

**DECLARATION**

**OF**

**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION, made on the date hereinafter set forth by SUNSTYLE HOMES CORPORATION, a Florida corporation, hereinafter referred to as "Declarant" or "Developer."

**W I T N E S S T H:**

WHEREAS, Declarant is the owner in fee simple of certain real property in the County of Pinellas, State of Florida, which property is more particularly described as:

BELLE, OAK VILLAS UNIT 1, as recorded in Plat Book 91, Page 41 through 42 Public Records of Pinellas County less and except Parcel 1, as shown thereon.

NOW, THEREFORE, Declarant hereby declares that the properties described hereinabove shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

**Section 1.** "Association" shall mean and refer to BELLE OAK VILLAS HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

**Section 2.** "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such

interest merely as security for the performance of an obligation.

**Section 3.** "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is as shown on the plat of BELLE OAK VILLAS UNIT 1, as recorded in Plat Book 91, page 41 through 42 Public Records of Pinellas County (the "Plat").

**Section 4.** "Unit or Lot" shall mean any residential unit or lot shown on the recorded subdivision plat as referred to herein with the exception of the common areas. "Dwelling" shall mean any residential structure located within the subdivision.

**Section 5.** "Properties" or "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 6.** "Declarant" or "Developer" shall mean and to Sunstyle Homes, Corp., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7.** "Contiguous Units" shall mean that grouping of units or dwellings of the number of two (2) or more which share the same roof structure or share one or more party walls.

**Section 8.** "Member" shall mean every person or entity who holds membership in the Association as hereafter provided.

**Section 9.** "Maintenance of Common Areas and Easements" mean the exercise of reasonable care to keep any buildings, roads, landscaping, lighting, utilities and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

## **ARTICLE II - PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Common Area which right and easement shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Recreation Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Easements of Encroachment.** There shall exist reciprocal appurtenant easements as between adjacent units and between each unit and any portion or portions of the Common Area(s), adjacent thereto, for any encroachment due to unwillful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than six (6) feet as measured from any point on the common boundary between the adjacent units and between each unit and any adjacent portion of the Common Area(s), along a line perpendicular to such boundary at such point. No easement for encroachment

shall exist as to any encroachment occurring due to the willful conduct of an Owner.

**Section 4. Other Easements.**

(a) Utilities. Easements for installation and maintenance of utilities, drainage facilities and access and ingress are shown on the recorded subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation or change the direction of flow of drainage facilities in the easements. Parcel 1 shown on the Plat shall have the right of ingress and egress to the real property described hereinabove and shall have the right to tap on to the utility lines on any master meter at standard rates therefor. The easement area of each lot and all improvements, including landscaping, therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, of which a public authority or utility company is responsible; and except for improvements for which the Association is specifically responsible.

(b) Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and quasi-public utility corporation, their employees and contractors and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-entry are reserved.

**Section 5. Right Of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter the unit or lot at any reasonable hour of the day or in the event of any emergency., at any hour of the night upon timely notice to the Owner thereof, to perform such maintenance as may be authorized herein.

**Section 6. No Partition.** There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or any other person or entity acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

### **ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events,

- (a) when the total votes outstanding the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1990.

### **ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such

assessments established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area(s) and of the dwellings situated upon the properties.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$456.00 per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements & Taxes.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any

construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or Easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Except, however, special assessments for taxes, as defined in Section 7(a) herein, shall not require a vote of or prior approval from the members.

**Section 5. Notice and Quorum for Any Action Authorized**

**Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

**Section 7. Taxes.** It shall be the obligation of the Association commensurate with the ownership of the Common Areas that:

(a) the Association shall pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common areas and improvements thereto or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas;

(b) the Association will assess, as defined hereinabove, against each and every member a "pro-rata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon

the premises and improvements or any part thereof that may become due and payable during the term of ownership of the Common Area(s) by the Association, such pro-rata share to be secured from default by the personal obligation of each and every individual unit or lot Owner who shall be a member of the Association by virtue of said ownership of individual lots and units;

(c) the pro-rata share of each individual unit or lot Owner shall be a part of the "cost" of ownership and maintenance and shall be assessed as set forth in Section 4 hereinabove to each individual Owner.

**Section 8. Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence as to all Lots on the first day or the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Notwithstanding any provision of this Declaration or the Association's Articles or By-laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum annual assessment permitted by Section 4 of the Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference,



herein called the Deficiency, shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year, its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

**Section 9. Effect on Non-payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area(s) or abandonment of his Lot.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any

assessments thereafter becoming due or from the lien thereof.

**Section 11. Budget.** The Association shall assess its members annually a pro-rata share (as set forth hereinabove), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any Manager or Management Company which may from time to time be employed by the Association to prepare such annual budget, and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each member shall be set forth by Declarant as an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association annually in accordance with and subject to the terms, conditions and covenants of the Declaration, the Articles and the By-laws of the Association. In the event at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowance made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year.

#### **ARTICLE V - ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location 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 of Directors of the Association, or by an

architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI - EXTERIOR MAINTENANCE**

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## **ARTICLE VII - PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall,

they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### **ARTICLE VIII - USE RESTRICTIONS**

**Section 1.** The subdivision shall be occupied and used only as follows:

(a) Each unit shall be used as a residence for a single family and for no other purpose.

(b) No business of any kind shall be conducted in any residence. with the exception of the business of Declarant and its transferees in developing all of the lots as hereinafter set forth.

(c) No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area.

(d) No sign of any kind shall be displayed to public view on a lot, unit or in the Common Area without the proper written consent of the Association, except customary name and address signs and, save and except on behalf of Developer, so long as Developer shall

offer for sale any lots/units within the subdivision, lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale or rent. After such time as Developer shall have sold the last remaining lot/unit held by Developer for sale or rent within the subdivision, the display of signs shall be governed by the Association as its members through the Association's By-laws shall permit.

(e) Nothing shall be done or kept on a lot or on or about the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law,

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes.

(g) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.

(h) No outbuilding, basement, tent, shack, garage, shed, trailer or temporary structure of any kind shall be permitted upon any lot or upon any of the Common Areas within the subdivision either temporarily or permanently.

(i) No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

