

DECLARATION OF RESTRICTONAUTUMN RUN

KNOW ALL MEN BY THESE PRESENTS that BEACON RUN HOMES OF FLORIDA, INC. ("Developer") being the owner in fee simple of all of BEACON RUN – UNIT 2 (the "Subdivision") according to the map of plat thereof as recorded in the Plat Book 78 Page 35-36, Public Records of the Pinellas County, Florida (the "Plat"), does hereby declare that the Subdivision and all the lots therein are subject to the restrictions as described below (the "Restrictions") which shall be deemed to be covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

ARTICLE IUSE RESTRICTIONS1. Residential Use.

All of the Subdivision shall be known and described as residential property and no more than one (1), detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one (1) lot may be used for one (1) dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat, or as reserved in Paragraph 4 of this Article.

2. Structures.

No Structure shall be erected nearer than twenty (20) feet from a Front or Side Street Lot Line. No Structure (excluding pools and thin screen enclosures) shall be erected nearer than six (6) feet from a Side Lot Line or nearer than fifteen (15) feet from a Rear Lot Line. A swimming pool may not be located in the Front Yard of any lot. The terms "Structure" and "Front Yard" shall the meaning ascribed by the County Zoning Regulations in effect as of the date of recording these Restrictions. The terms "Front Street", "Side Street", "Side Lot Line", and "Rear Lot Line" are used in Exhibit A attached hereto and incorporated herein by reference.

3. Dwellings.

No dwelling shall have a ground floor square foot area of less than nine hundred (900) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purpose of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a one (1) car garage attached to and made a part of the dwelling. No dwelling shall exceed two and one-

half (2-1/2) stories nor twenty-five (25) feet in height. All dwellings shall be constructed with paved driveways and grassed front, side and rear lawns, provided that the lot areas designed on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have shrubbery planting in front of the dwelling.

4. Easements.

Perpetual easements five (5) feet in width for the installation and maintenance of utilities, drainage and water retention areas and courses, and for access to and from easement areas shown on the Plat (such easements being in addition to and shown on the Plat) are hereby reserved to the Developer along the Rear Lot Line and Side Lot Line of all lots, and perpetual easements for the installation and maintenance of utilities, drainage and water retention areas and courses are hereby reserved to Developer in and to all utility easement and drainage easement areas shown on the Plat, and the Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas, or to install or maintain the drainage areas, water retention areas and courses, utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas reserved pursuant to this paragraph, as well as the easement areas shown on the Plat, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the maintenance of drainage or water retention areas and courses, access, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement areas of each lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

5. Use of Accessory Structures.

No tent, shack, garage, barn, utility shed or other building other than the dwelling shall, at any time be erected and used on any lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the Subdivision.

6. Commercial Use and Nuisances.

No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, its agents or designated assigns, has the right to (I) use lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices,

and (II) maintain furnished model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Developer's rights under the preceding sentence shall terminate on January 1, 1981, unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pinellas County, Florida. It is the express intention of this Paragraph that the rights granted Developer to maintain sales offices, general business offices and furnished model homes shall not be restricted or limited to Developer's sales activity relating to the Subdivision, but shall benefit Developer in the construction, development and sale of such other property and lots which Developer may own. Developer, however, may impose such restrictions or limitations in assigning its rights under this Paragraph, and such assignments may be total or partial, exclusive or non-exclusive.

7. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without consent of the owner of such lot; and provided further that no more than a total of two (2) animals may be kept on any lot. All animals shall be on a leash when outside of the owner's lot.

8. Fences.

A. Fence Locations, Height and Materials.

Walls, hedges or fences may be constructed of a height not to exceed six (6) feet as follows: Along (I) the Side Lot Lines, subject to Subsection 8.B (II); (II) the Rear Lot Line; (III) the Rear Dwelling Line; and (IV) the Front Dwelling Line. An illustration of the permissible location of walls, hedges and fences is set forth on attached Exhibit A.

Fences shall only be made of cypress or other wood materials.

B. Fence Prohibitions.

No walls, hedges or fences may be constructed in the following areas:

(I) Between the street facing the front of the dwelling (the "Front Street") and a straight line connecting the front living area of the dwelling to the Side Lot Lines (the "Front Dwelling Line");
(II) between the street facing the side of the dwelling (the "Side Street") and a straight line connecting the side the dwelling to the Rear Lot Line ("Side Dwelling Line").

C. Special Provisions.

Notwithstanding anything to the contrary, walls, hedges or fences of a height not to exceed six (6) feet may be constructed behind the Rear Dwelling Line when such surround the immediate

perimeter of a terrace or patio area, and are attached to or adjoin the dwelling. The provisions of Paragraph 8 of Article I shall not apply to completely enclosed screen areas attached to the dwelling.

D. Definitions.

The terms “Front Dwelling Line”, “Side Dwelling Line” and “Rear Dwelling Line” are as used in Exhibit A.

9. Vehicles.

No vehicle shall be parked in the Subdivision except on paved streets, paved driveways, or in garages. No trailers, trucks or vehicles which are primarily used for commercial purposes, other than those present on business, may be parked in the Subdivision at any time; provided, however, a commercial truck or vehicle owned or used by a lot owner shall be permitted if parked inside of a garage and kept concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view.

10. Storage.

No lot shall be used for storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

11. Clothes Hanging and Antennas.

Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, or electronic antennas (except TV antennas) or aerials shall be allowed; however, antennas or aerials which are installed so as to be completely concealed from the public view, such as in attics or garages shall be permitted.

12. Ponds.

Ponds and other water retention areas (“Ponds”) within the Subdivision are for the exclusive use of the owners and occupants of those lots on which such ponds are located. In no event, however, shall any pond be used for swimming, bathing or boating purposes.

13. Lot Upkeep.

All owners of lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If owners of such lots fail, in the Developer’s sole discretion, to maintain their lot as required herein, Developer is hereby authorized, after giving the property ten (10) days

written notice to correct said violation, but shall not be hereby obligated, to so maintain their lot and said owners shall reimburse Developer for actual cost incurred therewith.

14. Signs.

No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24". Notwithstanding anything to the contrary herein, Developer, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and up to 8' x 12' for the purpose of selling lots and/or houses until January 1, 1981, in the Subdivision and shall have the exclusive right to use the words "Autumn Run" by themselves, or in combination with other words. Any assignment of rights hereunder by Developer may be total or partial, exclusive or non-exclusive.

15. Architectual Control.

Prior to the commencement of work described therein, all building plans (including plot plan, grading plan and material lists) for the original construction, alteration or addition of Structures, or for the erection of walls, hedges, fences, all plans for the Landscaping of Side Yards and Rear Yards that abut public streets, and all plans or agreements relating to the color to be used on the exterior of a Structure, shall be approved in writing by Developer, its successor or designated assigns. Developer shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. Failure for the Developer to disapprove the plans within 30 days will constitute automatic approval.

The rights granted to Developer under this Paragraph shall terminate on January 1, 1982, unless prior thereto Developer has indicated its intention to abandon such rights by written instrument among the Public Records of Pinellas County, Florida.

16. Amendments and Modification by Developer.

Notwithstanding any provisions of these Restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority at its sole discretion for a period of three (3) years from the date of recording of these Restrictions to amend, modify or grant exceptions or variances from any use of the Use Restrictions set forth in Article I of these Restrictions without any liability therefore to owners of other lots in the Subdivision or any other person or entity, whether private or governmental, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth in Article I of these Restrictions. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of the dwellings, pertaining to fence size, location or composition, or pertaining to the location of Structures on a lot in the Subdivision shall be conclusively deemed to be within the authority and right of the Developer under this Paragraph. Any assignment of rights hereunder by Developer may be total or partial, exclusive or non-exclusive.

17. Assignment.

The conveyance of title by Developer to any lot or lots in the Subdivision shall not act or operate as a conveyance or assignment of any of Developer's rights reserved in Paragraphs 4, 6, 13, 14, or 15 of Article I of the Restrictions, which rights can only be assigned or conveyed by specific separate written instruments.

ARTICLE II

MISCELLANEOUS

1. Term and Amendment.

These Restrictions shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a majority of owners of the lots in the Subdivision, has been recorded in the Public Records of Pinellas County, Florida, which said instrument may agree to alter or rescind these Restrictions in whole or in part except as hereinafter specifically provided. Subject to the provisions of the Section 15 of Article I, these Restrictions may be amended by not less than seventy-five percent (75%) of the owners of the lots in the Subdivision. No amendment of the Restrictions shall require Developer to relinquish any rights reserved to Developer under the Restrictions or require a lot owner to remove any Structures or fence constructions in compliance with the Restrictions existing on (I) the date on which the construction of such Structures or fence commenced, or (II) the date on which such owner took title to his lot if the construction or such Structures or fence commenced within ninety (90) days of his taking title.

2. Enforcement.

If any person, firm, or corporation or their heirs or assigns shall violate or attempt to violate any of these Restrictions, it shall be the right of the Developer or any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such person from doing so or to recover damages, and if such person is found to in the proceedings to be in violation or attempting to violate these Restrictions, he shall bear all expenses of the litigation including reasonable attorney's fees and court costs, including costs of appeal, or other dues for such violation. Developer shall not be obligated to enforce these restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any of these provisions of these Restrictions upon breach thereof shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior to subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent the Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

3. Severability.

Invalidation of any of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. Deed Restrictions.

Developer may include in any deed restrictions hereinafter made conveying lands in the Subdivision any additional restrictions or covenants not substantially inconsistent with these Restrictions and any utilities or drainage easements.

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed in its name, under its Corporate Seal, but a duly authorized officer, and has executed the same on this 30th day of September, 1980.

AUTUMN RUN \ BEACON RUN, INC.

By
President

Attest:
Assistant \ Secretary