

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CARIBBEAN COVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for CARIBBEAN COVE (herein referred to as the "Declaration") is made this _____ day of _____, 198__, by ANCHOR CONSTRUCTION CO., INC., a corporation, its successors and assigns ("Developer") and joined in by CARIBBEAN COVE ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), and GEORGE E. JOHNSTON and DOLORES S. JOHNSTON, ("Declarant").

WHEREAS, Developer and Declarant are the owners in fee simple of the real property described on Exhibit "A" attached hereto and made a part hereof ("Total Property"), and Developer intends to develop portions thereof, to be known as CARIBBEAN COVE, a subdivision; and

WHEREAS, Developer and Declarant desire to provide for the preservation of the values and amenities of CARIBBEAN COVE as are hereby or as may be hereafter established; and

WHEREAS, Developer has caused the Association to be formed, which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of CARIBBEAN COVE; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Operating Expenses" (as hereinafter defined).

NOW THEREFORE, in consideration of the premises and covenants herein contained, Developer and Declarant hereby declare that Total Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "CARIBBEAN COVE" means the zero-lot-line subdivision, planned community known as CARIBBEAN COVE planned for development upon the Total Property and thus committed to land use under this Declaration.

2. "Lot" means a portion of Total Property upon which a "Dwelling Unit" (as hereinafter defined) is permitted to be erected and is part of the "Residential Property" (as hereinafter defined).

3. "Single Family Lot" means a Lot upon which not more than one (1) Dwelling Unit may exist at any time according to restrictions contained in this Declaration.

4. "Undeveloped Lot" means a Lot upon which no Dwelling Unit was issued a final certificate of occupancy by the appropriate governmental authority.

5. "Dwelling Unit" means any residential dwelling unit intended as an abode for one (1) family constructed in CARIBBEAN COVE.

6. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

7. "Lot Owner" means the owner or owners of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.

8. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

9. "Residential Property" means all portions of CARIBBEAN COVE designated as such in this Declaration (Lot), and upon which Dwelling Units may be constructed.

10. "Common Area" means collectively the portions of CARIBBEAN COVE outside of the Lots and each portion designated or dedicated as a "Common Area" in this Declaration, and which shall be used for Common Area purposes. Within Common Areas, certain storage and recreation areas may be defined, constructed, and maintained.

11. "Association Property" means such portions of the Common Areas as are dedicated to the Association or conveyed to the Association. Unless and until the Common Areas are conveyed to the Association, same shall not be deemed to be

Association Property.

12. "Developer" means ANCHOR CONSTRUCTION CO., INC., its successors and assigns.

13. "Association" means CARIBBEAN COVE ASSOCIATION, INC., a Florida corporation not-for-profit (a) responsible for operating the project of CARIBBEAN COVE, or (b) responsible for certain duties relating to a particular portion of CARIBBEAN COVE as may be referred to in this Declaration and therein designated as such an Association ("Home Owners Association").

14. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B".

15. "By-Laws" means the By-Laws of the Association, a copy of which is attached hereto as Exhibit "C".

16. "Board" means the Board of Directors of the Association.

17. "Declaration" means this instrument and any and all supplements or amendments thereto.

18. "CARIBBEAN COVE Documents" means in the aggregate the Plat, all Replats, this Declaration, and all Replat Declarations and the Articles, the By-Laws, and all of the instruments and documents referred to therein or referred to herein.

19. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in this Declaration and in any other of the CARIBBEAN COVE Documents, and includes, but is not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, and maintaining the Common Areas and Association Property.

20. "Institutional Mortgagee" means (a) any lending institution having a mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution which

has acquired a mortgage upon a Lot or Dwelling Unit; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, including the Veterans Administration, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Developer to acquire, or construct improvements upon, the Common Area or has loaned money to Owners and which holds a mortgage upon any portion of the Total Property securing such a loan.

21. "County" means the County of Pinellas, Florida.

22. "Party Wall" means a wall which is built as a part of the original construction of any Dwelling Unit or as thereafter may be reconstructed on any Lot within CARIBBEAN COVE and which is the dividing line between any such Dwelling Units.

ARTICLE II

PLAN FOR DEVELOPMENT OF CARIBBEAN COVE

A. Committed.

1. Developer has acquired and is the owner of a portion of the Total Property and intends to develop or cause to be developed thereon or upon portions thereof, a planned community to be known as CARIBBEAN COVE in accordance with the applicable zoning regulations of the City of Largo and Pinellas County, Florida. The Total Property is presently zoned with site plan approval which would permit, in addition to certain other residential uses, up to thirty-three (33) Dwelling Units.

The Plan for CARIBBEAN COVE as approved by the zoning authorities of the City of Largo, Florida for the development of CARIBBEAN COVE may be adjusted from time to time by the Developer and Developer reserves such right. The boundary lines and dimensions shown on the subdivisions are subject to minor changes and adjustment as each subdivision or Lot area is finally determined and platted. The Developer reserves unto itself, its successors and assigns, the absolute right to make such changes and adjustments in the boundaries as are necessary to meet the applicable governmental codes, regulations and standards and to carry out the intent of the site plan. Additionally, Developer reserves the right to alter the subdivision and to alter roadways located in, or contiguous to, the Total Property from those now shown without specifically amending this

Declaration.

B. Uses of Total Property.

The Total Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in this Declaration, a Plat or a Replat Declaration, except to the extent as such Replat Declaration may limit. In addition to any other provisions thereof, the provisions of this Declaration, a Plat or a Replat Declaration may restrict specified portions of the Total Property to specified uses including, but not limited to, use as Residential Property, Nonresidential Property and Open Parcels or Open Areas, Recreation Areas, property to be maintained in a natural state, property to be maintained for drainage and/or water management purposes and such other purposes and uses that are supportive of the community.

ARTICLE III

LAND USE CLASSIFICATION AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer and Declarant do hereby declare that the provisions herein shall be applicable to the Total Property and run with the land, which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

A. Use Classifications of Total Property.

1. Residential Property: Residential Property is that portion of the Total Property upon which Dwelling Units may be constructed and shall be for "Residential Use" (as hereinafter described) only. All Total Property designated as "Residential Property" in this Declaration, on a Plat or in a Replat shall constitute Residential Property. Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as hereinafter set forth, "Residential Use" shall include only Dwelling Units and improvements associated with residential purposes such as (but not limited to) streets, drives, driveways, parking spaces, storage areas, lawn areas and other amenities as an appurtenance to Dwelling Units. No commercial or business occupations may be conducted on Residential Property except for the construction, development and sale or rental of Residential Property or portions thereof

(including, but not limited to, Dwelling Units constructed thereon) and except for direct accessory services to Residential Property such as utilities, Dwelling Unit or Lot maintenance, and other such services. In addition to the provisions of this Declaration, the Lots shall also be subject to the terms of all applicable Plat or Replats. Plat or Replat Declarations shall designate the Lots subject thereto (all of the Lots which are subject to a particular Replat Declaration being hereinafter collectively referred to as a "Section") and, among other things, may provide for, as applicable, (a) the type of Dwelling Units that may be constructed in the Section, and (b) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions for the Section as Developer shall deem appropriate.

2. Common Areas: Common Areas are those portions of the Total Property designated as, or dedicated for use as, "Common Areas" in this Declaration, in a Plat or on a Replat and shall only be used for "Common Area" purposes. "Common Area" includes any open spaces or facilities utilized or intended for use for athletic, recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking recreation and storage facilities. The permitted Purposes for which a particular Common Area may be utilized may be limited by any specific provisions of this Declaration, a Plat, a Replat, or any other document or instrument to which the particular Common Area in question is subject.

3. Association Property: All of the Association Property shall be owned and held by the Association, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance thereof and subject to the provisions of this Declaration and all applicable Plat or Replats. The costs of administering, operating, maintaining, repairing, replacing and reconstructing the Association Property, and any improvements to be maintained thereon, shall be a part of the Operating Expenses.

No portion of any Plat or Replat which constitutes exterior open area required by the ordinance of the City of Largo may be vacated if the result of such vacation would be that the minimum requirements for such open area under the City of Largo Ordinances applicable to CARIBBEAN COVE as a whole would thus be violated.

4. Use of Total Property Not Otherwise Restricted: Except as may be limited in this Declaration, a

Plat or Replat, Developer shall have the right to make such lawful uses of Total Property as Developer shall, from time to time, determine.

5. Developer's Reservation of Right of Use: Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of CARIBBEAN COVE, Developer hereby reserves for itself and its successor and assigns and the Association recognizes, agrees to and acknowledges that Developer and its successors and assigns shall have the right to the use of all Common Areas and all other Total Property for sales offices, models, construction, sales sites, signs, parking and such other reasonable uses in conjunction with and as part of its program of sale, leasing, constructing and developing of and within CARIBBEAN COVE without any cost to Developer, and its successor and assigns for such rights and privileges. For purposes of this Article III, Paragraph A, Subparagraph 5, the term "Developer" shall include any Lender (as defined in Article I hereof) which has loaned money to Developer to acquire or construct improvements upon Total Property or its successors and assigns if such Lender or its successors or assigns acquires title to any Total Property as the result of the foreclosure of any mortgage encumbering Total Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as herein set forth in this Article III, Paragraph A, Subparagraph 5, which are in addition to and in no way limit any other rights or privileges of Developer under any of the other CARIBBEAN COVE Documents, except as provided in Article XI, shall terminate upon Developer or its successors or assigns no longer owning any Total Property or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

B. Disputes as to Use.

In the event there is any dispute as to whether the use of Total Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, or any applicable Plat or Replat, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith, provided, however, any use by Developer or Successor Developer of Total Property or any parts thereof in accordance with

Subparagraph 5 of Paragraph A of this Article III shall be deemed a use which complies with this Declaration and all applicable Plat and Replats and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Value and Amenities of CARIBBEAN COVE.

In order to preserve the values and amenities of CARIBBEAN COVE, the following provisions shall be applicable to the Total Property:

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas, or otherwise ("Mining Activity") undertaken within any portion of the Total Property. Activities of Developer or its successor or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler or irrigation systems for any portions of the Total Property be deemed a Mining Activity.

2. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted or maintained on the Total Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of Total Property as are specifically permitted or contemplated by this Declaration, or a Plat or Replat shall not be deemed unreasonable, obnoxious or a nuisance.

3. Clothes Drying Areas: Clotheslines shall be prohibited.

4. Removal of Sod and Shrubbery; Alteration of Drainage, Etc.: Except for Developer's or its successor's acts and activities in the development of CARIBBEAN COVE, no sod, topsoil, muck, trees or shrubbery shall be removed from Total Property and no change in the condition of the soil or the level of the land of any Total Property shall be made which results in any permanent change in the flow or drainage of surface water of or within CARIBBEAN COVE. This paragraph shall not be construed to preclude the Board from making changes to the Lots, Common Areas, or Association property where such changes are necessary to the safety, preservation, and well being of the community. In such event, the Board is required to use professional engineering

**CARIBBEAN COVE ASSOCIATION
DECLARATION OF COVENANTS
AMENDMENT CHANGES**

Insert this amendment change before page 9 in your declaration of covenants

Article III, of declaration of Covenants, Part C, Page 9, Number 8

8. Radio equipment :

- A. No ham radios or radio transmission equipment shall be operated on the Total Property.
- B. Police Scanners, which have the potential to "listen in" on cordless phones or cell phone conversations shall not be allowed on the Total Property.

These changes were made by vote of two-thirds (2/3) of the majority of all homeowners. Amendments passed 04-20-1998

advice and make such advice available to each of the Owners.

5. Antennae and Aerials: No antennae or aerials of any kind shall be placed upon the Total Property.

6. Litter, Trash and Refuse: In order to preserve the beauty of CARIBBEAN COVE, all garbage, trash, refuse or rubbish shall be stored inside the garage of the Dwelling Unit or the Dwelling Unit itself until the time for pickup and removal. At no time shall storage be outside of the Dwelling Unit. Such garbage, trash, refuse or rubbish shall be deposited at the curb the day of pickup in containers which shall be approved by the Board.

7. Pools and Jacuzzi: No pools or jacuzzis of any kind shall be permitted outside the Dwelling Unit.

8. Radio Equipment: No ham radios or radio transmission equipment shall be operated on the Total Property.

9. Subdivision and Partition: The Lots shall not be subdivided further than as provided in this Declaration, in any Plat or Replat.

10. Casualty Destruction to Improvements: Notwithstanding the ownership of a Dwelling Unit by a Dwelling Unit Owner, the Association, nevertheless, shall have the obligation, duty, and responsibility for maintenance, repair, replacement, alteration, and improvement of all improvements, property, structures and facilities in the Common Areas as well as those improvements, buildings and structures existing outside the following boundaries of the Dwelling Unit:

A. The upper and lower boundaries of the Dwelling Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries shall be the surface of the unfinished ceilings of the Dwelling Units.

(2) Lower Boundaries shall be the surface of the unfinished floors of the Dwelling Unit.

B. The perimetrical boundaries of the Dwelling Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each

other and with the upper and lower boundaries. Nothing shall be construed to preclude the permanent enclosure or addition to a Dwelling Unit, and upon such approval by the Board, the boundaries and size of the Dwelling Unit shall be automatically enlarged. The Association shall maintain, and replace and repair at the Association's expense, all such facilities, improvements and structures outside of such boundaries and such structures or improvements which are contributing to the support of the building, which portions shall include but not be limited to, load bearing columns and load bearing walls, rafters, braces, party walls, but exclusive of interior surfaces, wall coverings, paint, carpeting and such. The Association shall be responsible for all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Unit up to the boundary as herein described. Anything within the boundaries as herein described are the Unit Owners responsibility and essentially, it shall be considered that his responsibility shall extend to all facilities that are exposed to his use. The Association shall provide and carry such insurance as is necessary to reconstruct, repair or replace in the event of casualty or loss.

The Dwelling Unit Owner shall have the responsibility for maintenance, repair and replacement at his expense all interior portions of the Dwelling Unit and within the boundaries of the Dwelling Unit, and the heating and air conditioning units which service the Dwelling Unit. Also included within such Owner's responsibility shall be windows, screens and doors, and exterior recreation facilities. All such maintenance and repair and replacement by Owner shall be done without disturbing the rights of the other Dwelling Unit Owners.

There is hereby established a specific prohibition to modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Dwelling Unit's exterior or to alter, modify, paint or otherwise decorate or change the Dwelling Unit in such a manner so that its outward appearance has been changed. In order to so change, prior written approval, in writing of the Dwelling Unit Owners of seventy-five percent (75%) of all the Units in the Total Property must be obtained and the approval of seventy-five percent (75%) of the Directors of the Association.

11. No Implied Waiver: The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restriction contained herein or in

**CARIBBEAN COVE ASSOCIATION
DECLARATION OF COVENANTS
AMENDMENT CHANGES**

Insert these amendment changes before page 11 in your Declaration of Covenants

Article III, of Declaration of Covenants, Part C, Page 11, Number 13, 14, and 16

13. One Real Estate Sign "for sale" sign (1 ½ x 2 ft. or 432 sq. in.) may be displayed in front of unit for sale. An additional "for sale" sign of approximate equal size may be displayed at the entrance on Currie Lane to accommodate real estate companies.

14. No Animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that no more than one (1) pet in the aggregate may be kept in any such Dwelling or Lot. (Note: Board approval is necessary for any additional pets or exceptions.) Lessees shall not be permitted to have pets of any kind. All pets shall be kept and maintained inside the Dwelling Unit. All pets shall be placed on a leash when outside the Dwelling Unit. Pet excrement must be picked up immediately by the pet owner(s).

16. Parking of any motor vehicle shall be prohibited on all roadways and common areas except where parking areas are designated. Motorhomes, trucks, step vans, boats, trailers, and commercial vehicles must be parked in the storage area designated by the Association for such purpose or must be concealed wholly within the enclosed garage of the Dwelling Unit. Vans or conversion vans of eighteen (18) feet or less, that do not contain potentially explosive propane systems or potentially unhealthy black (sewage)/gray water (dishwater) systems (which spills could become a health hazard) that are of a noncommercial type and are used as a primary vehicle for the residents may be parked in the Common Areas designated for parking or in the Dwelling Unit garage or driveway.

These changes were made by vote of two-thirds (2/3) of the majority of all homeowners. Amendments passed 4-20-1998

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other of the CARIBBEAN COVE Documents (including the Rules) now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the CARIBBEAN COVE Documents.

12. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Total Property, or any Lot nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, and by an architectural review committee composed of three (3) or more representatives appointed by the Board. The plans, specifications, and procedures for approval shall be as set forth in Article VD3 hereafter. However, should the Board refuse, then the structure or addition or improvement cannot be made.

13. No sign of any kind shall be displayed to the public view or in any Dwelling Unit or Lot or Common Area except a one family name sign of not more than 144 square inches, except those signs deemed necessary by the original Developer, his successors or assigns, unless approved by the Board.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than one (1) pet in the aggregate may be kept in any such Dwelling or Lot. Such pet can only be kept by the first purchaser. Thereafter, no subsequent owner shall be permitted a pet, nor can the pet of an initial owner be replaced. Lessees shall not be permitted to have pets of any kind. All pets shall be kept and maintained inside the Dwelling Unit. All pets shall be placed on a leash when outside the Dwelling Unit. Pet excrement must be picked up immediately by the pet owner.

15. No fence shall be erected on any Lot except as built by the original Developer or as approved by the Board and architectural review committee.

16. Parking of any motor vehicle shall be prohibited on all roadways and Common Areas except where parking

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Insert this amendment change before page 12 in your declaration of covenants

Article III, Declaration of Covenants, Part C, Page 12, Number 20

This is a new amendment for our Covenants and is to be added after number 19.

- 20. Garage Doors:** Homeowners are expected to keep their garage doors closed to prevent liability problems with children getting hurt or loss of tools, stored items, etc. If the garage becomes too hot it is permissible to open the garage door a foot or so to ventilate.

These changes were made by two-thirds (2/3) of the majority of all the homeowners. Amendments passed 04-20-98

areas are designated. Recreational vehicles, trucks, step vans, boats, trailers, and commercial vehicles must be parked in the storage area designated by the Association for such purpose or must be concealed wholly within the enclosed garage of the Dwelling Unit. Vans of a noncommercial type that are used as a primary vehicle for the residents may be parked in the Common Areas designated for parking or in the Dwelling Unit garage.

17. No school bus or other type of autobus shall be permitted to enter the residential community for pickup or discharge of passengers.

18. Trailers, tents, shacks, barns or any temporary building or structure of any nature are expressly prohibited within this subdivision, and no temporary residence shall be permitted in unfinished residential buildings.

19. Leases of Dwelling Units are restricted. Leases shall not be less than ninety (90) days. Dwelling Units shall not be leased more than twice in any twelve (12) month period. Notice must be given to the Association of any lease and shall include the name of the lessee, the number of occupants and the duration of the lease term. In the event any lessee shall violate the rules and regulations established by the Board, or any of these covenants, and such violation shall continue for ten (10) days after notice to the lessee, then the Board shall be entitled to terminate the lease and the lessee shall be obligated to leave the Dwelling Unit.

D. Board Approval of Improvements to Lots, Dwelling Units, Etc.

In order to preserve the values and appearances of CARIBBEAN COVE, the following restrictions upon the Total Property are hereby established:

1. Requirement of Board Approval: Except for Dwelling Units, buildings and other structures and improvements constructed, installed or placed by or with the approval of Developer, landscaping and plantings installed by or with the approval of Developer, additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer improvements are not subject to the approval of the Board, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure,

future parcel, including but not exclusive of the use for the placement or operation of office space, construction space, storage, signage and use for travel over and across such property for access, ingress and egress or for the placement of utilities or any amenity useful or necessary including the establishment of appropriate easements, which in the sole judgment of the Developer is necessary to the operation, maintenance, development or establishment of any future parcels. It shall not be construed hereby, that any such use or reservation shall be reserved in any Dwelling Unit, other than those owned by the Developer.

Developer reserves the absolute right to expand the Total Property operated by the Association to include such future parcels and to cause such future parcels to be operated, maintained and governed by the Association.

ARTICLE XII

LOT 1 - EXEMPTION FROM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1. Notwithstanding anything set forth in these covenants, conditions and restrictions, Lot 1, the Dwelling Unit located thereon and its owners are and shall be exempt from the application of portions of these covenants, conditions and restrictions. The Declarant, Developer and Association and those who have consented hereto acknowledge that at the time of the development of the Subdivision, CARIBBEAN COVE, and the establishment of these covenants, conditions and restrictions, that the Dwelling Unit of the Declarant existed and that the age of the Dwelling Unit is substantially greater than the new Dwellings to be constructed in the Subdivision, its yard area is substantially larger and the Dwelling Unit is a free standing unit without party wall and contains such other unique conditions that make it subject to exemption from these covenants, conditions and restrictions.

2. Notwithstanding the exemptions as hereinafter provided, the owners of Lot 1, and the Dwelling Unit nevertheless shall be obligated to maintain the Lot and its Dwelling Unit in a neat and orderly condition in the same manner in which the Association maintains the balance of the subdivision including but not limited to the care of the lawn, landscaping, shrubbery, appearance of the Dwelling Unit, and in all other respects to maintain the Lot and the Dwelling Unit in a reasonably good appearance. That should the Owner fail to do so, then the Association, upon thirty (30) days written notice, and the failure of the Owner of Lot 1 to

remedy, then the Association may maintain, clean-up or otherwise improve the appearance of Lot 1 and charge the Unit Owner therefor.

3. Lot 1 shall not be chargeable with any assessments of any kind, maintenance fees, utility charges, insurances, taxes, administrative or operating expenses, costs of reconstruction, repair, maintenance or replacement, or for any obligation for special assessments, extraordinary assessments, reserves or miscellaneous expenses of the Association and shall not in any way be chargeable for any costs or charges of the Association.

4. Lot 1 shall have one vote in the Association but shall not be permitted to use the pool or any of the recreation facilities.

5. Lot 1 shall be permitted one inground pool built and constructed in accordance with the codes and regulations of the City of Largo.

6. Lot 1 shall maintain its own insurances, including but not limited to general liability and general fire and hazard insurances generally known as a homeowners policy upon the improvements and shall be responsible in all cases for maintaining the Dwelling Unit and its structures in a good and safe condition.

7. Lot 1 shall abide by and adhere to all of the terms and conditions for usage as is described in Article III, paragraph C, 1-18, except for the following:

A. Lot 1 shall be permitted a single clothes drying area so long as it is located on the southeast portion of Lot 1.

B. Lot 1 shall be permitted to install certain shrubberies, trees and landscaping so long as it is properly maintained by the Owner of Lot 1.

C. Lot 1 shall be permitted antennaes or aerials until such time as cable TV is brought to the property site at which time the cables and antennaes shall be removed within a sixty (60) day period.

D. Lot 1 shall be permitted one pool or jacuzzi or combination, all of which shall be inground and built in accordance with the plans and specifications as permitted by the City of Largo.

E. The Association shall not have the responsibility with respect to Lot 1 as it relates to paragraph 10 of this article paragraph C, but same shall be the sole responsibility of the Owner of Lot 1.

F. The Owner of Lot 1 shall be permitted to park a single recreation vehicle and/or boat and motor vehicle on Lot 1, and not in a garage area so long as they are located on the southeast portion of the real property or in a driveway or garage.

G. A single shed shall be permitted to be constructed upon the real property so long as the shed is located on the east or southeast portion of Lot 1.

8. To the extent of repair, replacement or refurbishing of the Dwelling Unit on Lot 1, the Architectural Review Committee shall not have control over such replacement, repair or renovation so long as the same is done in a workmanship like manner and in accordance with the Code as established by the City of Largo. In the event that the entire Dwelling Unit or more than fifty percent (50%) of the Dwelling Unit is destroyed and a reconstruction and repair should occur, then the Architectural Review Committee shall have reasonable discretion as to the nature and construction of the improvements as it relates to general architecture and demeanor of the improvements constructed.


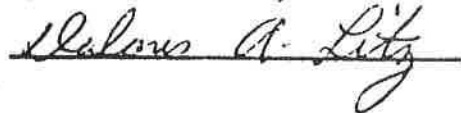
9. These exemptions shall not inhibit or preclude the use of any of the easement areas, roadways, ingresses or egresses to the Subdivision by the owners of Lot 1 or any of its guests, invitees, or licensees.

10. These exemptions set forth on this Article, shall not be modified or changed, except with the written consent of the Declarant, or its successors.

¶14

IN WITNESS WHEREOF, this Declaration of Protective Covenants and Restrictions for CARIBBEAN COVE has been signed by Developer and the Association on the day and year first above set forth.

Signed, sealed and delivered
in the presence of:

ANCHOR CONSTRUCTION CO., INC.

By:  (SEAL)
JAMES P. LUTZ, President

CARIBBEAN COVE ASSOCIATION, INC.

Dolores A. Litz

By: James P. Litz (SEAL)
President

Michael J. Litz

Dolores A. Litz

George E. Johnston (SEAL)
GEORGE E. JOHNSTON

Michael J. Litz

Dolores A. Litz

Dolores S. Johnston (SEAL)
DOLORES S. JOHNSTON
Dolores

STATE OF FLORIDA)
COUNTY OF Pinellas)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, JAMES P. LITZ, as President of ANCHOR CONSTRUCTION CO., INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the use and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 1988.

Dolores A. Litz
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 24, 1990
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF Pinellas)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, James P. Litz, as President of CARIBBEAN COVE ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the use and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 1988.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 24, 1990
BONDED THRU GENERAL INS. UNO.

Dolores A. Litz

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF Pinellas)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, GEORGE E. JOHNSTON and DOLORES S. JOHNSTON, to me known to be the persons who signed the foregoing instrument and they acknowledged that the execution thereof was of their own free act for the use and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 1988.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 24, 1990
BONDED THRU GENERAL INS. UND.

Polons A. Litz
Notary Public

My Commission Expires:

RAL#5/CAR.DEC1-27
RAL/sc:88-59/4/5/88-2