

TO; Longbrooke Homeowners Association  
From: Al Ruechel, VP  
February 27, 2005

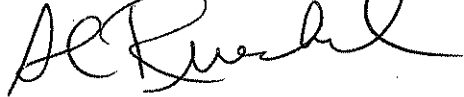
The following is the Final Revised Edition of the Deeds of Restriction for the Longbrooke Homeowners Association.

On January 22nd, the changes adopted by the Deeds and Restrictions Revision committee were given to each member of the association. By the end of February all 72 homeowners had responded with a printed ballot indicating a yes or no on the proposals. The final vote was 69 in favor of the changes with 3 against.

The changes are recorded below are now the official Deeds and Restriction of the Longbrooke Homeowners Association, having received a vote of at least 90 percent as required by the master declaration and shall be recorded with Pinellas County as such.

Respectfully submitted,

Al Ruechel VP  
Chairman of the Revision Committee

A handwritten signature in black ink, appearing to read "Al Ruechel", written in a cursive style.

MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LONGBROOKE SUBDIVISION.

This Declaration, made on the date hereinafter set forth by the Longbrooke Homeowners' Association, the governing body of the Longbrooke Subdivision, Clearwater, Florida.

ARTICLE I  
DEFINITIONS

Section 1. "ARTICLES" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 2. "ASSOCIATION" shall mean and refer to Longbrooke Subdivision Homeowners' Association, Inc., a Florida nonprofit association, its successors and assigns.

Section 3. "BUILDING" shall mean and refer to any structure on a Lot or Lots.

Section 4. "BY-LAWS" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 5. "COMMON AREAS" shall mean all real property located on the recorded plat but outside the Lots (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners, including any portion of the Additional Properties designated as a Common Area in any Annexation Amendment. This definition shall also include common improvements, such as the entranceway and walls or fencing.

Section 6. "DECLARATION" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Longbrooke Subdivision, and any amendments, modifications or supplemental declarations thereof hereafter made from time to time.

Section 7. "LOT" shall mean and refer to any of the Lots included in attached Exhibit "A" and which are platted as Longbrooke Subdivision Unit One, and any portion of the Additional Properties that is designated as a Lot in any Annexation Amendment and later recorded plat. The word "Lot" does not include any lands from time to time comprising any portion of the Common Areas.

Section 8. "MORTGAGE" shall mean and refer to any mortgage, encumbering any interest in a Lot, or creating a lien upon a Lot, in either as as security for the performance of any obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages and liens or judgments, except taxes, encumbering the

same property.

Section 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, or Additional Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "PROPERTIES" shall mean and refer to that certain real property described on attached Exhibit "A" and the Additional Properties.

Section 11. "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to that body of homeowners who serve on the Architectural Control Committee, for the purpose of making such decisions necessary to maintain the integrity, character and value of Longbrooke Subdivision. In the absence of same committee, these responsibilities will revert to the Association.

### PROPERTY SUBJECT TO DECLARATION

The real property initially subject to this Declaration is that real property (the "Properties"), located in Pinellas County, Florida, particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

### ARTICLE III EASEMENTS

The following easements are created in favor of the Association and Owners, as the case may be, as follows:

Section 1. Easement for Ingress and Egress. The Owners and the Association are hereby granted a nonexclusive easement for Ingress (entry) and Egress (exit) over, across and under all sidewalks, paths, walks, roadways, and streets on the Properties or Common Areas.

Section 2. Easement for Utilities. The Properties and Common Areas, as referred to prior in this document, shall be subject to nonexclusive easement for present and future utility services to the Lots and Common Area including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipe, sprinkler pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable television wires, telephone cables, security wire and street lights. Said utility easements shall be in favor of any entity or utility company furnishing utility services to the Properties or Common Areas. The Association, Owners and utility companies, as the case may be, shall have the right to enter upon any portion of the Properties and Common Areas for the purpose of installing, construction, maintaining, operating, servicing, repairing and

replacing underground water and utility mains, lines, pipes and other facilities necessary for the furnishing of utilities to the Properties or Common Areas hereafter subject to this Declaration.

Section 3. Easement for Maintenance. Nonexclusive easements are granted to the Association throughout the Common Areas and Properties now or hereafter, subject to this Declaration to maintain the recreational areas, retention ponds, walkways, sidewalks, paths, walks, roadways, streets and parking spaces which are located on any portion of the Common Areas and Properties now or hereafter subject of this Declaration.

#### ARTICLE IV PURPOSE

Section 1. Operation, Maintenance and Repair. The Association, in order to insure that the Common Area and other property of which it is responsible hereunder, will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners, and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the decorative entranceways and walls to the Properties and streets, walkways and roadways within the Properties; to maintain and repair the fences appurtenant to the Lots; to maintain and repair any irrigation and drainage facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas and take such other action as the Association is authorized to take with regard to the Properties, pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Exterior Maintenance To Lots. The Association shall not provide exterior maintenance upon the exterior of the Buildings on the Lot or Lots, this being the responsibility of the each Lot Owner as set forth in Article IX hereof. In the event that the need for repair or maintenance of the improvement thereon is caused through the willful or negligent acts of its owner, or through willful or negligent acts of the family, tenants, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The Association shall establish standards for maintenance of the improvements on the Lot by each Lot Owner. Maintenance and repairs of exteriors must be consistent with the original types of materials and design in order to maintain the value and character of the Properties, as originally intended.

In this regard, the provisions of Article XI, Section 7 shall be applicable and enforceable by the Association.

ARTICLE V  
PROPERTY RIGHTS

Section 1. Prohibition of Certain Activities. No damage to, or waste of the Common Areas, the improvements thereon, or any part thereof, shall be committed by any Owner, family member of Owner, or any tenant or invitee of any Owner. No noxious, destructive or offensive activities shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owners. No Owner may maintain, treat, landscape, sod, place or erect any improvement or structure of any kind on the Common Area, any Building, or any Lot without the prior, written approval of the Association/Architectural Control Committee as provided in the By-Laws.

Section 2. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association. The initial Rules and Regulations of the Association are as follows:

1. Lots shall be used only for residential purposes; there shall be no business or commercial use of any Lot.
2. No Lot shall be occupied at the same time by more than one (1) family, its servants and guests. A "Family" shall be defined herein as that collective body of persons living together, including a father, mother, children and immediate blood relatives dependent upon the head of household for support or significant others. The number of persons in each residence shall not exceed that stipulated in county and city fire codes.
3. No noise or nuisance shall be allowed to exist upon the Properties or Common Area, nor shall any use or practice be allowed that is the source of annoyance to other residents, or which interferes with the peaceful possession and proper use of any of the Properties by its residents.
4. No immoral, improper, offensive or unlawful use shall be made of the Properties, Common Area, nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
5. All Buildings shall have at least two bedrooms, two bathrooms and a minimum of 1200 square feet of living area, exclusive of screened areas, open porches, terraces, patios and garages, No Building shall be greater than two stories. Two copies of complete building plans, including a plat plan and a grading plan, must be submitted to the Association/ Architectural Control Committee and written permission from said Committee, prior to the start of any construction of any such

building. Buildings shall meet the standards of the Southern Building Code, as amended from time to time.

6. Garages must be enclosed and large enough to accommodate at least two cars. Garage doors shall be kept closed except for reasonable entry and exiting of vehicles and owners from time to time or when in use. No garage may be converted to or used as a living space unless additional garage space is provided.

7. Gravel drives and/or yards are not permitted.

8. No exterior antenna or aerials of any type shall be erected, except as provided in these Rules and Regulations. Satellite dishes are only allowed if they are no more than 20 inches in diameter and may not be mounted on the front of the house.

9. No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than standard garbage receptacles. Such receptacles shall be screened from view from the street and adjacent Owners. The Owner is responsible for disposing of any trash, newspapers, papers, periodicals, advertisements, etc. that may be on his property or easement, regardless if said material is solicited or unsolicited.

10. No vehicle, including trailers, boats, mobile homes, recreational vehicles, or motorcycles shall be permitted to park on the streets or in the driveways for longer than one week. No inoperative vehicles shall be left on the property for more than one (1) week. No mechanical work other than routine maintenance may be done to vehicles on the lot or on the street. Parking on the lawn is expressly prohibited.

11. Outdoor clotheslines are not permitted.

12. The pet owner shall be responsible for his pet being under leash control at all time and within the confines of the Lot. Owners of pets being walked are responsible for the immediate removal of their pet feces.

13. Signs are prohibited in or on the Common Area or any Lot without the prior written consent of the Architectural Control Committee, as provided in the By-Laws. This rule shall not apply to temporary and "For Sale" signs less than 18 by 18 inches.

14. All Lot Owners shall be responsible for the maintenance and repair of their Lot and all improvements thereon. In the event the Lot Owner fails to do so, the Association shall have the right to maintain the Lot and/or improvements thereon and assess the Lot Owner for such expenses, including reimbursement for any legal fees incurred by the Association when enforcing or providing said maintenance and repair.

15. No changes to the exterior of any Lot or Building may be made without the prior, written consent of the Architectural Control Committee members, as it is the interest of the Association to maintain a uniformity of appearance in the Lots and Buildings.

16. No fence shall be erected without prior, written approval of the Association. All fences must be constructed of wood or wood like materials and shall not exceed 6 feet in height. Fences are only permitted in back and side yards and may not extend beyond the house structure unless a variance is obtained from the Homeowners Association. Hedges and shrubbery along the lot line shall not exceed six (6) feet in height.

17. Owners, tenants and guests shall insure that neither they nor their children trespass upon or deface property, harass neighbors or make excessive noise, including but not restricted to music, cars and motorcycle noise.

18. The dumping or discharge or any pollution elements or refuse of any kind, including yard/grass clippings, into the streets, Lots, or Common Areas is prohibited.

19. The riding of off-road motorcycles, go-carts, or other special purpose vehicles is prohibited within the confines of the Longbrooke Subdivision.

20. Trailers, sheds or other structures that are not an integral part of the Building are NOT permitted unless Owners receive prior, written permission from the Association/Architectural Control Committee prior to the purchase and installation of the structure. Temporary sheds necessary for construction are permitted for a maximum length of 60 days.

21. Exterior air conditions compressor units, pool pump filters, solar energy systems and other mechanical equipment shall be positioned so as to be screened from view of others. Owners may be required to install sound baffles if noise emission levels exceed 60 decibels at the Lot line.

22. No aboveground swimming pools are permitted.

23. Fuel storage tanks shall be buried below the surface of the ground or screened from view of others.

## ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws,

Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. However, for voting purposes, only one vote per Lot is permitted. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot.

Section 2. Only those Owners, as defined previously in this document and who have fulfilled their financial obligations to the Longbrooke Subdivision Homeowners Association, are entitled to have voting privileges in that Association's decisions.

## ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control for the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land and improvements described in Article IV, Section 1 thereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, maintenance and care of the land and improvements described in Article IV, Section 1 hereof, and the performance of its other obligations hereunder.

Section 2. Personal Property for Common Use. The Association may acquire and hold tangible and intangible person property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the

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Association's Articles or By-Laws.

Section 3. Insurance. The Association at all times shall procure and maintain adequate policies of public liability, property and casualty insurance, and such other insurance as it deems advisable or necessary on the Common Area and improvements situated thereon. The property and casualty insurance on the Common Area and improvements situated thereon shall be in an amount equal to the maximum insurable value thereof. All damaged property in the Common Area shall be repaired and restored to the original condition using the insurance proceeds. In the event the insurance proceeds are inadequate to cover the costs of repair and restoration, a Special Assessment shall be assessed against each Lot Owner, as set forth in the By-Laws. In the event the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the



Association for the operation of the Association and/or maintenance of the common Area and improvements situated thereon. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the insured properties are insured for their maximum insurable value. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds, as provided in the By-Laws.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law, and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

## ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Association, and each Owner of any Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is bound and obligated to abide by the terms of the the Association Agreement and agree to pay the Association:

- (1) annual assessments or charges;
- (2) special assessments or charges against a particular Lot, and;
- (3) such other assessments as particularly described by the By-Laws.

Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title, except for any mortgagee who takes title to any Lot by virtue of foreclosure sale or by deed in lieu of foreclosure.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and improvements situated thereon, and the land and improvements described in Article IV, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property relate thereto. Such special assessments must be approved by the Lot

Owners, as set forth in the By-Laws.

ARTICLE IX  
MAINTENANCE BY LOT OWNERS

Section 1. Lots. All Lot Owners shall be responsible for the maintenance and repair of the Lot and all improvements thereon. This maintenance includes maintaining all landscaping, grass, shrubbery, and painting, repairing, replacement or maintenance of the roof, gutter, down spouts, exterior building surface, glass, doors and other maintenance and repairs to exterior improvements on the Lot. In the event the Lot Owner fails to so maintain the Lot and all improvements located thereon as determined by the Association, the Association shall have the right to maintain said Lot and any improvements located thereon, and such Lot Owner's Lot shall be subject to special assessment for such expense. This special assessment shall be treated as a special assessment, as set forth in Section 3 of Article VIII hereof. The Association, through its Board of Directors and the Architectural Control Committee, shall be the sole judge in determining whether said Lot Owner is maintaining his Lot and improvements located thereon in accordance with the standards set by the Association. The Association shall be entitled to proceed with the maintenance or repair on or before thirty (30) days after the Association gives written notice to the Lot Owner of the required repairs or maintenance.

Section 2. Arbitration. In the event of any dispute arising in regard to the provisions of these Articles, each Lot Owner involved in the dispute shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and in conjunction with the Architectural Control Committee members, the dispute shall be resolved by the decision of a majority of all the arbitrators and committee members. Such resolution must be submitted in written form to the Association and signed by that consenting majority of arbitrators; such arbitration shall be maintained in written form and accessible to any Lot Owner, within fourteen (14) days of a written request from any Lot Owner.

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ARTICLE X  
GENERAL PROVISIONS

Section 1. Enforcement. The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or as may be expressly authorized by deed restrictions as described in Section 1 above. Failure of the Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal)

incurred by the party enforcing them. The Association shall not be liable or responsible for any violation of this Declaration or such deed restrictions occurring prior to this revision of the Declaration, as accepted by 75% of the Lot Owners, and which will become effective on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by law, judgment or court order, shall in no way effect any other provisions, and such shall remain in full force and effect.

Section 3. Amendment. The covenant and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this revised Declaration is recorded, after which time they shall be automatically be extended for successive periods of ten (10) years, unless terminated by the vote of seventy-five percent (75%) of the Lot Owners, either in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the next twenty (20) year period by the vote of not less than ninety percent (90%) of the Owners of Lots and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots. All amendments must be recorded and no amendment shall diminish, discontinue or in any way adversely effect the rights of the Association under this Declaration.

Section 4. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties that may be submitted, 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 by the Architectural Control Committee membership, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Association and the Architectural Control Committee membership, composed of three (3) or more representatives appointed by the Board. In addition, the use of any materials for exterior maintenance to any improvements on the Lots shall be subject to the written approval of

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ninety percent (90%) of the Association Board and the written approval of ninety percent (90%) of Architectural Control Committee membership. In the event the said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The heading used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

In WITNESS WHEREOF, the undersigned, being the duly approved Board of the Longbrooke Subdivision Homeowners Association, has caused this Declaration to be executed by its duly authorized officers and is hereby accepted on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Said Declaration will be effective on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Signed and delivered in the presence of:

\_\_\_\_\_, Association President  
\_\_\_\_\_, Association Vice President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_