

DISCOURING 1195^W C1 CASH 11 CHG
REC 20 REC X95.00
DS 41 DS
INT 43 INT
FEES 195.00
MTP 730
F/C
REV
TOTAL 106.50

INST # 91-085347
APR 3, 1991 7:19PM

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PINELLAS COUNTY FLA.
OFF. REC. BK 7532 PG 2233

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
WESTCHESTER LAKES DEVELOPMENT CORPORATION, hereinafter referred to
as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in
Clearwater, County of Pinellas, State of Florida, which is more
particularly described in the attached Exhibit "A";

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above 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 and
be binding on all parties having any right, title or interest in
the described properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to
WESTCHESTER LAKE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., its
successors and assigns, and shall have initial Articles of
Incorporation and By-Laws as attached hereto as Exhibits "B" and
"C".

Section 2. "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 a part of the Property, including
contract Sellers, but excluding those having such interest merely
as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain
real property hereinabove described.

Section 4. "Common Area" shall mean all real property
(including the improvements thereto) owned by the Association for
KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: *BO*

THIS INSTRUMENT PREPARED BY
WILLIAM J. KIMPTON ATTORNEY
KIMPTON BURKE & WHITE P.A.
28059 U.S. Hwy. 19 N. Ste. 203
Clearwater, FL 34621

the common use and enjoyment of the owners. Common area shall also be deemed to include the rights of all Association members to use easement and common areas over the adjoining residential communities of Westchester Lake Condominium (including the recreational facility, and all other sections or portions of Westchester Lake Townhomes.

The common areas shall include, but may not be limited to tracts "A" and "B" as shown on the plat of Westchester Lake Townhomes, recorded contemporaneously herewith.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WESTCHESTER LAKES DEVELOPMENT CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1 - Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge and collect reasonable use, maintenance and other fees for the use of the recreational facility situated in Westchester Lake Condominium, an adjoining residential community to the immediate north;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency,

authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of such class of members has been recorded.

Section 2 - Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) on December 31, 1992.

(c) Class A Voting. There shall be one vote for each Lot owned by one or more Class A members, subject to the

following requirements. As to each Lot owned by one or more Class A members, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one, and one only, of the Owners of such Lot as the "Voting Member" for that Lot. Such Certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new certificate is subsequently duly executed by all Owners and filed with the Secretary of the Association. Only the person named in such Certificate, or their duly appointed proxy, shall be allowed to cast the vote for the subject Lot. A Lot which does not have on record with the Secretary of the Association a valid Voting Member Designation Certificate shall not be entitled to a vote, nor shall such percentages or fractions for voting purposes under this Declaration for the Association.

(d) Class B Voting. There shall be three (3) votes for each Lot owned by the Class B member and the votes of the Class B member may be cast by any person designated in a Voting Member Designation Certificate in the same manner as for Class A members except that one person may be designated by the Declarant to cast the votes for more than one Lot Owner by the Declarant in a single Certificate.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a

continuing lien upon the property against which each such assessment is made. Each such assessment, 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 not pass to his successors in title unless expressly assumed by them.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$660.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4 - Special Assessments for Capital Improvements. 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 upon the Common Area, and including the recreational facility located in Westchester Lake Condominium, an adjoining residential community to the north, including fixtures and personal property related thereto, provided

that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 - Notice and Quorum for Any Action Authorized Under 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7 - Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided:

(a) Annual Assessment. The annual assessment paid by the other Owners shall not exceed the maximum assessment for Common Expenses permitted by Section 3 of this Article; and

(b) Common Expenses. The Declarant shall be responsible for paying the difference between the Association's Common Expenses otherwise to be funded by annual assessments for Common Expenses and the amount received from Owners, other than the Declarant, in payment of the annual assessments for Common Expenses levied against their respective Lots, Units or Parcels. Such difference, herein called the "Deficiency",

shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Developer may at any time give written notice to the Association prior to November 30 of a year thereby terminating effective as of December 31 of such year its responsibility for the Deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Unit or Parcel owned by the Declarant shall thereafter be assessed at twenty-five (25%) percent of the annual assessment established for Lots, Units or Parcels owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for the applicable Class for such Lots, Units or Parcels, and prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage or the contract purchaser's entry into possession, as the case may be.

Section 8 - Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following recording of the Subdivision Plat in the Official Records of Pinellas County, Florida. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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. The due dates shall be established by the Board of Directors. 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. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8 - 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 rate of fifteen (15%) percent 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 non-use of the Common Area or abandonment of his Lot.

Section 10 - 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 mortgage foreclosure 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 any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, dock, or other structure shall be commenced, erected or maintained upon the Properties, 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 harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an

architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said 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.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1 - Grass, Landscaping and Sprinkler System. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder to the sole extent that the Association shall maintain the grassed and landscaped areas of each Lot in the Properties, including mowing of the grass, customary spraying of pesticides for pest control and fertilizing the grass and plants and pruning and the common lawn sprinkler system if such system is installed.

Section 2. The Association shall repair, maintain and replace roofs throughout the project and shall maintain the exterior of all residential units.

Section 3. The Association shall maintain the paved areas, including streets and sidewalks located within the described community.

Section 4. The Association shall pay its share of the maintenance expenses for use of the recreational facilities located in Westchester Lake Condominium, a residential community located to the north of this development. The members of the Association shall abide by the rules and regulations promulgated for the use of such facilities as a condition to any lot owners' right to use of same.

ARTICLE VII

USE RESTRICTIONS

Section 1 - Generally. The use of the Properties shall be in accordance with the following provisions:

(a) Single Family Residence. The Properties shall be used only for single family residences, and for the enjoyment of such residents. Each of the Lots for which provision is made by this Declaration shall be occupied only by a single family as its residence and for no other purpose. Only one (1) residence may be built on each Lot and no accessory building shall be placed upon a Lot without the prior written consent of the Association. Nothing herein shall preclude the construction of units on two or more lots, provided however, each lot shall remain obligated for its share of maintenance and assessments, as though one (1) residence were constructed on it.

(b) Leasing. Units may be leased by Owners, without Association approval, subject to the limitations of local zoning and municipal ordinances. Only entire units may be leased, and only the lessee and his family, servants, and guests may occupy the unit under authority of any lease.

(c) Nuisances. No nuisances shall be allowed upon the Properties, nor any use or practice which is the source of annoyance to residents or which interferes with the residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. All personal property shall be stored (including bicycles, barbecue equipment, potted plants, etc.) within the boundaries of the unit, which includes the patio.

(d) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

(e) Fences, Hedges, Clothes Poles, Exterior Radio and TV Antennas, Parking and Signs.

(1) No fences or hedges or similar improvements, or additional landscaping shall be erected or planted on any of the common areas, and the same shall not be erected or

permitted upon a Lot without written approval of the Association.

(2) No outdoor clothes drying activities are permitted.

(3) No garbage or trash containers shall be allowed outside an individual unit.

(4) No signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

(5) No exterior radio, television or electronic antenna or aerial may be erected or placed on the Lot or building thereon, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Lot Owner. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the Properties, or buildings, and the erection, maintenance or operation of any of the same is prohibited.

(6) The parking of vehicles of any kind upon any of the Properties' roadways is prohibited, except that non-commercial passenger vehicles may be parked (not stored) in areas designated for such parking the common areas. The parking of commercial vehicles, trucks, trailers, motor homes, campers, recreational vehicles, boats, boat trailers, and inoperable vehicles of any type on any of the Properties is prohibited unless such items are parked within a garage and kept completely from view from all places on the Properties. Each lot owner may park one (1) passenger (not commercial) vehicle in the driveway for such lot. Maintenance and repair of vehicles shall be within enclosed garages only.

(7) No solar film shall be placed on any window of a unit which is visible from any portion of the common elements. This rule may be waived in writing by the Board of Directors where circumstances justify such waiver.

(8) All drapes, blinds and other window treatments visible from the exterior of a unit are subject to the approval of the Board of Directors. The Board may require any such window treatment to be removed where no prior approval of same has been obtained.

(f) Insurance Rates. No Owner shall permit or suffer anything to be done or kept on his Lot, or on the Common Property or on the Common Areas which will increase the rate of insurance on the other Lots, or which will obstruct or interfere with the right of other occupants of the other Lots or annoy them by unreasonable noises or create an unsightly condition.

(g) License. Whenever it is necessary to enter upon any Lot for the purpose of performing any maintenance, alteration or repair to the exterior of the Lot or to any portion of Common Area, the Owner of each Lot shall permit other Owners or their representatives or the duly constituted and authorized agent of the Association to enter upon such Lot, or any structure or improvement situate thereon, or to go upon the Common Areas constituting an appurtenance to any such Lot for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

(h) Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure not within the walls of said structure, or change any grade or drainage flow on the Properties or modify any landscaping on the Properties without the written consent of the Board of Directors of the Association first had and obtained. The Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not

limited to, the submission of full plans and specifications to the Board of Directors of the Association.

(i) Portable or Temporary Buildings. No portable or temporary building, shed, trailer, trailer base, tent, shack, garage, carport or other outbuilding may be placed or kept on any portion of the Properties, except that construction sheds or trailers and temporary sanitary facilities may be placed on the Properties and remain there temporarily during the course of active construction and development of the Properties.

(i) Damages. The Owner of each Lot must promptly correct any condition upon their Lot which, if left uncorrected, would adversely affect any portion of the Properties.

(j) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other customary and usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and further provided that whenever and at all times that any such household pet is outside the interior portion of the residence of the Owner, such pet shall be leashed and be in full direct physical control by the Owner or a family member or servant of the Owner. Each Owner of a pet shall be responsible for the immediate removal and disposal of the pet's waste from all portions of the Properties.

(k) Perimeter Walls and Fences. No Owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Properties or attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence which shall impede or increase the costs of the maintenance of such wall or fence.

(l) Trees. No Owner shall remove, add, damage, trim, prune or otherwise alter any tree on the Properties, the trunk of which tree is four (4) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (1) With the express written consent of the Association.
- (2) If the trimming, pruning or other alteration of such

tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(3) Notwithstanding the foregoing limitation, an Owner may perform, without the express consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lots, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(4) It is the express intention of this subsection (1) that the trees existing on the subdivision located upon the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

ARTICLE VIII

EASEMENTS

Section 1 - Utilities. Easements are reserved through the Properties as may be required for utility services in order to serve the Properties adequately, and the Developer shall be allowed to grant such easements to the utility companies as relevant for the residential subdividing and use of the property. Utility services include but shall not be limited to, water, sewer, telephone, cable television, drainage, irrigation, gas and electric service.

Owners and utility companies shall be afforded access to any lot as necessary, to restore utility service, in the event of damage to any utility lines or equipment.

Section 2 - Ingress and Egress for Other Lands. In addition to any reservation or dedication made by plat, the Association and

Owners consent hereby to an easement, hereby reserved, for vehicular and pedestrian traffic, including but not limited to that required for development and construction purposes, over and upon any present or future streets, road, sidewalks and Common Areas in the Properties in favor of all lands described herein. The Owners also consent to easements over and across the paved areas of the development for adjoining residential communities that may currently exist or that may be granted from time to time by the Board of Directors of the Association.

Section 3 - Utilities for Other Lands. Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Section shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Development so as to provide access to these services to said abutting lands directly from the Properties.

Section 4 - Additional Easements. The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot. Said easements may be for the benefit of adjoining residential communities.

Section 5 - Ingress and Egress Preserved. The creation of new easements as provided for in this Article VIII shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

Section 6 - Unintentional Encroachments. In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Areas shall encroach upon any Lot, then an easement shall

exist to the extent of such encroachment for so long as the encroachment shall exist.

Section 7 - Limitations. Notwithstanding anything in this Article VIII to the contrary, no easement granted by Paragraphs 1 through 4 inclusive of this Article shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 8 - Lawn Mowing. In addition to the aforementioned easements, Developer reserves for itself, the Association and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each lot and the right to enter upon each lot for the purpose of providing lawn maintenance serves to each of said Lots.

ARTICLE IX

PARTY WALLS

A. Each wall which is built as a part of the original construction of the units within the grouping and placed on the dividing line between the Units shall constitute a party wall; and, to the extent not inconsistent with the provisions of this paragraph, the general rules or law regarding party walls and liability for property damage due to negligence and willful acts or omissions shall apply thereto.

B. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owner thereafter makes use of the party wall, such Owner shall contribute to the cost of restoration thereof in proportion to his use without prejudice, however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

D. Notwithstanding any other provision of this paragraph, an Owner who, by any negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

F. In the event of any dispute arising concerning a party wall, or under the provisions of this paragraph, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party fail to appoint an arbitrator within ten (10) days after written request therefor, the Board shall select an arbitrator for the failing party.

G. As used herein, "Owner" or "Owners" shall mean the record Owner of title to a unit subject to these restrictions.

ARTICLE X

GENERAL PROVISIONS

Section 1 - Enforcement. The Association, or 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. Failure by the Association or 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 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extend for successive periods of ten (10) years. This Declaration may be amended during the first

twenty (20) year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendments must be recorded.

Section 4 - Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5 - FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of December, 1990.

Attest:



Craig Burley, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

WESTCHESTER LAKES DEVELOPMENT
CORPORATION

By 

Richard Geiger, President

(CORPORATE SEAL)

Before me personally appeared RICHARD GEIGER and CRAIG BURLEY, to me well known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of WESTCHESTER LAKE DEVELOPMENT CORPORATION, a Florida corporation, and acknowledged to and before me that they executed such instrument as such officers of the corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 28th day of December, 1990.



Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 24, 1993
Beaded Thru Troy Fain - Insurance Inc.