

Windtree Oaks Homeowners' Association, Inc.

Condominium Declaration



CONDOMINIUM
MANAGEMENT
GROUP, INC.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2018122051 04/19/2018 09:50 AM
OFF REC BK: 20018 PG: 2607-2609
DocType: RST RECORDING: \$27.00

This Instrument Prepared
By and Return to:
Joseph M. Murphy, Esq.
DeLoach, Hofstra & Cavanis, P.A.
8640 Seminole Blvd.
Seminole, FL 33772
#10014 Windtree Oaks HOA

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF WINDTREE OAKS**

THIS IS TO CERTIFY THAT:

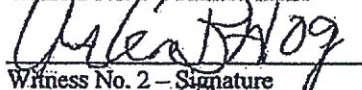
1. Attached hereto as Exhibit "A" is a Resolution amending the Declaration of Covenants, Conditions and Restrictions of WINDTREE OAKS. Same was duly adopted by the membership of WINDTREE OAKS HOMEOWNERS ASSOCIATION, INC., at a membership meeting duly held on November 29, 2017.
2. The Declaration of Condominium of WINDTREE OAKS, is recorded in O.R. Book 5747, Page 1645, et seq., Public Records of Pinellas County, Florida, as amended.
3. The Plat pertaining to WINDTREE OAKS is recorded in Plat Book 87, Page 14, et seq. of the Public Records of Pinellas County, Florida.

Executed at Pinellas County, Florida, on this 16 day of APRIL, 2018.

WINDTREE OAKS HOMEOWNERS'
ASSOCIATION, INC.


Witness No. 1 - Signature

Chris McKenna
Witness No. 1 - Printed name


Witness No. 2 - Signature

Arlene Balog
Witness No. 2 - Printed Name

By: 
JANE DEKORTE, Its President

Sherry Money
Witness No. 1 - Signature

Sherry Money
Witness No. 1 - Printed name

RU
Witness No. 2 - Signature

RUSSELL MUNDORA
Witness No. 2 - Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of April, 2018, by JANE DEKORTE, as President of WINDTREE OAKS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

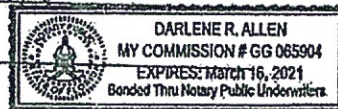
Mary E. Diez
(Signature of Notary)
MARY E. DIEZ
(Name of notary, printed or stamped)



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16 day of April, 2018, by DEBORAH HAMMAR, Vice President of WINDTREE OAKS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me or has produced Florida Driver's License Exp 6/4/19 as identification.

Darlene R. Allen
(Signature of Notary)
(Name of notary, printed or stamped)



Notary Public

(Serial Number, if any)

**RESOLUTION AMENDING DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDTREE OAKS**

RESOLVED, that the following be added as Section 29 of Article 4.

"Section 29. No Leasing. No Lot or the Residential Dwelling constructed upon
any Lot shall be leased."

RESOLVED, that the remaining terms, provisions, and conditions of the Declaration of Covenants, conditions, and Restrictions for Windtree Oaks, are hereby ratified, confirmed, and approved.

EXHIBIT "A"

88141567

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**CERTIFICATE OF AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WINDTREE OAKS**

THIS IS TO CERTIFY THAT:

1. Exhibit "A" attached hereto is a Resolution amending the Declaration of Condominium of WINDTREE OAKS, A CONDOMINIUM.

2. The Declaration of Covenants, Conditions, and Restrictions of WINDTREE OAKS is recorded in O.R. Book 5747, Page 1645 et seq., Public Records of Pinellas County, Florida, which was amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Windtree Oaks recorded at O.R. Book 5848, Page 245, et. seq., Public Records of Pinellas County, Florida, and which was further amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions For Windtree Oaks recorded at O.R. Book 6101, Page 2260, Public Records of Pinellas County, Florida.

3. The Resolution attached hereto as Exhibit "A" was duly adopted by a majority of the members of the WINDTREE OAKS HOMEOWNERS ASSOCIATION, INC., at a meeting duly held on April 21, 1988, in accordance with the requirements of the Articles of Incorporation and the By-Laws of WINDTREE OAKS HOMEOWNERS ASSOCIATION, INC.

4. The adoption of said Resolution appears upon the Minutes of the above-mentioned meeting and is unrevoked.

Executed at St. Petersburg Pinellas County,
Florida, on this 17th day of May, 1988.

WINDTREE OAKS HOMEOWNERS' ASSOCIATION,
INC., a Florida non-profit corporation

By: Robert D. Pettie (P.S.)
President

Attest: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Robert D. Pettie
and John Cross
as President and Secretary respectively of WINDTREE OAKS HOMEOWNERS'
ASSOCIATION, INC., a Florida non-profit corporation, on this 17th day of
May, 1988, on behalf of said association.

[Signature]
Notary Public - State of Florida.
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES, MAY 19, 1992.
PENALTY FOR VIOLATION: \$100.00

This instrument was prepared by:

RETURN TO: PETER T. HOFSTRA, of
DeLoach & Hofstra, P.A.
8486 Seminole Boulevard
Post Office Box 3390
Seminole, Florida 34542

TCS#18/CERT-WIND

RECORDED FOR PLANNED
COUNTY OF PINELLAS
08 JUN 14 PM 4:41

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RESOLUTION AMENDING DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WINDTREE OAKS

RESOLVED that Section 24 of Article 3 which currently reads as follows:

"No basketball goal, backboard, hoop or net shall be erected on any lot or attached to any residential unit within this project so that the same is visible from a road or street.",

is hereby amended to read as follows:

"(a) Basketball Goals. No basketball goal, backboard, hoop or net (hereinafter collectively referred to as "basket") shall be erected or maintained on any lot or attached to any Residential Dwelling if:

(1) it is located in front of any Residential Dwelling located on a lot; or

(2) it is located within fifty (50) feet of the front lot line of a lot; or

(3) With respect to a corner lot:

(a) it is located on the street side of any Residential Dwelling located on a lot; or

(b) it is located within thirty-five (35) feet of the street side lot line of a lot.

(b) Any basket to be erected shall be submitted to the Architectural Committee for approval as required in Article 3. Any basket that will be visible from the streets must be screened from view by landscaping or other means acceptable to the Architectural Committee under the guidelines of Article 3, Section 4, so that no undesirable affect on the neighborhood results."

RESOLVED THAT, the terms, provisions, and conditions of the Declaration of Covenants, Conditions, and Restrictions for Windtree Oaks, except as amended herein, are hereby ratified, confirmed, and approved.

WINDTREE OAKS HOMEOWNERS' ASSOCIATION,
INC., a Florida non-profit corporation

Dated: 5/17/88, 1988

By: Robert D. Pettit, President

Attest: John T. Jones, Secretary

TCS#16/WIND-RES

EXHIBIT "A"

85225167

O.R. 6101 PAGE 2260

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDTREE OAKS

THIS AMENDMENT, made this 22nd day of October, 1985,
by WINDTREE OAKS HOMEOWNERS' ASSOCIATION, INC. a Florida corporation
not-for-profit (hereinafter "Association").

R E C I T A L S:

18 18129495 77 1. 240C

40 9.00

WHEREAS, Pinellas Service Corporation, a Florida corporation, on or about April 27, 1984 caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Windtree Oaks in O.R. Book 5747 at Page 1645 et seq. (the "Declaration") which was amended by that certain amendment recorded in O.R. Book 5848 at Pages 245 and 246, Public Records of Pinellas County, Florida; and

WHEREAS, A majority of the members of the Association at the annual meeting of the Association held on September 30, 1985, voted to amend said Declaration pursuant to the provisions of Article 10, Section 3 thereof.

NOW, THEREFORE, by execution hereof, the Declaration of Covenants, Conditions, and Restrictions for Windtree Oaks is hereby amended as follows:

Article 1, Section 5 is amended and restated in its entirety to read as follows:

"Common Improvements" shall mean the entrance signage and perimeter wall described herein and any landscaping located between the perimeter wall and adjacent streets.

Article 7, Section 1 is amended and restated in its entirety to read as follows:

Maintenance. The Association shall maintain and keep in good repair the Common Improvements consisting of the signage constructed at the entrances to the project, the perimeter wall around portions of the project and the landscaping located between the perimeter wall and adjacent streets. Such maintenance to be funded as hereinafter provided.

Article 7, Section 2 is amended and restated in its entirety to read as follows:

Expenditures for Common Improvement Maintenance. Expenditures for maintenance shall include, but not be limited to, reasonable costs incurred in cleaning, painting, repairing, replacing, or otherwise maintaining, the common improvements in order to keep said improvements in good condition or in a state of good repair.

OFFICE OF
JAMES A. BROWN
ATTORNEY AT LAW
PENSACOLA, FLORIDA

This instrument was prepared by
D. MICHAEL SPEARS
of PETER & SAUL, P.A.
Attorneys
100 Second Avenue South, Suite 708
St. Petersburg, Florida 33731

All other terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Windtree Oaks not modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the Association has caused these presents to be executed the day and date first above written.

Witnesses:

Gronni B. Schuch
Brenda Lee Christian

WINDTREE OAKS HOMEOWNERS'
ASSOCIATION, INC., a Florida
corporation not-for-profit

By: *Peter J. Blank*
Peter J. Blank as President

Attest: *Robert L. Carr*
Robert L. Carr, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Windtree Oaks was executed before me this 22nd day of October, 1985, by PETER J. BLANK and ROBERT L. CARR as President and Secretary of Windtree Oaks Homeowners' Association, Inc., as the free act and deed of said corporation.

Brenda Lee Christian
Notary Public - State of Florida

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires AUG. 22, 1987

9:00
9:00

01500032

015848 PAGE 245

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDTREE OAKS

THIS AMENDMENT, made this 20th day of September
1984, by PINELLAS SERVICE CORPORATION, a Florida corporation
(hereinafter "Declarant").

R E C I T A L S:

17 19357421 76
99
TOTAL
9.00
9.00

WHEREAS, Declarant, on or about April 27, 1984,
caused to be recorded that certain Declaration of Covenants,
Conditions, and Restrictions for Windtree Oaks in O.R. Book
5747 at Page 1645 et seq., Public Records of Pinellas County,
Florida; and

WHEREAS, Declarant, as the Class "B" member of
Windtree Oaks Homeowners' Association, Inc., desires to amend
said Declaration pursuant to the provisions of Article 10,
Section 3 thereof.

NOW, THEREFORE, Declarant, by execution hereof,
hereby amends the Declaration of Covenants, Conditions, and
Restrictions for Windtree Oaks to add the following provision
as Section 6 under Article 10:

"Section 6. Sales Office. Notwithstanding anything
to the contrary herein, the Declarant, its successors or assigns,
reserves the right to erect or place a temporary sales office
upon any lot in the subdivision so long as the Declarant, its
successors or assigns, has one or more lots for sale in the
subdivision.

Any lot upon which a temporary sales office is
erected or placed shall be sodded and landscaped so as to
present an attractive appearance.

Declarant, its successors or assigns, shall
immediately remove any temporary sales office upon the sale
and closing of the last lot offered for sale in the subdivision
in the ordinary course of business."

All other terms and conditions of the Declaration
of Covenants, Conditions, and Restrictions for Windtree Oaks
not modified or amended herein shall remain in full force
and effect.

This instrument was prepared by
D. MICHAEL SPEARS
of FISHER & SPEARS, P.A.
Attorneys
501 Florida 222 West Park Boulevard
St. Petersburg, Florida 33711

RETURN TO
FISHER & SPEARS, P.A.

IN WITNESS WHEREOF the Declarant has caused these presents to be executed the day and date first above written.

Witnesses:

PINELLAS SERVICE CORPORATION,
a Florida corporation

Carol Henderson

Brenda Lee Christie

By: *Peter J. Blank*
Peter J. Blank as President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Windtree Oaks was executed before me this 20th day of September 1984, by PETER J. BLANK as President of Pinellas Service Corporation, as the free act and deed of said corporation.

Brenda Lee Christie
Notary Public-State of Florida

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires AUG. 22, 1987

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0.1.5747 PAGE1645

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WINDTREE OAKS

This Declaration of Covenants, Conditions, and Restrictions is made this 7th day of April, 1984, by PINELLAS SERVICE CORPORATION a Florida corporation.

R E C I T A L S:

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the project known as Windtree Oaks. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now submitted to this Declaration. The Association hereby created may perform educational, recreational, charitable and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" 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 submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article 1

Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Improvements.

Section 2. "Articles" shall mean the Articles of Incorporation for Windtree Oaks Homeowners' Association, Inc. (the "Association").

Section 3. "Board of Directors" or "Board" shall mean the elected body for the Association having its normal meaning under Florida corporate law.

Instrument was prepared by:
D. MICHAEL SPEARS
P. J. SPEARS, P.A.
P.O. Box 100
St. Petersburg, Florida 33701

RETURN TO
Fisher & Sons, P.A.
ST. PETERSBURG, FLORIDA 33701

CLEAR CIRCUIT (JUN)
APR 27 4 35 PM '84

Section 4. "Bylaws" shall mean the Bylaws of the Association including any Rules and Regulations.

Section 5. "Common Improvements" shall mean the entrance signage and perimeter wall described herein.

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves if adopted by the Board; all as may be found to be necessary and appropriate by the Board pursuant to the Enabling Documents.

Section 7. "Declaration" shall mean this document.

Section 8. "Developer or Declarant" shall mean Pinellas Service Corporation, its successors and assigns.

Section 9. "Enabling Documents" shall mean the Declaration, Articles and Bylaws.

Section 10. "Lot" shall mean and refer to any residential lot as reflected on the recorded Plat of the Project.

Section 11. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 12. "Mortgage" shall mean and refer to a mortgage lien placed on a Lot and any improvements thereon.

Section 13. "Mortgagee" shall mean and refer to a holder of a mortgage.

Section 14. "Mortgagor" shall mean and refer to a Person who has placed a Mortgage on a Lot and any improvements thereon.

Section 15. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 16. "Properties" or "Project" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 18. "Residential Dwelling" shall mean and refer to any residential structure located on a Lot.

Section 19. "Turnover" shall mean where, as provided and allowed, by the Declaration, the Developer has transferred control of the Association to a Board, the majority of whom have been elected by the Members of the Association.

Article 2

Association Membership and Voting Rights

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event of multiple owners of a Lot, votes and rights of use and enjoyment shall be as provided in the Bylaws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled on all issues to one (1) vote for each Lot to which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Lot. When more than one Person holds such interest in any Lot, the vote for such Lot shall be exercised as is provided in the Bylaws.

(b) Class "B". Class "B" Members shall be the Declarant and any successor of Declarant to whom Declarant has assigned its rights hereunder. The Class "B" Members shall originally be entitled to seventy-one (71) votes; this number shall be decreased by one (1) vote for each Class "A" Member existing at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when the total outstanding Class "A" votes equal or exceed fifty-three (53);

(ii) January 1, 1987; or

(iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Members shall be deemed to be Class "A" Members entitled to one (1) vote for each Lot to which the interest required for membership under Section 1 hereof is held. At such time, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the membership of the termination of Class "B" status.

Section 3. Turnover of Association. Upon the termination of the Class "B" membership, the Declarant shall also effect Turnover of the Association as is provided in the Bylaws. Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one Director to the Board so long as the Declarant continues to offer one or more Lots for sale in the Project in the ordinary course of business.

Article 3

Architectural Control

Section 1. Appointment of Architectural Committee. The Developer shall appoint a committee to be known as the Architectural Committee which shall consist of three (3) persons who shall serve on said committee until the first of the following occur: (i) the completion of construction of a residential dwelling on each lot in the subdivision or (ii) the Developer, in its sole discretion, relinquishes control of the committee, at which time the Directors of the Association shall appoint an Architectural Committee consisting of three (3) or more persons who shall serve at the pleasure of the Board.

Section 2. Purpose of Committee. In order to insure a uniform high standard of quality in the project and to enhance and protect the value, attractiveness and desirability of the subdivision, no building, fence, wall, swimming pool, wall depository, utility area, driveway, sidewalk, or other structure, or residential dwelling shall be commenced, erected, installed or maintained upon the property, 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 the harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 3. Approval of Committee; How Evidenced. Whenever in this Article the approval of the Architectural Committee is required, such approval shall be in writing. In

the event the Architectural Committee fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

Section 4. Committee Guidelines.

A. Construction of Dwelling. No residence or other building, no fence, wall, utility area, driveway, sidewalk, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind and shape, height, size materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations, landscaping plan and irrigation system plans and such other information as the Committee shall require including, if so required, plans for the grading of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and continued to completion promptly and in strict conformity with such plans and specifications. The Committee

shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at owner's cost.

B. Alterations, Additions and Improvements of Residences. No owner shall make any structural alteration, or shall undertake any exterior painting, remodeling or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Committee. The Committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire subdivision in a manner consistent with the plan of the development thereof.

C. Miscellaneous Additions and Alterations. No building, fence, wall, well, irrigation system, mail depository or other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition or other external attachment be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved, in writing, by the Committee as to the harmony of external design and location in relation surrounding structures and topography.

D. Damage and Destruction of Residences; Approval of Structural Changes. Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for approval to reconstruct, rebuild or repair his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner shall result in a finished residence of exterior design harmonious with the other residences in the subdivision.

Article 4

Use Restrictions

Section 1. Residential Lots. All lots in this subdivision shall be known and described as residential lots and shall be used for the construction of a residence for a single family and for no other purpose.

Section 2. Boarding. No owner or occupant shall be permitted to maintain a boarding house within said subdivision.

Section 3. Nuisances. No trade, occupation or activity of any kind or nature which is offensive, annoying, obnoxious or dangerous shall be permitted on any lot in said subdivision nor shall any act or conduct which is offensive, annoying, obnoxious or dangerous to the neighborhood be permitted.

Section 4. Drilling or Mining. 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.

Section 5. Wells. So long as potable water is available from a public or municipal utility, no well shall be sunk or drilled on any lot in the subdivision except for irrigation, or to provide water for the operation of a thermal heating or cooling system for the residential dwelling unit constructed upon the lot.

Section 6. Minimum Floor Space. Unless otherwise expressly approved by the Architectural Committee, all residential structures shall contain a minimum of 2400 square feet living area, exclusive of open porches, terraces, patios, garages or servants quarters. No residential structure shall exceed two and one-half (2 1/2) stories and all residential structures shall include an attached garage having a minimum capacity of two (2) cars.

Section 7. Setbacks. There shall be a minimum setback for all residential dwellings as follows:

A. There shall be a twenty-five (25) foot setback from the front line to the building or any supporting structure.

B. There shall be a ten (10) foot setback from the side lot line to the side of any structure or wing wall.

C. No swimming pool or deck shall be constructed less than ten (10) feet from the rear lot line.

D. On corner lots there shall be a twenty-five (25) foot setback from the lot line abutting the street.

The foregoing minimum setbacks may be modified on an individual lot basis by the Architectural Committee where it appears such a modification may be granted without detrimental affect to the adjacent lots or the subdivision as a whole.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any lot, except for one sign of not more than five square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and must be removed upon closing in the case of a "for sale" sign or upon the tenant taking occupancy of the property in the case of a "for rent" sign. All signs shall be professionally made. Notwithstanding the foregoing, the Developer shall have the right to construct signs at each entrance to the subdivision exceeding the foregoing sign restrictions until such time as the Developer has sold all lots in the subdivision.

Section 9. Maintenance of Lots. Each lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth or such as may be considered a fire hazard. In the event that any owner shall fail or neglect or omit to trim or maintain any hedge fence at the street line of his property or fail to keep clean any lot or parcel in the manner herein provided for more than ten (10) days after having been notified by the Association to do so, in writing, addressed to a registered or certified United States mail to such owner at his last known address, then the Association thereafter for such purposes may enter upon such premises for the purpose stated in said notice. In the event it becomes necessary for the Association to maintain a lot, the Association shall be entitled to assess the lot owner for the expenses incurred by the Association in maintaining the lot. Any assessment made hereunder, together with interest, cost, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property, against which such assessment is made. Any assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment when the same became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record owner on the date when the assessment became due and payable unless expressly assumed by the record owner's transferee.

Section 10. Temporary Structures. Trailers, tents, campers, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this project and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which shall be removed from the premises of the completion of the building.

Section 11. Trucks, Trailers, Boats, Vans, Campers, Recreational Vehicles, Motorcycles and Commercial Vehicles. No trucks, buses, boats, travel trailers, mobile homes, motor homes, recreational vehicles, vans (other than those primarily used to carry passengers), or any other type of trailers or commercial vehicles shall be permitted to park overnight on a lot unless in an enclosed garage. For purposes of this subsection, the definitions as used in the Florida Statutes, as amended from time to time, shall be controlling (as amended 11/23/76).

Section 12. Keeping of Animals. No animals, live stock or poultry of any kind shall be raised, bred or kept on any lot, save and except that each lot owner shall be allowed to have cats, dogs or other common household pets so long as there are not more than two (2) of such household pets per lot and provided that such household pets shall not be kept, bred or maintained for any commercial purposes. No person owning or in custody of such household pets shall allow said household pets to stray or go upon another lot without the consent of the owner of such lot; and provided further that all animals shall be on a leash when outside of the owner's lot.

Section 13. Mail Depository. No mail depository shall be erected on any lot in the project without the prior approval of the design, color and location of the same by the Architectural Committee pursuant to the provisions of Article 3 herein.

Section 14. Trees. No tree with a base diameter of four (4) inches or greater shall be removed from any lot in the subdivision without the lot owner first obtaining written consent of the Architectural Committee unless the immediate removal of such a tree is necessary in order to prevent damage to a building or other structure. The Architectural Committee's approval of any plans or specifications submitted to it shall not constitute the assumption of any liability by it for their compliance or conformity with applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy, and the lot owner shall be solely responsible for such plans and specifications.

Section 15. Landscaping and Sprinkler Systems.

At the time the owner submits plans and specifications and surveys to the Architectural Committee, a landscape survey or plan shall be submitted to the Committee for approval. All lots in this project upon which a structure has been erected, shall be fully sodded and shall be maintained with at least the minimum landscaping required by the Architectural Committee in order to obtain approval of the plans for construction of the residential structure.

Section 16. Antennas, Aerials or Discs. No outside

transmitting or receiving antenna or aerial of any type shall be erected on any lot in the project, 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. Radio or television receiving discs shall be permitted only upon prior written approval of the Architectural Committee, pursuant to the provisions of Article 3 herein.

Section 17. Air Conditioners. No window or wall

mounted air conditioning unit shall be permitted on any residential structure in the project. Any air conditioning unit located on the exterior of a unit must be concealed in an enclosure approved by the Architectural Committee pursuant to the provisions of Article 3 herein.

Section 18. Clothes Drying. No permanent clothes

lines shall be allowed. Temporary lines in rear yards may be set on removable stanchions, which shall be removed when not in use.

Section 19. Refuse. No lot shall be used or

maintained as a dumping ground for rubbish. Trash or garbage containers must be placed in walled-in or landscaped areas, approved by the Architectural Committee, so that they shall not be visible from the adjoining properties or from the street, except on regular days for the collection of trash, garbage or rubbish, as provided by any sanitary service unit and then only when such sanitary service requires the container or containers to be placed in front of the dwelling. Each lot owner shall be required to contract for garbage pick-up with the garbage collection service servicing the project.

Section 20. Maintenance and Repair of Structures.

Each owner shall be required to maintain all buildings and structures so as to keep the same in a clean and attractive condition. Each owner shall be required to diligently rebuild or repair any building or structure damaged or destroyed by fire or other casualty so that such building or structure is substantially restored to its original appearance and condition unless the Architectural Committee authorizes reconstruction or repair in a manner or design unlike the original structure. Prior to commencing repair or reconstruction of any building

or structure, the owner shall submit to the Architectural Committee for approval copies of all plans and specifications relating to such repair or reconstruction pursuant to the provisions set forth in Article 3 herein.

Section 21. Walls and Fences. No boundary wall or fence shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. No fence shall be permitted in any front yard beyond an imaginary line, extending from the corners of the structure, perpendicular to the adjacent side lot line. No wall or fence of any height or type shall be constructed or erected prior to the lot owner obtaining approval of the same pursuant to the provisions set forth in Article 3 hereinafter. Notwithstanding anything to the contrary herein, any fence constructed upon a lot upon which the perimeter wall exists shall be sloped or stepped down to a height of five (5) feet for a distance of sixteen (16) feet from the perimeter wall.

Section 22. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, 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 utility easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot; except for those improvements for which a public authority or utilities company is responsible.

Section 23. Sidewalks. Simultaneously with the construction of a residential structure on any lot, a four (4) foot wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida, at the expense of the lot owner. Said sidewalk shall be constructed along the street right-of-way wherever the owner's property abuts the street. The line of grade of said sidewalk shall be in accordance with the sidewalk plan for this subdivision.

Section 24. Basketball Goals. No basketball goal, backboard, hoop or net shall be erected on any lot or attached to any residential unit within this project so that the same is visible from a road or street.

*Amended
May 17,
1988*

Section 25. Construction and Rapid Completion.

A. Construction of each single family residential dwelling shall commence within thirty-six (36) months from the date of original lot closing from Developer.

B. Construction of each single family residential dwelling shall be completed within twelve (12) months from

the date of commencement thereof or by authorized extension of such time limit brought before the Committee which request for extension of limitation shall be in writing and signed by all parties.

Section 27. Wood Storage. Any firewood or similar material stored on any lot shall be neatly maintained on the rear of the lot and not visible from any street.

Section 28. Additional Rules. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the owners residing in the said subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the lots and/or units as set forth in the Bylaws of WINDTREE OAKS HOMEOWNERS ASSOCIATION, INC.

April 16, 2018
Insert Exhibit A
Sect. 29.4
Article 5 art. 4
Refer to Exhibit A

Owner's Obligation to Repair or Rebuild

Section 1. Obligation to Repair. Each owner shall, at his sole cost and expense, repair the exterior and interior of his residential dwelling, keeping the same at all times in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 2. Obligation to Rebuild. If all or any portion of a residential unit is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its conditions immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

Article 6

Common Improvements - Signage, Perimeter Wall/Fence.

The Developer shall construct, as common improvements, signs at the entrances of the project and a perimeter wall/fence along the northern and western boundaries of the project, within the easement depicted on the subdivision plat. Purchasers of lots upon which said signs or perimeter wall/fence are constructed shall take title subject to said signs or perimeter wall/fence and an easement for the maintenance and repair of the same. No lot owner shall damage, destroy, deface or remove any entrance sign or perimeter wall/fence, and the owner of each lot upon which the perimeter wall/fence or entrance

signs are located shall not obstruct or prohibit access to the same for maintenance, repair or replacement by agents or employees of the Association.

Article 7

Maintenance of Common Improvements and Expenditure of Assessments

Section 1. Maintenance. The Association shall maintain and keep in good repair the Common Improvements consisting of the signage constructed at the entrances to the project and the perimeter wall around portions of the project, such maintenance to be funded as hereinafter provided.

Section 2. Expenditure for Common Improvement Maintenance. Expenditures for maintenance shall include, but not be limited to, reasonable costs incurred in cleaning, painting, repairing or replacing the common improvements in order to keep said improvements in a state of good repair.

Article 8

Insurance

The Association's Board of Directors or its duly authorized agent shall have the authority to obtain insurance for all insurable common improvements. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also have the authority to obtain a public liability policy covering the Common Improvements, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Premiums for all insurance so obtained by the Association shall be Common Expenses of the Association.

Article 9

Assessments

Section 1. Creation of Lien and Personal Obligation of Assessment. Pursuant to the Association's responsibility for the maintenance of the Common Improvements as set forth in Article 7, the Developer, for each lot owned within the property subject hereto, hereby covenants, and each owner of one or more lots, subject hereto by acceptance of a deed therefor, whether or not it shall be so expressly stated on such deed or deeds, including any purchaser at a judicial sale, unconditionally covenants and agrees to pay to the Association:

A. Annual assessments or charges; and

B. Special assessments for capital improvements to be payable monthly, quarterly or annually.

Each of the aforementioned assessments to be established and collected as hereinafter provided. All such assessments, together with interest thereon, from the due date at the maximum legal rate and the costs of collection thereof (including attorneys' fees) shall be a charge on the lot and shall be secured by lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs and attorneys' fees, shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment on the date when the assessment became due and payable. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot. The personal obligations for delinquent assessments shall not pass to the successors in title of the record owner on the date when the assessment became due and payable unless expressly assumed by the record owner's transferee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

A. Provide for the maintenance, repair or replacement of the Common Improvements.

B. Provide for any insurance coverage obtained by the Association in accordance with the terms hereof.

Section 3. Annual Assessment. The Board of Directors are hereby empowered to prepare and submit to the Association an annual budget for its approval, and based thereon to determine the amount of the annual assessment from time to time or as often as may be required as provided for hereinafter for adjustment thereof, but in no event shall the annual assessment be re-adjusted more often than quarterly by the Board of Directors in carrying out the purposes for which the annual assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

Section 4. Expenditures. The Association shall acquire and pay out for, out of the funds derived from annual assessments, certain items of service which may include, but may not be limited to, the following:

A. Maintenance of the grounds for the Common Improvements.

B. Carry and pay for public liability insurance, insuring the Association against any and all liability to the public and insuring the Association against any and all liability to any owner arising out of the Common Improvements.

C. Any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the Bylaws, or which is necessary and proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas for the benefit of the owners.

D. There shall be no reserves for replacement; however, upon a proper vote as set forth in the Bylaws, at a meeting duly called for the purpose of determining annual assessments, the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association.

E. Any and all other purposes deemed necessary and proper upon a proper vote as set forth in the Bylaws at a meeting duly called for the purpose of determining annual assessments the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

Section 5. Right of Assessment. Pursuant to the obligation of the Association to maintain the Common Improvements as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth herein.

B. Have the right and power to assess each member a "pro rata share" as defined hereinafter of the total obligation of the Association which is secured by the member's personal obligation as evidenced by the individual member's acceptance of the deed for his individual lot.

Section 6. Uniformity. All assessments must be fixed at a uniform rate for all lots subject hereto.

Section 7. Due Dates. Due dates shall be established by the Board of Directors. The Board of Directors shall additionally prepare a roster of the property subject hereto and the assessments applicable thereto which shall be kept by the Association and shall be open to the inspection of any owner. 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 and further, the Association may delegate to and contract for collection of the assessments of the Association.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veteran's Administration. An institutional first mortgage referred to herein shall be a mortgage upon a lot originally granted to and owned by a bank, savings and loan association, or insurance company or through their respective loan correspondents intended to finance the purchase of a lot or its refinance or security loan where the primary security for the same is the lot involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot secured by such first mortgage or obtain title to a lot by conveyance in lieu of foreclosure, so long thereafter as such institutional mortgagee shall hold title to said lot, the first mortgagee shall pay its pro rata share of the annual and special assessments as provided for herein. The sale or transfer of any lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall be to extinguish the personal obligation of the owner who was the owner of record prior to said foreclosure or proceeding in lieu thereof.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest from the date due at the maximum legal rate until paid. The Association may, at its election, bring an action at law against the owner persona obligated to pay the same and/or foreclose the lien against the lot in which event, there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with costs of the action. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Article 10

General Provisions

Section 1. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for

any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 2. Term. The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 3. Amendment or termination. This Declaration may be amended or terminated only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association, including a majority of the affirmative votes or written consent of Members other than the Declarant. Any amendment or termination must be recorded among the land records of Pinellas County, Florida. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. So long as the Class "B" membership exists, the Declarant may, without vote of the Owners, amend this Declaration, so long as the substantive rights of existing Owners are not adversely affected.

Section 4. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Enforcement - Attorneys' Fees. The Association, or any Lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Lot owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so hereafter. In the event any legal proceeding is required to enforce the terms and conditions of this Declaration, the prevailing party shall be entitled to

recover all costs incurred therein including reasonable attorney's fees whether or not suit may be filed.

IN WITNESS WHEREOF the officer has affixed his signature hereto this 23 day of April 1984.

Witnesseth:

James M. T...
Notary Public

PINELLAS SERVICE CORPORATION,
a Florida corporation

By: *Peter J. Blank*
Peter J. Blank as its President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing Declaration of Covenants, Conditions and Restrictions was executed before me this 23rd day of April, 1984, by Peter J. Blank as President of Pinellas Service Corporation, as the free act and deed of said corporation.

Notary Public (SEAL)
Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires NOV. 9, 1985

LEGAL DESCRIPTION

WINDTREE OAKS, a subdivision of Pinellas County, Florida, according to the plat thereof, recorded in Plat Book 87, Page 14, Public Records, Pinellas County, Florida.

Not for Resale

EXHIBIT "A"