

TAMARAC BY-THE-GULF, INC.

SUBDIVISION DEED
RESTRICTIONS

SECTION: #2

TAMARAC By-The-Gulf, Inc.

Amended and Restated Use and Building Restrictions

The following are the Amended and Restated Use and Building Restrictions for: Tamarac By-The-Gulf, according to the plat thereof recorded in Plat Book 63, Pages 12 and 13; Tamarac By-The-Gulf First Addition, according to the plat thereof recorded in Plat Book 63, Page 57; Tamarac By-The-Gulf Second Addition, according to the plat thereof recorded in Plat Book 63, Pages 74 and 75; and Tamarac By-The-Gulf Third Addition, according to the plat thereof recorded in Plat Book 64, Page 28, all of the Public Records of Pinellas County, Florida. Same amend and restate in their entirety the Use and Building Restrictions recorded in: O.R. Book 2592, Pages 702, et seq.; O.R. Book 2769, Pages 624, et seq.; O.R. Book 2813, Pages 345 et seq.; and O.R. Book 3015, Pages 385, et seq., all of the Public Records of Pinellas County, Florida, as previously amended.

1. ASSOCIATION - The owner of each lot within the Subdivision shall be a member of Tamarac By-The-Gulf, Inc., a Florida nonprofit corporation, hereinafter referred to as "Association." A true and correct copy of the Articles of Incorporation of the Association, together with the Amendment thereto, is attached hereto as Exhibit "A" and incorporated by reference herein. A true and correct copy of the By-Laws of the Association is attached hereto as Exhibit "B" and incorporated by reference herein.

2. THE COMMITTEE

A. For the purpose of maintaining the Subdivision as an area of high standards, the Association reserves for itself the right and power to control the type, kind and character of the buildings, structures and other improvements to be placed on the foregoing-described lands. The owner or occupant of each and every lot, by acceptance of title thereto, shall not permit a structure of any kind to be placed, erected or altered upon any of the foregoing-described lands unless and until the plans and specifications thereof and the plot plan thereof have been submitted to and approved in writing by an Architectural Committee (the Committee) as hereinafter provided, before any construction is begun. No structure shall be placed, erected or altered on any lot until construction plans and specifications and a plot plan showing location of the structure upon the lot shall have been approved by the Committee.

B. The members of the Committee shall be appointed as provided in the By-Laws of the Association.

3. RESIDENTIAL USE - All lots in the Subdivision and all lots enlarged or recreated by the shifting of location of side property lines, are restricted to the use of a single family home, its household, servants and guests. Only one residence building may be built on one lot. Buildings accessory to the use of one family may be erected provided such accessory buildings do not furnish accommodations for an additional family and provided further that written approval for such accessory buildings shall be first obtained from the Committee. No building shall exceed twenty-five (25) feet in height measured from the crown of the street upon which such building fronts.

4. AGE LIMITATION ON RESIDENTS - In accordance with the Fair Housing Amendments Act of 1988, the Community is to provide Housing for Older Persons. In order to effectuate this, the following restrictions are in effect. At all times when any person is in occupancy of any lot, at least one (1) person fifty-five (55) years of age or older must occupy said lot. Persons under the age of fifty-five (55) years of age but over the age of eighteen (18) years of age may occupy and reside in a lot as long as at least one person is fifty-five (55) years of age when occupying the lot. Persons under the age of eighteen (18) years of age may not occupy or reside in any residence or lot. Notwithstanding this restriction, the Board of Directors of the Association shall have the authority to allow hardship exceptions to this provision in the event of death or disability of the owner or proper occupant of the lot, so long as at least eighty percent (80%) of the lots subject to these restrictions are occupied in the manner described above. Owners of lots who desire to sell or lease the lot shall be required to disclose the age(s) of the occupants(s) of the lot to the Association at least ten (10) days prior to any change in occupancy. A prospective purchaser or tenant of a lot shall be required to personally appear before the Registration Committee of the Association and provide said committee with written evidence of the age of each person who shall occupy the lot. For purposes of this restriction, a person is not deemed to 'occupy and reside in any residence or lot unless said person occupies or resides in any residence or lot for more than thirty (30) days in any calendar year. In the event of a violation of the restrictions contained herein, the Association shall have the authority to bring such legal action as may be necessary in order to enforce the provisions thereof. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

5. NO TRADE. BUSINESS OR PROFESSIONAL ETC. - No trade, business, professional or any other type of commercial activity shall be carried on upon any of the foregoing-described lands.

6. LEASES - No lot shall be leased or subleased for a term of less than six (6) months, in the event that a lot owner leases his lot, said lot owner shall

be responsible for ensuring his tenant(s)' and sub-tenant(s)' compliance with these Restrictions.

7. LAWNS, LANDSCAPING, FENCES, HEDGES, CLOTHES POLES, ANTENNAS AND PARKING - All yard areas of lots in the foregoing-described lands shall be grassed and kept as a lawn which shall extend to the pavement line. For purposes of the preceding sentence, the term 'grassed' shall mean planted in grass, flowers, shrubs, or trees. No graveled or black-topped or paved parking strips are permitted except as previously approved in writing by the Committee. No fences or hedges shall be permitted anywhere within the subdivision except as approved in writing by the Committee. Outdoor clothes drying activities and outside antennas not over fifteen (15) feet are hereby restricted to the rear yards and, in the case of corner lots, to that portion of the rear yards thereof which is more than twenty-five (25) feet from the street right-of-way. All clothes poles shall be capable of being lifted and removed by one person in one minute's time. All garbage and trash containers and oil and gas tanks must be placed and maintained in such a manner that same are not visible from the street. No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing-described lands except where express prior written approval of the size, shape, content and location thereof has been obtained from the Committee. The parking or storage of automobiles except upon paved areas is prohibited. The overnight parking or storage of trucks or commercial vehicles in excess of one-half ton rated capacity is prohibited. The overnight parking of vehicles of any kind upon public right-of-way is prohibited. The parking or storage of boats and boat trailers is prohibited within the subdivision.

8. RESERVATIONS FOR LAWN, SPRINKLER SYSTEM AND EXTERIOR BUILDING MAINTENANCE, ETC.

(A)Sprinkler System - The Association reserves to itself the right to construct, maintain and operate a sprinkler system, water, sewer and other public utilities (systems) over, through and upon all of the foregoing-described lands, and the owners of said lands shall be liable to the Association for the reasonable cost of operation and maintenance of said systems. Each owner shall be further liable to the Association for the full reasonable cost of all required repairs to that portion of said sprinkler system lying within and upon such owner's lot, as well as the cost of maintaining and repairing such water, sewer and other public utilities systems.

(B) Lawn Maintenance and Spraying - The Association reserves to itself the right to enter over, through and upon all of the foregoing-described lands for the purpose of maintaining and caring for the lawns or any portion thereof located thereon. Nothing in this Subparagraph (B) shall be construed as imposing an obligation upon the Association to maintain and care for the said lawns, and the extent of any such maintenance and care, and when the same shall be undertaken, shall be determined solely by the Association, and the lot owners shall be liable for the cost of all such maintenance and care from time to time performed by the Association upon such owners' lots. "Maintenance and care" within the meaning of the Subparagraph (B) shall include mowing, trimming, edging, fertilizing and spraying of lawns. Each owner shall be responsible for the maintenance, care, trimming and removal of waste, flowers, hedges, trees and other plantings on their lot. Should a lot owner fail to maintain the lot to the high standards of the Association, the Association in its sole discretion may perform the above yard maintenance upon such lot and the lot owner shall be liable to the Association for the full cost of the maintenance performed. No lot owner shall plant any vegetation which impedes the Association's ability to maintain and care for the lawn of said owner's lot. In the event that a lot owner violates this provision, the Association shall have the right, at the sole cost and expense of the lot owner, to remove said vegetation.

(C) Exterior Building Maintenance - The Association reserves to itself the right to enter upon all the foregoing-described lands and structures located thereon for the purpose of conducting a periodic program of exterior building painting, including but not limited to repainting of exterior walls, shutters, trim, eaves and roofs, or any portion thereof. Nothing in this Subparagraph (C) shall be construed as imposing an obligation upon the Association to conduct such periodic program of exterior building painting from time to time performed by the Association upon such owners' land.

(D) Maintenance of Streets, Etc. - The owners of all lands are hereby made liable to the Association for the reasonable cost of maintaining easements, streets and right-of-way in the Subdivision, and the cost of such maintenance shall be included in the monthly maintenance charge as established in Paragraph 10 hereafter.

(E) Liens - The lot owners further agree that such charges shall constitute a lien or charge upon such owners' lots which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property, and, furthermore, the owners agree that such charges, when established and made by the Association shall constitute a special assessment lien which shall be enforceable by the Association against the land of said owner in the same manner as is provided for the enforcement of special assessment liens for local improvements under the Laws of Florida, and as the same may be amended from time to time hereafter.

9. RECREATION FACILITIES: OPERATION AND

MAINTENANCE: LIENS, COSTS, ETC. - The owner of each lot in the Subdivision is made liable to the Association for the cost (including taxes) of its operation, maintenance and repair of the recreation and parking facilities located upon the following described lands, to wit:

Tract R of Tamarac by-the-Gulf, according to Plat thereof recorded in Plat Book 63, Pages 12 and 13 of the Public Records of Pinellas County, Florida.

Said cost shall be payable in equal monthly installments by each lot owner to the Association, its successors or assigns. Each owner of a lot in the Subdivision agrees that all charges made for the cost of the ownership operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a lien or charge upon such owner's lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property, and furthermore, each owner agrees that such charges, when established and made by the Association shall constitute a special assessment lien which shall be enforceable by the Association against the lot of said owner in the same manner as is provided for the enforcement of special assessment liens for local improvement under the Laws of Florida and as the same may be amended from time to time hereafter.

10. MAINTENANCE CHARGES AND ASSESSMENTS - The current assessment levied by the Association to effectuate its responsibilities under Paragraphs 8 and 9 of these Restrictions and under the By-Laws of the Association, is \$140.00 per month per lot within the Subdivision. Said assessment may not be increased from one year to the next by more than 5% unless a greater increase is approved by at least sixty seven percent (67%) of the members of the Association. Any assessment not paid within ten (10) days of its due date shall be subject to a late charge, said charge to be determined from time to time by the Board of Directors of the Association. The lien for assessments(s) shall secure the assessments(s) due, late charges thereon, and any and all court costs and attorneys' fees incurred by the Association in the collection of same, whether or not legal proceedings are initiated.

11. RECREATION PARCEL

The Association is the owner of the following described real property:
TRACT R OF TAMARAC BY-THE-GULF, according to the plat thereof recorded in Plat Book 63, Pages 12 and 13, Public Records of Pinellas County Florida.

The Association shall hold title to said real property for the benefit of its members, and their respective lessees, guest, and invitees.

12. ENFORCEMENT- These restrictions and requirements may be enforced by an action at law or in equity by any of the owners of lots in the Subdivision or by the Association or its assignee.

13. INVALIDITY CLAUSE - Invalidation of any one of these covenants by a Court of competent jurisdiction shall in no wise effect any of the other covenants, which shall remain in full force and effect.

14. EXISTENCE OR DURATION - The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations, servitudes, and easements running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the 31st day of December, A.D. 2066 (except as elsewhere herein expressly provided otherwise). Said covenants, restrictions, reservations and servitudes shall be automatically extended for a successive period of ten years unless an instrument signed by the owners of a majority of the lots in said Subdivision shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations, servitudes, and easements.

15. BREACH OF PROVISIONS - The breach of any of the foregoing provisions, restrictions, or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith, for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

16. RESERVATIONS - The Association reserves unto itself title to all easements, streets and right-of-way and obligates itself to maintain such easements, streets and right-of-way in a condition in keeping with the general nature and character of the Subdivision and the restrictions hereinunder shall in no way appertain to such reserved portions of the Subdivision. However, in the event that any of such streets or all of same become dedicated, to the public under

circumstances where a governmental authority would assume responsibility for such maintenance of streets, then and in such event, the Association shall thereafter be relieved of its obligation to maintain such easements, streets and right-of-way.

17. AMENDMENT - These Use and Building Restrictions may be amended provided that a majority of the voting interests of the members of the Association, as provided by Article IV, Section 6 of the By-Laws approve such proposed amendments by a vote at a meeting of the membership called in accordance with the By-Laws. Notice of such proposed amendments shall be posted on the bulletin board at the Clubhouse, and shall be provided to each lot owner at least thirty (30) days prior to the meeting at which the changes will be considered. One vote per lot rule will apply to amendments to the Restrictions. Absentee members may vote by absentee ballot by filing a request in writing with the Recording Secretary for an absentee ballot not more than thirty (30) days nor less than one (1) day prior to date at which such proposed amendments are to be presented for action.

WAIVER AND CONSENT: Whenever the vote of the lot owners is required or permitted by any provisions of the statutes, articles of incorporation, by-laws or these deed restrictions, to be taken in connection with any action of the Association, the vote of lot owners may be dispensed with, if a consent in writing, setting forth the action so taken, is signed by no less man a majority of the voting interests of the membership on a one vote per lot basis. Within thirty (30) days after obtaining such authorization by written consent, notice shall be given to all lot owners. The notice shall fairly summarize the material features of the authorized action.