57.23 FEET; THENCE BY  
 A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 26°08'50",  
 A CHORD BEARING N 33°55'35"W, 126.67 FEET, AN ARC DISTANCE OF 127.78 FEET; THENCE  
 BY A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°00'19",  
 A CHORD BEARING N 55°21'19"W, 28.32 FEET, AN ARC DISTANCE OF 30.11 FEET; THENCE  
 N 89°51'29"W, 21.93 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 25.00  
 FEET, A CENTRAL ANGLE OF 139°08'30", A CHORD BEARING S 20°34'15"W, 46.86 FEET, AN  
 ARC DISTANCE OF 60.71 FEET; THENCE S 41°00'00"W, 50.00 FEET; THENCE N 49°00'00"W,  
 21.29 FEET; THENCE S 41°00'00"W, 165.00 FEET; THENCE N 49°00'00"W, 19.82 FEET;  
 THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF  
 67°07'35", A CHORD BEARING N 82°33'48"W, 66.34 FEET, AN ARC DISTANCE OF 70.30 FEET;  
 THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF  
 22°52'25", A CHORD BEARING S 52°26'11"W, 132.85 FEET, AN ARC DISTANCE OF 133.74  
 FEET; THENCE S 41°00'00"W, 93.08 FEET; THENCE BY A CURVE TO THE LEFT HAVING A  
 RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 40°25'00", A CHORD BEARING S 20°47'30"W,  
 38.00 FEET; AN ARC DISTANCE OF 38.80 FEET; THENCE S 00°35'00"W, 318.48 FEET; THENCE  
 BY A CURVE TO THE RIGHT HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 42°00'00"  
 A CHORD BEARING S 21°35'00"W, 326.12 FEET, AN ARC DISTANCE OF 333.53 FEET; THENCE  
 BY A CURVE TO THE LEFT HAVING A RADIUS OF 1318.39 FEET, A CENTRAL ANGLE OF 12°11'23"  
 A CHORD BEARING S 36°29'19"W, 279.96 FEET, AN ARC DISTANCE OF 279.96 FEET; THENCE  
 N 42°46'44"W, 220.15 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 755.00  
 FEET, A CENTRAL ANGLE OF 39°13'16", A CHORD BEARING N 62°23'22"W, 506.79 FEET, AN  
 ARC DISTANCE OF 516.83 FEET; THENCE N 82°00'00"W, 523.92 FEET; THENCE BY A NON-  
 TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 677.68 FEET, A CENTRAL ANGLE OF  
 73°56'50", A CHORD BEARING N 32°34'33"E, 815.18 FEET, AN ARC DISTANCE OF 874.63



FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 123.37 FEET, A CENTRAL ANGLE OF 93°00'00", A CHORD BEARING N 23°02'58"E, 178.93 FEET, AN ARC DISTANCE OF 200.25 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 546.31 FEET, A CENTRAL ANGLE OF 33°04'38", A CHORD BEARING N 39°59'21"W, 311.03 FEET, AN ARC DISTANCE OF 315.39 FEET; THENCE N 88°00'00"E, 594.68 FEET; THENCE N 59°08'00"E, 245.30 FEET; THENCE S 38°44'46"E, 385.67 FEET; THENCE S 49°54'06"E, 247.17 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 14°39'59", A CHORD BEARING N 82°48'31"E, 70.20 FEET, AN ARC DISTANCE OF 70.39 FEET; THENCE S 89°51'29"E, 229.18 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°44'34", A CHORD BEARING N 44°16'14"E, 35.89 FEET, AN ARC DISTANCE OF 40.03 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 91°44'34", A CHORD BEARING N 00°43'46"W, 8.52 FEET, AN ARC DISTANCE OF 8.52 FEET; THENCE S 89°51'29"E, 70.00 FEET; THENCE BY A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 47°08'31", A CHORD BEARING S 23°25'44"E, 167.95 FEET, AN ARC DISTANCE OF 172.78 FEET; THENCE S 47°00'00"E, 57.23 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 39°50'00", A CHORD BEARING S 27°05'00"E, 231.64 FEET, AN ARC DISTANCE OF 236.38 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 22°50'00", A CHORD BEARING S 18°35'00"E, 79.18 FEET, AN ARC DISTANCE OF 79.70 FEET; THENCE S 30°00'00"E, 104.21 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 60°00'00", A CHORD BEARING S 00°00'00"E, 680.00 FEET, AN ARC DISTANCE OF 712.09 FEET; THENCE S 30°00'00"W, 263.56 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 12°37'08", A CHORD BEARING S 23°41'26"W, 102.21 FEET, AN ARC DISTANCE OF 102.41 FEET; THENCE S 00°08'31"W, 373.97 FEET TO THE P.O.B. CONTAINING 42.21 ACRES, MORE OR LESS.