

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
HUNTINGTON TRAILS,
PHASE I AND
HUNTINGTON TRAILS, PHASE 2**

(Declaration of Covenants, Conditions and Restrictions for Huntington Trails, Phase I and
Declaration of Covenants, Conditions and Restrictions for Huntington Trails, Phase 2 combined
into a single Declaration of Covenants, Conditions and Restrictions for Huntington Trails

WHEREAS, Community Concept Group, a Florida general partnership, ("Developer") recorded a Declaration of Covenants, Conditions and Restrictions for Huntington Trails, Phase I ("Declaration for Phase I") which was originally recorded on June 17, 1985 at Official Records Book 6014, Page 1314 et seq. of the Public Records of Pinellas County, Florida and recorded a Declaration of Covenants, Conditions and Restrictions for Huntington Trails Phase 2 ("Declaration for Phase 2") which was originally recorded on May 23, 1986 at Official Records Book 6233, Page 1861 et seq. of the Public Records of Pinellas County, Florida and re-recorded on May 23, 1986 at Official Records Book 6235, Page 1952 et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, such Declaration for Phase I has previously been amended by amendments recorded at Official Records Book 6033, Page 1775 et seq. and completely amended and restated at Official Records Book 6243, Page 317 and such Declaration for Phase 2 has never previously been amended; and

WHEREAS, the plat for Huntington Trails, Phase I was recorded at Plat Book 91, Pages 64-67, inclusive, of the Public Records of Pinellas County, Florida and the plat for Huntington Trails Phase 2 was recorded at Plat Book 93, Pages 96-100, inclusive, of the Public Records of Pinellas County, Florida; and

WHEREAS, the Declaration for Phase I encumbers the Lands described on the attached Exhibit "A" and any and all improvements on such Lands, which is further defined as "Huntington Trails, Phase I" and the Declaration for Phase 2 encumbers the Lands described on the attached Exhibit "B" and any and all improvements on such Lands, which is further defined as "Huntington Trails, Phase 2"; and

WHEREAS, the Declaration for Phase I and the Declaration for Phase 2 shall hereafter be combined as a single Declaration for Huntington Trails;

WHEREAS, the Association and its members have the authority and have decided to amend and restate the respective Declarations in their entirety as set forth herein, with the single

Amended and Restated Declaration to supersede and replace the original Declarations and any prior amendments but in no way change the effective date of the original covenants, conditions, and restrictions;

WHEREAS, the said recorded covenants, conditions and restrictions as amended did provide for their subsequent amendment, provided that 75% or more of the lot owners within each of Huntington Trails, Phase I, and Huntington Trails, Phase 2, approve of the amendment;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Huntington Trails, Phase I and the Declaration of Covenants, Conditions and Restrictions for Huntington Trails Phase 2 are combined into a single Declaration and amended and restated in their entirety as stated herein and do hereby restrict the use, as hereinafter provided, of all the Lands and improvements included on the property described in the Plats (hereinafter sometimes referred to as the "Land" or "Lands") and does hereby impose upon the Land the following Covenants to run with the title to the Land, and the grantees of and under any deed conveying any lot or lots, parcels or tracts, shown on the Plats, or any parts or portions thereof, shall be deemed, by the acceptance of such deed and/or the provisions of any previously recorded Declaration, to have agreed to all the Covenants and to have covenanted and agreed to observe, comply with, and be bound by the Covenants hereinafter set forth, as same may be further amended from time to time.

ARTICLE I DEFINITIONS

Section 1. "Owner" 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 subject to the effect and operation of this Declaration and any amendments hereto, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" shall mean and refer to any of the recorded subdivision plots of land described on Exhibit "A" or Exhibit "B" attached hereto and incorporated by this reference.

Section 3. "Declarant" shall mean and refer to COMMUNITY CONCEPT GROUP, and its successors and assigns to whom the special rights, reservations, easements, interest, exemptions, privileges and power of the Declarant are specifically assigned or transferred in writing.

Section 4. The "Association" shall mean and refer to the non-profit Corporation, HUNTINGTON GROUP MASTER ASSOCIATION, INC., D/B/A HUNTINGTON TRAILS HOMEOWNERS ASSOCIATION, whose membership shall consist of all of the lot owners in the single family subdivision known as HUNTINGTON TRAILS, PHASE I, as more specifically described on the attached Exhibit "A" and HUNTINGTON TRAILS, PHASE 2, as more specifically described on the attached Exhibit "B". The primary purpose of such

Association being to hold title to the common grounds for the benefit of all of the members of the Association and to provide for maintenance, control and security within the said subdivision.

ARTICLE II USE RESTRICTIONS

In addition to all other covenants contained herein, the use of each lot is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling having a minimum size of 2100 square feet of living area under roof and exclusive of garages, patios, lanais, breeze or walkways, and any other areas not normally heated or cooled by central heat and air conditioning.

Section 2. No part of any Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes. No house erected on any of the Lots shall be used for the purpose of boarding.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, except as approved by the Architectural Committee.

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment by each of the Owners of his or her respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except cats, dogs, and other household pets which are kept for domestic purposes only and are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three (3) months of age.

Section 7. All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. All woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No burning of any trash shall be permitted on any Lot.

Section 8. Easements over the Lots for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Said easements being more particularly described on the plat of HUNTINGTON TRAILS, PHASE I Subdivision as recorded in Plat Book 91, Pages 64 through 67, of the Public Records of Pinellas County, Florida and HUNTINGTON TRAILS, PHASE 2 Subdivision as recorded in Plat Book 93, Pages 96 through 100, of the Public Records of Pinellas County, Florida.

Section 9. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 10. No fence, or similar enclosure, may be built on any Lot except with the written permission of the Architectural Control Committee as hereinafter defined in Article III. The procedure for obtaining such approval shall be the same as the procedure outlined in the said Article III for the approval of any plans for construction of any dwelling upon any of the Lots of this subdivision; provided, however, that in no event shall there be any chain link fences permitted nor shall there be any fence or enclosure permitted in front of the front setback line.

Section 11. All lots and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the development.

Section 12. No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any Lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

Section 13. No clothing, or any other household fabrics, shall be hung in the open on any Lot and no outside clothes drying or airing facilities shall be permitted.

Section 14. Television and radio antennas, whether roof type or ground mounted, shall not be permitted on the exterior of any house or Lot.

ARTICLE III ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, pool, drive, garage, outbuilding or other structure or improvement shall be commenced, erected, placed or suffered to remain upon any Lot, nor shall any exterior addition to or change (including, without limitation, any change in color) or other alteration therein be made, nor shall any excavation or grading be commenced until the full and final plans and specifications therefore, showing the nature, kind, estimated cost, shape, height, materials, color, location and all other information reasonably required, shall have been submitted to the Architectural Control Committee (the "Committee") and approved in writing by the Committee or its duly authorized representative as to quality of workmanship and materials and harmony of design, color and location with the planning and design concept for the entire project. The Committee shall be composed of not less than three (3) nor more than five (5) individuals who shall be appointed by the Board of Directors and shall serve at the pleasure of the Board. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Section. In the event the Committee or its duly authorized representative fails to render written approval or disapproval of any such improvements within fifteen (15) days after such plans and specifications and all other material required by the Committee have been submitted to it, and receipt of the same has been acknowledged by the Committee in writing, then approval will not be required and this Section 1 of Article III of this Declaration shall be deemed to have been fully complied with.

Section 2. Construction or alterations in accordance with plans and specifications approved by the Committee or its duly authorized representative pursuant to the provisions of Section 1 of this Article III shall be commenced within one (1) year following the date upon which the same are approved by the Committee or its duly authorized representative (whether by affirmative action or by forbearance from action, as in Section 1 of this Article III provided), and shall be substantially completed within twelve (12) months following the date of commencement. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of Section 1 of this Article III shall again be required. There shall be no material deviations from plans and specifications approved by the Committee or its duly authorized representative without the prior consent in writing of the Committee or its duly authorized representative.

Section 3. Upon the completion of the construction or alteration of any building, fence, wall or other improvement or structure in accordance with plans and specifications approved by the Committee or its duly authorized representative under the provisions of this Article, the Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall or other improvement or structure referenced in such certificate has been approved by the Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 4. Enforcement. In the event that any construction or alteration of any building, fence, wall, or other improvement or structure should be commenced without the approval of the Architectural Committee or should be constructed so as not to conform with the approval of the Committee, then the Architectural Committee shall be entitled to apply to any court of competent jurisdiction in the State of Florida for an injunction or other restraining order to prevent further construction of such structure, and if necessary, to obtain a mandatory injunction to remove that portion of the structure that is not in compliance with the Architectural Committee's approval.

ARTICLE IV ASSOCIATION

Section 1. All persons who are or shall become the Owners of the Lots in the HUNTINGTON TRAILS, PHASE I, or HUNTINGTON TRAILS, PHASE 2, whose interests are evidenced by the recordation of proper instruments among the Public Records of Pinellas County, Florida, shall automatically be members of the Association. The Association is a corporation not-for-profit formed under the Laws of the State of Florida and named HUNTINGTON GROUP MASTER ASSOCIATION, INC., D/B/A HUNTINGTON TRAILS HOMEOWNERS ASSOCIATION. The Association is not a Master Association in that it merely governs the Lots and Owners and Common Areas within HUNTINGTON TRAILS, PHASE I, and HUNTINGTON TRAILS, PHASE 2. Membership in the Association shall automatically terminate when such persons divest themselves of their respective interest in any said Lots. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from membership of any Lot which is subject to assessment by the Association.

Section 2. Voting. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association shall be that number as set forth in the Articles of Incorporation and Bylaws of the Association as the same may be amended from time to time.

Section 3. Board of Directors of the Association. The lot owners shall elect, by majority vote, five (5) members to constitute the Board of Directors.

ARTICLE V ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner for each Lot owned within the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

a. Annual assessments or charges.

b. Special assessments for capital improvements, whether payable monthly, quarterly or annually; each of the aforementioned assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, applicable administrative late fees, costs 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. Each assessment, together with interest, applicable administrative late fee, 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 on the date when the assessment 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 owners transferee.

c. In addition to the foregoing, the seller of any Lot shall collect from the purchaser the sum of One Hundred Dollars (\$100.00) which shall be deposited in a "reserve account" maintained by the Association for the benefit of the owners.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to members of the Association who own property and/or reside in the subdivision.

a. Promote the recreation, health, safety and welfare of the members of the Association who own property and/or reside in the subdivision.

b. Provide for the improvement and maintenance of the easement areas.

c. Pay for the cost of the annual master lawn and garden maintenance contract.

d. Pay for the cost of the enforcement of the restrictions, limitations, conditions and agreements stated forth herein.

e. Pay for the cost of the maintenance, operation, repair and replacement of the master water sprinkler system and light system.

f. Pay for the monthly electrical, television and water charges or any other charges resulting from services provided by the Declarant or the Association.

The Board of Directors is 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 year to year. The reserve account referred to in Section 1c. above shall be deposited by the

Association in an interest bearing account and shall be used to supplement the Annual Budget; provided, however, the reserve account for each subsequent Annual Budget shall be maintained at \$7,200.00 Dollars.

The Association shall acquire and pay for, out of the Annual Budget, certain items of service which may include, but may not be limited to, the following:

- a. Master lawn and shrubbery maintenance contract.
- b. Maintenance and operation of master water sprinkler system and lighting.
- c. Patrolling of the subdivision by security guards.
- d. Water and electricity charges relating to master water and sprinkler system the plat of the subdivision.
- e. Paving and cleaning of the ingress and egress easement shown on the plat of the subdivision.
- f. 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 or proper in the opinion of the Board of Directors of the Association for the benefit of the owners or for the enforcement of these restrictions.
- g. Cost of any other services contracted for by the Association on behalf of the owners.

The reserve account may be used to supplement the Annual Assessment or Special Assessment for capital improvements if in the opinion of the Board of Directors said assessments are not sufficient to adequately pay for all services and capital improvements which benefit the members of the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year" which shall be defined as that period of time from the date of the Associations annual meeting as set forth in the Bylaws until the next ensuing meeting, one (1) calendar year subsequent thereto, unless said date shall fall on Saturday, Sunday or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Associations annual meeting shall be held; a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction,

reconstruction, repaving, repair or replacement of streets, sidewalks, walkways or other improvements within the easement areas as provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the owners who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 4. Rate of Assessment. The obligation of the Association to maintain the premises as provided in Article V 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 in Article V hereinabove.

b. Have the right and power to assess each member a share of the total obligation of the Association which is secured by the member's acceptance of the deed for his or her individual Lot.

Section 5. Uniformity. Both annual and special assessments must be fixed at a uniform rate for all.

a. Annual Assessments. The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association as reflected upon the Associations books in accordance with the services to be provided to the owners as set forth hereinabove in Article V, Section 2 taking into account the amount of the reserve account which will be used to supplement the Annual Budget.

1. Payment: Each Owner shall be assessed and shall pay a share of the total amount of the assessment necessary to maintain the Annual Budget which will provide the funds necessary for the services as set forth hereinabove in Section 2. Each Owner shall owe his or her pro rata share of the annual assessment within thirty (30) days of the date of notice of the annual assessment.

Section 6. Effect of Nonpayment 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 maximum legal contract rate per annum allowed by Florida Law, together with all costs of collection including, but not limited to, reasonable attorneys' fees incurred at the trial and appellate levels. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Owner. This lien shall be superior to any homestead right of the Owner and the Owner expressly waives any right of homestead under Florida Law and the United States Constitution so that the Association can enforce its lien right through a foreclosure proceeding. That the lien of any assessment charged by the Association under these Restrictions is subordinate to the lien of any first mortgage upon any of the units. A failure to pay any such assessment shall not constitute a default under any mortgage upon any of the units.

Section 7. Budget. The Association shall assess its members annually a share of a sum sufficient to maintain the reserve account and annual budget adopted from year to year by the Association through its Board of Directors and each and every assessment shall be payable to the Association annually, and in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the Bylaws of the Association and Section 5a. herein.

ARTICLE VI GENERAL PROVISIONS

Section 1. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any one of these 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 3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded and thereafter shall be automatically renewed for successive ten (10) years periods unless at least six (6) months prior to the commencement of an applicable renewal term, an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots is recorded in the public records of Pinellas County, Florida.

Section 4. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. Any conveyance or encumbrance of the common area is subject to each and every unit owners easement for ingress and egress across the said common area, and further, the common area cannot be mortgaged by the Association or conveyed by the Association without the consent of at least two-thirds (2/3) of the Lot owners.

END OF AMENDED AND RESTATED DECLARATION