

Declaration of Restriction (Deed Restrictions):

For clarification, even if a homeowner or resident has chosen not to become a member of the voluntary ARBR Homeowners' Association, you are still required to comply with the Deed Restrictions initiated by the developers in 1978 (Autumn Run) & 1980 (Beacon Run). These Deed Restrictions are covenants that run with the land and by purchasing your property, you are required by law to comply. In addition, the developers' rights were assigned to the ARBRHA:

- US Home Corporation assigned 3/20/2007 and accepted by ARBRHA on 4/4/2007.
- Beacon Homes of Florida, Inc assigned and accepted by ARBRHA on 6/20/2008

as specified in Article II, paragraph 17 of the Declaration. These documents granted the Developers' rights to the ARBRHA to exercise and enforce any and all rights as specified in the Declaration of Restrictions for all units of Autumn Run and Beacon Run subdivisions.

As quoted in Article II, Paragraph 1,

“These restrictions shall run with the land, regardless of whether or not they are specially 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 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”.

This means that these restrictions are still in effect since no revisions or changes were executed by 75% of the homeowners at the expiration of the 30 years.

Under Article II, Paragraph 2, Enforcement,

It is the right of the ARBRHA (as assignee of the developers' rights), to enforce any or all of these restrictions. In addition, it states “Failure 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 enforcement of these Restrictions.

That said, after consultation with our attorney, the ARBRHA has chosen to enforce or modify the enforcement of the following:

Article I

- Paragraph 5, Use of Accessory Structures
We will not enforce the accessory structures if they are located behind a fence.
- Paragraph 8, Fences
We are permitting fence material made out of PVC or plastic since these materials were not in existence at the time of the Declaration and, in fact, improve the appearance of the subdivision.
- Paragraph 9, Vehicles
Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles may be parked behind fences.
- Paragraph 10, Storage
No lot shall be used for storage of rubbish or other waste. Trash/garbage containers are permitted to be stored at the sides of the dwelling.
- Paragraph 13, Lot Upkeep
This paragraph will be enforced in order to reduce or eliminate rats, snakes and other pests.

The ARBRHA reserves the right to enforce any of the remaining restrictions even though they are not listed in this notice.