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MASTER DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR TURTLE CREEK UNIT ONE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Woodlands Associates, Ltd., a Florida limited partnership, (hereinafter sometimes referred to as "Developer"), is now the owner of all of the land shown on the plat of Turtle Creek Unit One, according to the plat thereof recorded in Plat Book 99, Page 39-43, of the current public records of Pinellas County, Florida (hereinafter sometimes referred to as the "Plat"); and

WHEREAS, Developer is presently developing said property to be known as Turtle Creek Unit One, and Developer intends and desires to place certain covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") upon the use of all of the land and improvements shown on the Plat and desires that the Covenants shall run with the title to the land hereby restricted.

NOW; THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for itself and its successors, legal representatives, grantees and assigns, does hereby restrict the use, as hereinafter provided, of the Land and does hereby place 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 Plat, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, 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.

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TOTAL 46.50 014

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

(a) "Developer" shall mean and refer to Woodlands Associates, Ltd., together with its successors, legal representatives, grantees, and assigns.

(b) "Plat" shall mean and refer to that certain plat of Turtle Creek Unit One, according to the plat thereof recorded among the current public records of Pinellas County, Florida, in Plat Book 99, Page 39-43, together with any supplements or amendments thereto.

(c) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges, and liens created and imposed by this Declaration.

(d) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(e) "Land" shall mean and refer to all of the lands and improvements included within the Plat, or any supplements or amendments thereto.

(f) "Community" shall mean and refer to the entire East Lake Woodlands and The Woodlands On East Lake Road planned unit developments.

Return To:

Thomas A. Shapiro  
Post Office Box 909  
Palm Harbor, FL 34682-0909

This instrument prepared by:

William J. Deas, Esquire  
2215 River Boulevard  
Jacksonville, FL 32204

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

(g) "Community Facilities" shall mean and refer to all community type facilities (such as gates, security services, parkways, streetlights, main thoroughfares, through streets, project signs not directly related to marketing, walls, entrance facilities, guard houses, lakes, etc.) which are utilized by or which benefit all residents of the Community.

(h) "Lot" shall mean and refer to the plots of land as shown on the Plat and a Lot may include any portion or portions of any other Lots as such are designated and described on the Plat.

(i) "Roads" shall mean and refer to that portion of the Community Facilities consisting of leasehold or other interest in the parkways, main thoroughfares, and through streets including, but not limited to, the property described in Exhibit "A" attached hereto. If there is, at any time, a question as to the extent or location of the Roads Developer will execute and record an instrument which shall define and describe such more particularly.

(j) "Association" shall mean and refer to East Lake Woodlands Community Association, Inc., a Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any Lot.

(l) "Member" shall mean and refer to all members, regardless of class or classification, of the Association.

(m) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Community Facilities that have been adopted by the Association from time to time in accordance with its Articles and By-Laws.

(n) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(o) "Articles" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(p) "By-Laws" shall mean and refer to the By-Laws of the Association, as same may be amended from time to time.

(q) "East Lake" shall mean and refer to East Lake Woodlands, Ltd., a Florida limited partnership.

## ARTICLE II - RESTRICTIONS

Section 2.01 - Roads. The Roads are and shall remain privately owned and the sole and exclusive property of East Lake, together with its successors, assigns and grantees, if any, including but not limited to Developer, subject, however, to the right reserved to Developer to dedicate same, as provided for in Section 2.06, infra. Developer, which owns and holds certain a non-exclusive easement right thereon from East Lake, however, does hereby grant to the present and future Owners in Turtle Creek Unit One and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United State mail carriers, representatives of utilities specifically and expressly authorized by Developer in writing to serve the Land, holders of mortgage liens on the Land and such other persons as Developer, from time time, may designate, the nonexclusive and perpetual right of ingress, egress and access over, under, through and across the Roads; but subject, however, to the provisions hereof and the Regulations. Regardless of the immediately preceding provisions of Section 2.01, supra, Developer reserves unto itself and shall have the unrestricted and absolute right to deny ingress and access to any person who, in the opinion of Developer, may create or participate in a disturbance or

nuisance on any part of the Land or any other Units of Turtle Creek, or any adjacent land owned by Developer, or its grantees, successors and assigns.

Section 2.02 - Traffic Control. Developer shall have the right, but not the obligation, from time to time to control, regulate, and prohibit any and all types of traffic on the Roads, including the right to prohibit use of the Roads by traffic which, in the sole opinion of Developer, would or might result in damage to the Roads or pavements or other improvements thereon, or are dangerous, or a nuisance, or are being operated in an unsafe manner, and the right, but not the obligation, to control and prohibit parking on all or any part of the Roads.

Section 2.03 - View Obstructions. Developer shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any fence, wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of the same will, in the sole and exclusive judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Roads.

Section 2.04 - Termination Of Roads. In the event of and to the extent that the Roads or easements over, under, through and across the Roads for ingress, egress, and access shall be dedicated to or otherwise acquired by the public, the preceding provisions of Sections 2.01, 2.02 and 2.03, supra, shall be of no further force or effect thereafter.

Section 2.05 - Security Stops. The Association's security personnel shall have the right to stop and question persons on the Community Facilities and to require satisfactory evidence of any such person's right to be where he is stopped. Any such person who fails to establish that right may be required to leave the Community Facilities (even if he actually is entitled to be where he is stopped but fails to satisfactorily prove that he is); and the Association shall have no liability for such action.

Section 2.06 - Dedication. East Lake and/or Developer, as the case may be, shall have the sole and absolute right at any time, with the consent and subject to the acceptance of the County Commission of Pinellas County, Florida, or the governing body of any municipality or body politic then having jurisdiction over the Roads and Land, to dedicate to the public all or any part of:

- (a) The Roads;
- (b) Any easements referred to herein, including those shown on the Plat, if any.

Section 2.07 - Maintenance. The Association shall, at all times, maintain the Community Facilities pursuant to the Declaration, the Articles, the By-Laws, and the Regulations.

Section 2.08 - Rights Of Others. Each Owner and occupant of a Lot shall use the Community Facilities in such a manner as shall not abridge the equal rights of the other Owners and occupants of Lots to the proper use and enjoyment thereof.

Section 2.09 - Fairness. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Owner or Owners in favor of the other Owners. The provisions of this section shall not apply to any rights reserved by or granted to Developer herein or hereby.

Section 2.10 - Proviso. Provided, however, that until Developer and/or East Lake has completed all of the contemplated improvements and closed the sales of all of the Lots within the Community, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots.

Section 2.11 - Community Facilities. At the present time all of the Community Facilities (including the Roads) are privately

owned and the sole and exclusive property of East Lake, together with its successors, assigns, and grantees, including East Lake. However, Owners, along with other Members, shall have the use and benefit of such Community Facilities in accordance herewith and subject to the provisions hereof, such usage (except as to the Roads) to be deemed to be a license. If Developer elects to convey any or all of the Community Facilities to the Association, the Association shall be obligated and required to accept such.

#### ARTICLE III - PROPERTY RIGHTS

Section 3.01 - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Roads which shall be appurtenant to and shall pass with the title to every Lot.

Section 3.02 - Ownership Rights Limited To Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Roads except as are expressly enumerated in this Declaration; and no provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Roads except as expressly provided in this Declaration. Any conveyance of the Roads or Community Facilities by Developer to the Association shall vest in the Association, exclusively, any riparian rights in and to any stream, pond, lake, or other body of water which might adjoin the Roads or Community Facilities, notwithstanding the fact that any Lot is shown or described as abutting the same.

#### ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 4.01 - Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 4.02 - Voting. The Association shall have only one class of voting membership which is the Founder Member who is East Lake Woodlands, Ltd., which has reserved the right in the Articles to amend them to grant voting rights to other members.

Section 4.03 - Amplification. The provisions of this Declaration are amplified by the Articles and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles or the By-Laws, this Declaration shall govern, control, and prevail.

#### ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 5.01 - The Community Facilities. The Association, subject to the rights of the Owners set forth in this Declaration, and subject to the rights and privileges reserved to Developer in this Declaration, shall be responsible for the exclusive maintenance, management and control of the Community Facilities and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order and repair.

Section 5.02 - Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be

necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration.

Section 5.03 - Rules And Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the appearance and use of the Community Facilities, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Copies of such shall be furnished by the Association to all Owners and residents of the Land, and shall be binding thereon after receipt of such.

Section 5.04 - Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

#### ARTICLE VI - COVENANT FOR ASSESSMENTS

Section 6.01 - Creation Of A Lien And Personal Obligation Of Assessments. Developer, for each Lot owned within the Land, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) all excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, and appellate 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 not pass to an Owner's successors in title unless expressly assumed by them.

Section 6.02 - Purpose Of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Land and for the improvement and maintenance of all of the Community Facilities regardless of location and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the Community Facilities including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association. The annual general assessment (which includes all costs) shall comprise the "annual assessment" as such term is hereinafter used.

Section 6.03 - Uniform Rate Of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots.

Section 6.04 - Date Of Commencement Of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1988. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. The annual assessments may be collected on a monthly basis, in the discretion of the Board, which shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto; and the due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish to any interested party a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 6.05 - Lien For Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be secured by a lien on such Lot in favor of the Association.

Section 6.06 - 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 thereof at the rate of seventeen percent (17%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6.07 - Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, sue, and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 6.08 - Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 6.09 - Subordination Of The Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of any such first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any mortgagee of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such mortgagee first shall have furnished to the Association written notice of the existence of the mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this section

shall be given to the mortgagee. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created herein; and, upon such payment, such mortgagee shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VII - MISCELLANEOUS

Section 7.01 - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within sixty (60) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 7.02 - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer by any part or section of the Covenants. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by a majority of the Members. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7.03 - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants, but all such amendments shall be reasonable in nature and shall conform to the general purposes, intent, and standards of the Covenants;

(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein;

(c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

Section 7.04 - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land. The provisions of this Section shall not apply to any such action by Developer.

Section 7.05 - Termination. The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect until January 1, 2030, and thereafter, the Covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless within six (6) months prior to January 1, 2030, or within six (6) months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots within the Community, the Circuit Court of Pinellas County, Florida, in which written agreement any of the

Covenants provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this Section 7.05, the original Covenants, as therein modified, shall continue in force for successive periods of twenty-five (25) years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this section. Notwithstanding the foregoing provisions of this section or any other portion of the Covenants, none of the provisions of Article VI, supra, may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this section, unless and until the Roads have been dedicated to the public and the maintenance thereof has been assumed and accepted by the County of Pinellas, Florida, or a municipality or other body politic then having jurisdiction; and further, unless and until the Association has been relieved of the maintenance obligations imposed on it by the provisions of Section 5.01, supra, with reference to the Roads.

Section 7.06 - Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer, or the Association or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate the Covenants; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 7.06 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 7.07 - Severability. The invalidation of any provision or provisions of the Covenants by judgment or Court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

Section 7.08 - Notice. All notices to Developer referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Declaration when acknowledged (if verbal) or when postmarked (if written), and written notices shall be deemed validly given for purposes of this Declaration when addressed as follows:

Developer: Woodlands Associates, Ltd.  
Post Office Box 860  
Palm Harbor, Florida 34682-0860

Section 7.09 - Headings. The article and section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content, or interpretation hereof.



IN WITNESS WHEREOF, Developer, Woodlands Associates, Ltd., has caused this instrument to be duly executed, all as of the 3rd day of December, 1987.

Signed, sealed and delivered in the presence of:

WOODLANDS ASSOCIATES, LTD., a Florida limited partnership

[Signature]  
[Signature]  
As to Allan R. Rutberg

By [Signature]  
Allan R. Rutberg, as one of the three General Partners

By MUBEN REALTY COMPANY, a New Jersey corporation, as one of the three General Partners

[Signature]  
[Signature]  
As to Muben Realty Company

By [Signature]  
As its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3rd day of December, 1987, by Allan R. Rutberg, one of the three General Partners of Woodlands Associates, Ltd., on behalf of the Partnership.

[Signature]  
Notary Public, State and County aforesaid  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAY 28, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

3rd The foregoing instrument was acknowledged before me this 3rd day of December, 1987, by A. George Newman, as Vice President, of Muben Realty Company, a New Jersey corporation, and one of the three General Partners of Woodlands Associates, Ltd., a Florida limited partnership, on behalf of the Corporation and of the Partnership.

[Signature]  
Notary Public, State and County aforesaid  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAY 28, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER AND CONSENT OF MORTGAGE

Metro Realty And Mortgage Company, a Florida corporation, the owner and holder of a Mortgage from the Developer encumbering, inter alia, the Land, being that certain Mortgage dated October 26, 1987, and recorded among the current public records of Pinellas County, Florida, in Official Records Volume 6612, Page 355-362, hereby consents to the imposition by the Developer of the foregoing Master Declaration Of Covenants And Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Metro Realty And Mortgage Company has caused this Joinder And Consent Of Mortgage to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 3rd day of December, 1987.

Signed, sealed and delivered in the presence of:

Barbara Bisognetti  
Michael A. Duffly

METRO REALTY AND MORTGAGE COMPANY, a Florida corporation

By: Allan R. Rutberg  
As its President

Attest: Thomas A. Shapiro  
As its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3rd day of December, 1987, by Allan R. Rutberg and THOMAS A. SHAPIRO, as PRESIDENT and SECRETARY, respectively, of Metro Realty And Mortgage Company, a Florida corporation, on behalf of the Corporation.

Michael A. Duffly  
Notary Public, State And County Aforesaid. My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAY 28, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS