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RETURN TO:

Instrument Prepared By:
LAURA J. RAYBURN, P.A.
1968 Bayshore Blvd.
Dunedin, FL 34698

KARLEEN F. DE BLAKER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR

HARBOR WOODS NORTH

TOTAL 190.50

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 14 day of April, 1989, by PIONEER DEVELOPERS OF AMERICA, INC., hereinafter called the "DEVELOPER" and by HARBOR WOODS NORTH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter called the "ASSOCIATION."

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" to this Declaration; and the Developer desires to create thereon a planned community of home lots with roadway improvements for the benefit of the community in accordance with the plat thereof recorded in Plat Book 102, Page 61+62 et seq., Public Records of Pinellas County, Florida; and,

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the common area improvements, and to this end desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers of maintaining and administering the common properties and improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the convenience, safety and welfare of the residents; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, HARBOR WOODS NORTH HOMEOWNERS' ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising the functions aforesaid the Articles of Incorporation and Bylaws of which are attached hereto as Exhibit "C" and "D" respectively.

NOW, THEREFORE, the Developer hereby declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all

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persons, their heirs, successors and assigns having any right, title or interest in or to the real property, and shall inure to the benefit of each owner.

ARTICLE I

DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Association.
2. "Association" shall mean and refer to HARBOR WOODS NORTH HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
3. "Association Expenses" shall mean the expenses payable by owners to the Association as shall be set forth in this Declaration.
4. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.
5. "Board" shall mean the Board of Directors of the Association.
6. "Common Area" shall mean those areas of real property dedicated and shown on the subdivision plat of HARBOR WOODS NORTH, if any, together with all roadway improvements thereon, which are devoted to the use and enjoyment of the members of the Association.
7. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in this document; and as may be amended from time to time.
8. "Developer" shall mean and refer to PIONEER DEVELOPERS OF AMERICA, INC., its successors and assigns.
9. "General Plan of Development" shall mean the subdivision plats of HARBOR WOODS NORTH, which shall hereinafter be referred to as HARBOR WOODS NORTH, as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the real property. A reduced copy of the site plan for the general plan of development is attached hereto, made a part hereof, and marked Exhibit "B."
10. "Institutional Mortgagee" shall mean any lending institution holding a construction mortgage lien on any portion of the general plan of development or having a first lien on a home lot or parcel, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the

Federal Home Loan Mortgage Corporation, a federal or state banking association, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

11. "Lot or Parcel" shall mean a portion or real property separately described on a plat of the subdivision or development known as HARBOR WOODS NORTH.

12. "Occupant" shall mean the occupant of a home who shall be the owner, the lessee, or their respective guest.

13. "Owner" shall mean the fee simple title holder of any home lot or parcel, whether one or more persons or entities.

14. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit "A," attached hereto and made a part hereof.

15. "Rules and Regulations" shall mean the rules, regulations, and policies which may be adopted by the Board from time to time by resolution duly made and carried.

16. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the directors to the Board of Directors of the Association. The transfer date shall occur 120 days after the Developer has closed the sales of all of the total home lots contemplated by the general plan of development of HARBOR WOODS NORTH, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

17. "Harbor Woods North" shall mean the property platted as HARBOR WOODS NORTH, and recorded in the Public Records of Pinellas County, Florida.

18. The use of gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the use of the singular.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

1. Developer intends to develop not more than eighty (80) lots or parcels for the construction of residential homes in accordance with the site plan attached hereto as Exhibit "B."

2. Those portions of the common areas shown as easements areas adjacent to the roadways and the entrance area and subdivision walls which are erected and/or shown on the site plan shall be kept and maintained by the Association. The actual roadways for ingress to and egress from lots and other easement areas of

HARBOR WOODS NORTH shall be publicly dedicated roadways of HARBOR WOODS NORTH.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. The owner of the fee simple title of record of each lot or parcel shall be a mandatory member of the Association.

2. Each lot or parcel owner shall become a member of the Association upon acceptance of the Warranty Deed to a lot or parcel. As a member of the Association, the owner shall be governed by the Articles of Incorporation and the Bylaws of the Association; and shall be entitled to one (1) vote for each lot or parcel owned. Provided, however, the Developer shall retain the right to appoint a majority of the directors to the Board of Directors of the Association until the Transfer Date.

ARTICLE IV

USE OF PROPERTY

1. The lots shall be used solely as single family home residences. Nothing herein shall be deemed to prevent an owner from leasing a lot and home to a single family, subject to all of the terms, conditions and covenants contained in this Declaration.

2. No owner shall permit any nuisance to exist upon his property so as to be detrimental to any other property or to its owners.

3. Except for conveyance by the developer, no lot or parcel shall be further subdivided or separated by any owner; and no portion less than all of any such lot shall be conveyed or transferred by an owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes, and other similar corrective instruments.

4. No lot or home located on it shall be used in any trade, business, professional or commercial capacity, except that the lot and home may be leased as a single family residence. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to accomplish the general plan of development, including the construction and/or operation of sales models, construction trailers and offices by the Developer for up to five (5) years after the date upon which all of the lots in HARBOR WOODS NORTH have been sold.

5. All property shall be subject to the provisions of the Articles of Incorporation and Bylaws of the Association in addition to the terms and conditions of this Declaration of Covenants and Restrictions. Each owner of a lot or parcel within HARBOR WOODS NORTH shall be bound by the Articles of Incorporation and the Bylaws of the Association and this Declaration of Covenants and Restrictions.

6. Unless permitted in accordance with the procedures described in the Rules and Regulations of HARBOR WOODS NORTH, no motorcycles, trucks, trailers, boats, vans, campers, motorhomes, buses, commercial or other similar vehicles, shall be permitted within the confines of HARBOR WOODS NORTH, except that trucks, trailers, vans, campers and other vehicles shall be permitted if they can fit completely within the garage of the owner and except for trucks delivering goods or furnishing services. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs to be borne by the vehicle owner or violator.

7. All of said property shall be known and described as residential property, and no structure shall be erected, altered, placed or permitted to remain on any parcel of the same, other than one detached, single family dwelling not to exceed two and one-half stories in height, and with a minimum of a two-car enclosed garage (with doors), and not exceed a four-car garage, said garage to be attached to the main structure either directly or by sheltered corridor.

8. No clothes hangings devices shall be permitted in the exterior yard of any resident or placed on any lot unless such devices are screened from view from any right of way and neighboring property owners. Any such devices shall first be approved by the Board of Directors of the Association.

9. No exterior antennas or satellite dishes shall be permitted on any lot.

10. Owner shall install an irrigation/sprinkler system adequate to provide proper irrigation of the intended landscape design. All lawns and landscaping shall be maintained in accordance with the standards prescribed by the Board of Directors. In the event that any owner shall fail to maintain the standards established by the Board of Directors for a well kept lawn, any other lot owner or the Board of Directors may seek appropriate judicial relief to require that such standards be met.

11. No tent, shack, garage, barn, utility shed, or other out building shall, at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer, mobile home motor home, manufactured home, and/or

recreation vehicle be parked permanently or temporarily as a residence or for any other purpose on any of the lots in HARBOR WOODS NORTH. No structure of any kind shall be moved into any part of the above-described land except temporary buildings used by contractors in connection with approved construction work.

12. While the Developer holds lots for sale or development, no signs shall be displayed other than those permitted by the Developer in this paragraph. Thereafter, no signs shall be displayed by owners or their representatives with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36 inches by 24 inches. Notwithstanding anything to the contrary herein, Declarant its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the development and shall have the exclusive right to use the word "Developer" by itself, or in combination with any other words.

13. No animals, live stock or poultry of any kind shall be raised, breed, or kept on any lot, except that cats, dogs, and other household pets may be kept provided that they are not kept, breed, or maintained for any commercial purposes, nor become a nuisance to the neighborhood and are not allowed to roam free in HARBOR WOODS NORTH; and no more than three such pets shall be kept at any one household.

14. Owners of lots which include or adjoin any drainage and/or drainage retention areas agree that they will at all times: keep that portion of said drainage area or drainage retention area, that is part of their property, free from any trash or debris; refrain from building any structure whatsoever into or over said drainage or drainage retention area; abide by any and all laws, ordinances, or regulations pertaining to the preservation and conservation of such drainage easement; refrain from diverting the natural flow or natural state of said drainage or drainage retention area.

15. No grade or elevation of any portion of any lot may be changed by any homeowner without the specific written consent of the developer. The builder/contractor on each lot shall be responsible for final lot gradings so as not block or direct overland drainage to the detriment of adjacent property owners.

16. Except for those constructed by the Developer, no fence, wall or hedge shall be permitted on any lot in front of the front or side street building line. Fences otherwise permissible shall not exceed six feet in height. No fence shall be erected without first obtaining a building permit from Tarpon Springs and/or Pinellas County, Florida, and in addition to the requirements set forth in this paragraph, shall comply with all specifications set forth in the applicable Tarpon Springs and/or Pinellas County Ordinance.

17. Each owner shall maintain the original exterior colors as provided or authorized by the Developer. All repainting shall conform to the style and colors initially established unless the Board of Directors of the Association shall otherwise approve a change in color or exterior style.

18. The lot or parcel owners shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give an owner in violation of the rules and regulations written notice of the violation by U.S. Mail and fifteen (15) days in which to cure the violation.

19. Should the Association be required to seek enforcement of any provision of the Declaration or the Rules and Regulations for HARBOR WOODS NORTH, then and in that event, the offending lot or parcel owner (for owner or owner's family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorney's fees, whether incurred in trial or appellate proceedings or otherwise.

20. Every person, firm, or corporation purchasing a lot in HARBOR WOODS NORTH shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm or corporation, to have agreed to abide by the provisions herein maintained, and to do and perform all affirmative acts required herein.

ARTICLE V

EASEMENTS

1. The Developer hereby grants a perpetual non-exclusive easement to the Association and to the lot or parcel owners, their families, guests, and lessees upon, over, and across the sidewalks, walkways, and rights-of-way and other common areas, if any, of HARBOR WOODS NORTH.

2. The Developer hereby also grants a perpetual non-exclusive easement to all utility service companies servicing HARBOR WOODS NORTH, upon, over, across, through, and under the common areas for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including but not limited to water, irrigation, sewer, gas, telephone, electricity, television cable, or communication lines and systems.

3. The Developer hereby grants an easement for encroachment in the event any improvements upon the common areas now or hereafter encroaches upon a lot or parcel, or in the event that any lot or parcel now or hereafter encroaches upon the common area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as

the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements.

4. No structure shall be erected, placed or permitted and no alterations shall be made or permitted on any lot or parcel which shall in any way hinder the surface or subsurface drainage of the property or interfere with any easements for such purposes. No curb, drainage structure, water lines, sewer lines, or any street shall be removed or altered for any purpose nor any easement rights altered modified or interfered with without the specific consent of the developer or the homeowners association.

ARTICLE VI

UTILITY EASEMENTS

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located beneath or within the lot boundaries shall be the owner's responsibility; provided, however, that where the necessary access by authorized personnel of the utility or service company line or system is required as a result of misuse or other wrongful action by another owner, any expense arising therefrom shall be borne solely by such wrongdoer. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the common areas shall be borne by the utility or service company.

ARTICLE VII

ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS AND MAINTENANCE OF EXTERIOR AREAS

1. The costs and expenses incurred by the Association with regard to the operation, maintenance and repair of common areas shall be Association expenses. The costs and expenses incurred by the individual lot or parcel owners for water, sewer, waste collection shall be paid by the owners. The costs and expenses assessed by HARBOR WOODS NORTH against the lot or parcel owners or the Association shall be collected from the lot or parcel owners as an Association expense. Common area expenses and the HARBOR WOODS NORTH assessments shall be payable to the Association on an equal basis by all lot or parcel owners.

2. To defray the Association expenses, there is hereby imposed upon each lot and its owner, the affirmative covenant and obligation to pay to the Association; and upon the Association the obligation to assess, collect and expend the Association's expenses and those expenses hereinafter set forth:

A. Taxes. All taxes, if any, levied or assessed upon the common areas, by and any and all taxing authorities, including all taxes, charges as assessments, imposition and liens for public improvements, special charges and assessments.

B. Utility Charges. All charges levied for utility services to the common areas and roadway and improvements, whether supplied by a private or public firm including without limitation all charges for water, gas, electricity, and any other type of utility or service charge.

C. Insurance. The premiums on any policy or policies of insurance required under Article VIII hereof, together with the costs of such other policies of insurance, as the Board shall determine to be in the best interest of the Association.

D. Maintenance, Repair and Replacement. All expenses necessary to (a) maintain all common areas, including such expenses as grass cutting, trimming, sprinkling and the like, and (b) keep, maintain, repair and replace any and all improvements, fixtures and equipment upon such areas in a manner consistent with the structure and improvements contained therein, the covenants and restrictions contained herein, and all orders, ordinances, rules and regulations of any and all federal, state and county governments having jurisdiction thereof, as well as the Statutes and laws of the State of Florida and the United States.

E. Optional Expenses. The costs of administration for the Association, including any secretaries, bookkeepers, and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services or collecting sums owed by a particular lot. In addition, the Association may retain a managing company or contractors to assist in the operation of HARBOR WOODS NORTH and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expense.

F. Indemnification. The costs to the Association to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the common areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses

the developer may be compelled to incur and bring suit for the purposes of enforcing rights thereunder, or for the purpose of compelling this specific enforcement of the provisions, conditions, covenants and restrictions, contained in the Declaration to be kept and performed by the Association and/or the owners, including the payment of Association expenses.

G. Special Assessments. Any special assessment that shall be levied to defray (a) extraordinary items of Association expense other than those contemplated by capital contribution; and (b) such other Association expenses determined by the Board to be payable by the Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the Bylaws.

H. Harbor Woods North Homeowners' Association, Inc. All expenses of owners or the Association for the maintenance and repair of the common areas of HARBOR WOODS NORTH and the enforcement of these restrictions shall be due and payable to the Homeowners' Association. Said expenses to be assessed to the lot or parcel owners and to be paid through the Association in accordance with the Declaration of Covenants and Restrictions for HARBOR WOODS NORTH HOMEOWNERS' ASSOCIATION, INC.

3. Method of Determining Assessments. The "assessments" (as hereinafter defined) for Association expenses shall be levied and paid for as follows:

A. It is hereby declared and all owners and the Association agree that the Association expenses shall be paid by the Association out of funds assessed and collected from and paid by all owners, provided, however, that the Developer shall not be required to contribute any amounts for Association expenses on lots owned by the Developer until no remaining lots are being sold in the ordinary course of business. Each individual owner other than Developer shall be required to pay the Association expenses.

B. As provided in the Bylaws of the Association, the Board shall prepare an estimated annual budget which shall reflect the estimated Association expenses. Thereupon the Board shall allocate an equal share of the Association expenses to all lots. For the purposes of determining an equal share of Association expenses, the number of lots in HARBOR WOODS NORTH shall include only such lots as have been conveyed to purchasers. The total number of lots in HARBOR WOODS NORTH conveyed to purchasers shall be used as the denominator and the number "1" shall be used as the numerator for the calculation of equal shares of Association expenses. For example, if all the lots total fifty-eight, (58), each owner shall be liable for 1/58th of the Association expenses.

C. The assessments may be adjusted as necessary to allow for any change in the amount of Association expenses. The adjustment may be made by dividing the total anticipated Association expenses for the remainder of the calendar year by the number of lots which have been submitted to this Declaration.

D. The assessments shall be payable no less frequently than quarter-annually in advance on the first day of January, April, July, and October, otherwise as the Board may determine.

ARTICLE VIII

INSURANCE

1. Casualty. The Association may maintain a master policy or policies to insure all improvements in the common areas. This coverage shall be in such amounts so that the insured will not be a coinsurer except under deductible clauses required to obtain coverages at a reasonable cost.

2. Reconstruction and Repair after Casualty. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the overall plan of a quality development of HARBOR WOODS NORTH is maintained by requiring damaged improvements to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair will be substantially in accordance with the plans and specifications for such property as originally constructed, or if none, then according to plans and specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work, the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all owners in sufficient amounts to provide funds for the payment of those costs.

3. Public Liability Coverage. The Association may obtain Public Liability coverage insuring the Association against any and all claims and demands made by any person or persons for injuries received in connection with the operation and maintenance of the Common Areas and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against.

4. Fidelity Bond Coverage. The Association may obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds, if obtained, shall be in an amount equal to at least one hundred percent (100%) of three months operating

expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

5. All insurance shall be issued by a company authorized to do business in the State of Florida.

6. The named insured shall be the Association individually and as trustee for owners covered by the policy without naming them, and shall include Institutional Mortgagees who hold mortgages upon property covered by the policy whether or not the mortgagees are named. The Board may authorize an "Insurance Trustee" to maintain the policies and receive any proceeds of such policies.

7. Premiums on policies purchased by the Association shall be paid as an Association Expense. The Association will furnish evidence of premium payment to each mortgagee upon request.

8. The Association is irrevocably appointed agent for each owner and for each mortgagee or other lienor of a lot, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE IX ESTABLISHMENT AND ENFORCEMENT OF LIENS

1. All assessments for Association Expenses, including special assessments for same, and all installments thereof, (collectively, the "assessments"), with interest thereon at the highest rate allowed by law and costs of collection, including reasonable attorney's fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and a continuing lien upon the lot against which such assessments are made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons, or entity owning the lot assessed. Said lien shall be effective only from and after the time or recordation amongst the Public Records of Pinellas County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a lot as a result of a foreclosure of mortgage or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of

Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectible from all other lots, as the necessity may arise in the discretion of the Board.

2. In the event any owner shall fail to pay assessments or any installment thereof charged to the owners lot within fifteen (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. To accelerate the entire amount of any assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of said owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses because of said owner, together with interest at the highest rate allowable by law, such advance or loan may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs and attorney's fees without waiving any lien rights and/or rights of foreclosure by the Association.

ARTICLE X

ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Developer, the Association, or any individual and should the party seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party.

ARTICLE XI

AMENDMENTS

1. Until the closing of the last conveyance of a lot or parcel by Developer to an owner, other than Developer, (Amendment Date), any amendment to this Declaration may be made by Developer with consent of any mortgagee who has advanced funds for construction or who is under contract to advance construction funds.

2. Except for amendments to this Declaration which require only the execution of the Developer, no amendment to this Declaration shall be made without the consent of fifty-one percent (51%) of all lot owners.

3. Notwithstanding the foregoing, no amendment to Articles IX or X, and no other amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any owner, the Developer, or any institutional mortgagee under this Declaration without the specific written approval of the owner, the Developer or institutional mortgagee affected thereby.

4. Subsequent to the transfer date, the Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the owners or the Board; provided that such amendment does not materially, adversely affect an owner's property rights. This amendment shall be signed by the Developer alone and a copy of this amendment shall be furnished to each owner, the Association and all institutional mortgagees as soon after recording thereof amongst the Public Records of Pinellas County, Florida, as is practicable.

5. An amendment to the Declaration shall become effective upon the recordation amongst the Public Records of Pinellas County, Florida.

ARTICLE XII

TERMINATION

1. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all lot owners.

2. If this Declaration is terminated in accordance herewith, it is hereby declared by the Developer, and each and every owner of a lot by acquiring title to a lot covenants and agrees, that the termination documents shall require:

A. That all lots shall continue to be used solely as single-family home residences.

B. All common areas shall be owned and held in equal shares by the lot owners as tenants in common.

3. The owners and their grantees, successors and assigns, by acquiring title to a lot, covenant and agree that no termination of this Declaration shall be made for period of twenty-five (25) years from the date of recordation of this Declaration.

ARTICLE XIII

MISCELLANEOUS

1. The failure of the Developer, the Association, or any owner to object to an owner's or other person's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Articles and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Whenever the context requires any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions, hereof, which shall remain in full force and effect.

5. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the owners, institutional mortgagees and their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of recording of this Declaration amongst the Public Records of Pinellas County, Florida. After which time, this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension that is recorded amongst the Public Records of Pinellas County, Florida, an instrument is signed by at least eighty percent (80%) of all owners agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of

twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded. Notwithstanding such termination, owners shall continue to remain obligated to pay their pro rata share of Association expenses in order to continually maintain the common areas.

6. The Association may not convey, encumber, abandon, partition or subdivide any of the common areas without the approval of all Institutional Mortgagees holding mortgages on such property. All first mortgagees, upon request, shall be entitled to written notification from the Association of (a) any default by an individual owner of any obligation hereunder not cured within sixty (60) days, (b) any condemnation loss or any casualty loss which affects a material portion of the plan of development and (c) any lease, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

7. The Association is required to make available to lot owners and to lenders, holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and other such documents governing HARBOR WOODS NORTH or the Association, as well as the books, records, and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances.

8. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

9. Every person, firm, or corporation purchasing a lot in HARBOR WOODS NORTH recognizes and agrees that developer, on its own account, or persons or firms in business of building homes for sale to the general public, shall have the right to maintain such furnished model homes open to the public for inspection seven days per week for such hours as are deemed necessary and practical until five (5) years after all of the houses of the developer or persons or firms in business of building homes in this subdivision for sale to the general public have been constructed and sold. Further, developer shall have the right to keep open its sales office seven days per week until all lots in the subdivision are sold and sales are closed.

10. Each lot owner by virtue of such ownership and membership in the Association, shall further be a member and/or participant in any Street Lighting District which may hereinafter be created by Pinellas County or Florida Power Corporation or by vote of not less than sixty percent (60%) of the owners of lots in HARBOR WOODS NORTH.

11. Each single family residential home shall have fiberglass dimensional shingles or tile roofs; provided however, that an alternative style roof may be permitted by the developer or by the Board of Directors of the Association upon application of a lot owner. Such permission must be in writing by the developer or the Board of Directors of the Association.

12. The developer may include in any deed hereinafter made, conveying lands in said subdivision, any additional restrictive covenants or modifications not inconsistent with those contained herein and may further grant additional easements for utilities and drainage.

IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions of HARBOR WOODS NORTH has been signed by the Developer on the day and year first above set forth. The Developer has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized.

Attest:

Secretary

PIONEER DEVELOPERS OF AMERICA,
INC., a Florida corporation

By:

George C. Zutes, President

(CORPORATE SEAL)

Attest:

Secretary

HARBOR WOODS NORTH HOMEOWNERS'
ASSOCIATION, INC.

By:

George C. Zutes, President

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared GEORGE ZUTES, President and GEORGE P. STAMAS, Secretary, of PIONEER DEVELOPERS OF AMERICA, INC., to me known to be the officers described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State
aforesaid this 14th day of April, 1989.

George A. Nennstedt
NOTARY PUBLIC

My commission expires:
August 27, 1990

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared GEORGE C.
ZUTES, President and GEORGE P. STAMAS, Secretary, of HARBOR WOODS
NORTH HOMEOWNERS' ASSOCIATION, INC., to me known to be the
officers described in and who executed the foregoing instrument
and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State
aforesaid this 14th day of April, 1989.

George A. Nennstedt
NOTARY PUBLIC

My commission expires:
August 27, 1990

14081835	NSB	04-19-89	14:19:20
01	-		
RECORDING		1	\$190.50
TOTAL:			\$190.50
CHECK AMT. TENDERED:			\$190.50
CHANGE:			\$0.00

LEGAL DESCRIPTION

Being a replat of lot numbers 3 and 5, Tampa-Tarpon Springs Land Company Subdivision of Section 23, Township 27 South, Range 15 East, as shown on the plat recorded in Plat Book 1, Page 116 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part. Being more particularly described as follows:

Commence at the North 1/4 corner of Section 23, Township 27 South, Range 15 East, Pinellas County, Florida; thence run South $89^{\circ}40'39''$ East, along the North section line of said section, a distance of 877.90 feet; thence, South $02^{\circ}02'38''$ West, a distance of 15.01 feet to the point of beginning; thence South $89^{\circ}40'39''$ East, a distance of 877.73 feet; thence South $02^{\circ}41'59''$ West, a distance of 998.13 feet; thence, North $89^{\circ}46'07''$ West, a distance of 866.34 feet; thence, North $02^{\circ}02'38''$ East, a distance of 999.10 feet; to the point of beginning. Containing 19.98 acres, more or less.

PREPARED BY:
SEBASTIANO LUCIO FORMICA
P.O. BOX 58
TARPON SPRINGS, FL. 34688

INST # 96-063236
MAR 8, 1996 3:05PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9271 PG 1373

HARBOR WOODS NORTH HOMEOWNER'S ASSOCIATION

WITNESS OF AMENDMENT TO BY-LAWS

We the undersigned hereby attest that we have witnessed the count of ballots for the amendment to the covenants and restrictions of Harbor Woods North Homeowner's Association and have found that the following is true and accurate:

RECORDING
REC 6.00
DS
NT
FEES 2.00
ATF
WC 1.00
REV
TOTAL 9.00

- A) The necessary majority reflecting two-thirds of the homeowners have cast ballots in favor of the amendment;
- B) The amendment to the covenants and restrictions will read as quoted from the ballot form:
"An exception to the prohibition against antennas and satellite dishes will be small direct dishes, no more than two and a half feet in diameter, installed in a professional and well-maintained manner on house siding. No peripheral equipment or cabling on the grounds will be allowed."

The board of directors will now be charged with recording the amendment to the by-laws at the appropriate place of public records.

This amendment will be recorded as Article IV, number 9a of the Declaration of Covenants and Restrictions for Harbor Woods North. Attached are a copy of the appropriate page for insertion. Ref:

WITNESS: Shirley Wood DATE: 3/8/96

WITNESS: Michael A. Kuyper DATE: 3/8/96

OR6981 PG1970
See Page 5

BOARD OF DIRECTORS SIGNATURES:

PRESIDENT: Mary L. Crommett DATE: 3-8-96

TREASURER: Sebastiano L. Formica DATE: 3/8/96
SEBASTIANO L. FORMICA

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8TH DAY OF MARCH, 1996 BY SEBASTIANO LUCIO FORMICA, WHO PRODUCED HIS FLORIDA DRIVER'S LICENSE AND DID TAKE AN OATH.

Molly B. Poliah
MOLLY B. POLIAH (NOTARY PUBLIC)

OFFICIAL NOTARY SEAL
MOLLY B POLIAH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC351662
MY COMMISSION EXP. MAR. 1, 1998

3C057791 MBP 03-08-1996 15:04:14
01 DCL-HARBOR WOODS NORTH HOMEOWNER
RECORDING 1 \$6.00
OFFICIAL COPIES 5 \$1.00
SERVICE CHARGE 8 \$2.00
TOTAL: \$9.00
CASH AMT. TENDERED: \$10.00
CHANGE: \$1.00

PREPARED BY:
HarborWoods North Homeowners' Association, Inc.
RETURN TO:
Joseph R. Cianfrone, Esq.
Joseph R. Cianfrone, P.A.
1964 Bayshore Boulevard
Dunedin, FL 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009224133 08/25/2009 at 10:26 AM
OFF REC BK: 16679 PG: 2206-2209
DocType:CONDO RECORDING: \$35.50

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HARBOR WOODS NORTH**

NOTICE IS HEREBY GIVEN that after a vote of not less than fifty-one percent (51%) of all lot owners, the Declaration of Covenants and Restrictions for Harbor Woods North, as originally recorded in O.R. Book 6981, Page 1970, et seq., in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

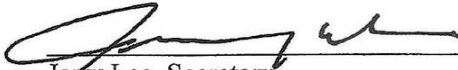
The Declaration of Covenants and Restrictions for Harbor Woods North is amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for Harbor Woods North."

IN WITNESS WHEREOF, Harbor Woods North Homeowners' Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 24th day of August, 2009.

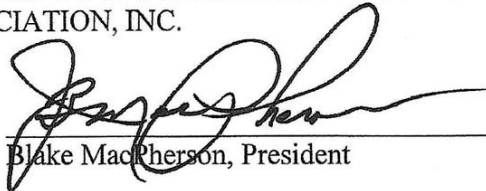
HARBOR WOODS NORTH HOMEOWNERS'
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

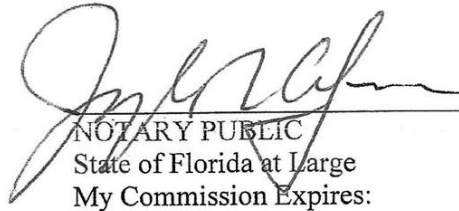

Jerry Lee, Secretary

By:


Blake MacPherson, President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 24th day of August, 2009, personally appeared before me Blake MacPherson, as President, and Jerry Lee, as Secretary of Harbor Woods North Homeowners' Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



JOSEPH R. CIANFRONE
MY COMMISSION # DD 786042
EXPIRES: June 26, 2012
Bonded Thru Budget Notary Services

**SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HARBOR WOODS NORTH**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELIPISIS....**

1. ARTICLE IV, USE OF PROPERTY, section 2, shall be amended to read as follows:

2. No owner shall permit any nuisance to exist upon his property so as to be detrimental to any other property or to its other owners. The Board shall be the final arbiter of what is a nuisance. The definition of a nuisance shall include, but not be limited to, items such as garbage cans, clothes lines, home supplies, trash, wheel barrels, basketball hoops or any similar items which are left in view from the street or a neighbor's property. The referenced items must be stored inside the lot owner's garage or behind an approved side-yard fence.

Additional nuisances may be included, but not limited to, excessive noise that disrupts any homeowner's quiet enjoyment, home owners who do not remove and dispose of pet deposits, blocking sidewalks with vehicles, and parking vehicles directly across from a home owner's driveway that causes a homeowner to have a problem entering or existing their driveway.

2. ARTICLE IV, USE OF PROPERTY, section 6, shall be deleted in its entirety and replaced with the following:

~~6. Unless permitted in accordance with the procedures described in the Rules and Regulations of HARBOR WOODS NORTH, no motorcycles, trucks, trailers, boats, vans, campers, motorhomes, buses, commercial or other similar vehicles, shall be permitted within the confines of HARBOR WOODS NORTH, except that trucks, trailers, vans, campers and other vehicles shall be permitted if they can fit completely within the garage of the owner and except for trucks delivering goods or furnishing services. In the event that there is a dispute concerning the type of vehicle, then the State of Florida vehicle registration shall control. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs to be borne by the vehicle owner or violator.~~

6. No commercial vehicles, trailers, boats, motorcycles, vans, campers, motor homes, buses, or other similar vehicles shall be permitted within the confines of Harbor Woods

EXHIBIT "A"

North (HWN), unless they can fit completely within the garage of the owner. Said vehicles must be stored in the owner's garage when they are in the HWN neighborhood.

The definition of a commercial vehicle is any vehicle with personal or private company business advertisement on the outside of the vehicle, or displayed through the windows so as to be seen by the casual observer, or is licensed as a commercial vehicle.

Personal use trucks, i.e. pickup trucks or like vehicles shall be permitted upon approval from the Board of Directors of Harbor Woods North Homeowners Association. Police and Fire vehicles associated with the lot owner's employment are exempted from this rule. Trucks delivering goods and/or services to home owners shall be permitted. The Board of Directors of Harbor Woods North shall have the right to authorize the towing away of any vehicle in violation of this rule with the costs to be borne by the vehicle owner or violator.