



SUMMARY OF PROTECTIVE COVENANTS

The community of Stirling Heights will be protected by strong deed restrictions that favor and provide for the protection of the investment of the homeowner. Aside from restriction of uses of homes for residential purposes, and appropriate set-back lines for location of structures, swimming pools, etc., the size of homes in the Stirling Heights community will be a minimum of 2,200 square feet.

— *An architectural review process exists for both house and landscape plans.*

— There are regulations against:

- *Inappropriate accessory buildings.*
- *Parking of trucks, trailers, commercial vehicles, etc., on streets and driveways.*
- *Riding of motor bikes, go-karts, and similar vehicles on easements and rights-of-way.*
- *Satellite dishes, exterior antennae*

— There are restrictions regulating:

- *Lot upkeep and maintenance*
- *Fence and mailbox design.*
- *Clothes poles, and all exterior containers, tanks and filters.*
- *Signage for re-sales, etc.*

The intention of such strong restrictions is to provide for the overall protection of the residents and the investment that they have made in the Stirling Heights community. However, they are not so oppressive and obtrusive that marketing will be adversely affected. On the contrary, the marketability of the homes in Stirling Heights will be enhanced by these provisions, in keeping with the overall concept of community control.

This is just a brief summary of the Stirling Heights Deed Restrictions. A complete set of recorded restrictions will be provided to you upon request.

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that KELLY CORPORATION, a Florida corporation, hereinafter referred to as the Developer, being the owner in fee simple of STIRLING HEIGHTS, a residential subdivision, according to the map or plat thereof as recorded in Plat Book 100, Pages 66-69, public records of Pinellas County, Florida, states as follows:

W I T N E S S E T H:

WHEREAS, the Developer desires to insure the attractiveness and value of individual homesites in STIRLING HEIGHTS, and the community as a whole, and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of said property; and

WHEREAS, the Developer has deemed it desirable and appropriate, for the efficient preservation, protection, and enhancement of the values and amenities in STIRLING HEIGHTS, and to insure the residents' enjoyment of the specific rights and privileges incident thereto, to create an organization to which should be delegated and assigned the powers of owning, maintaining, and administering community facilities, and administering and enforcing the Covenants and Restrictions, and collecting and disbursing any assessments or charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, STIRLING HEIGHTS HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the aforesaid functions in STIRLING HEIGHTS, which is hereinafter referred to as the ASSOCIATION; and

WHEREAS, the City of Dunedin has a beneficial interest in these Covenants and Restrictions, and the enforcement thereof, consistent with the provisions hereof;

NOW, THEREFORE, the Developer declares that all of said subdivision is subject to the following covenants, restrictions, and conditions, which shall constitute covenants running with the land, binding upon the owners and upon all persons deriving title by, through or under said owners, and upon their assigns and successors in title. These covenants shall be for the benefit of and limitation upon all present and future owners of the real property described hereinabove, and shall be for the benefit of the City of Dunedin, Florida, a municipal corporation, as its interest appears hereinbelow. The Covenants and Restrictions placed upon and running with said land, now and in the future are as follows:

Stirling Heights
Declaration of Covenants and Restrictions
Page 2

1. RESIDENTIAL USAGE - All of the subdivision of STIRLING HEIGHTS shall be known and described as residential property, and no more than one single family dwelling shall be constructed on any lot, except that more than one lot may be used for one dwelling.

2. MEMBERSHIP IN ASSOCIATION - Every person or entity who is the owner of record of a fee simple interest on any lot shall be a member of the ASSOCIATION, and shall be bound by the Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration of Covenants and Restrictions. Membership shall accrue upon vesting of fee simple ownership, which shall be the sole qualification for membership. When any lot is owned of record in joint tenancy, as tenants in common, or by some other legal entity, membership in the ASSOCIATION shall be joint, and all parties in interest shall be bound by same. Every person, corporation, or other entity purchasing a lot in STIRLING HEIGHTS shall be conclusively presumed, by the recording of the conveyance of said property to such person, corporation, or other entity, to have agreed to abide by the provisions herein maintained.

3. VOTING AND VOTING RIGHTS - The voting rights of the membership shall be incident to the ownership of each lot. There shall be two classes of lots:

(a) Class I lots - All lots except those defined as Class II lots in subparagraph (b) below. Each Class I lot shall entitle the owner(s) thereof to one (1) vote. When two or more persons, or an entity of two or more persons, hold an ownership interest in any lot, the vote for such lot shall be exercised by one of such person as proxy and nominee for all owning an interest in the lot. In no event shall more than the number of votes designated be cast with respect to any lot.

(b) Class II lots - Those lots owned by the Developer which have not been converted to Class I lots. The Developer shall have five (5) votes for each Class II lot. The Class II lots shall automatically be converted to Class I lots upon conveyance of title by the Developer to any other person or entity.

4. LOCATION OF STRUCTURES - No dwelling shall be erected nearer than 25 feet to the front line of any lot. No structure shall be erected nearer than a minimum of 10 feet from side lot lines, nor 20 feet from a rear lot line. Accessory structures including utility buildings (constructed in accordance with paragraph eight (8) hereinbelow) and swimming pools with or without a

screened enclosure shall be constructed a minimum of five (5) feet from the side and rear lot lines. Developer or its agent reserves the right to increase setbacks in order to maintain the overall esthetics of the community.

5. SIZE OF STRUCTURES - Dwellings shall have a minimum square foot living area of 2200 square feet. Minimum square foot living areas are exclusive of screened areas, open porches, terraces, patios, and garages. All residences shall have a two (2) car garage at a minimum, and all driveways shall be concrete. Each residence shall have at least two (2) inside baths. No dwelling of any type shall exceed 2½ stories in height. All construction shall be subject to architectural review in accordance with paragraph sixteen (16) hereinbelow.

6. LAWNS AND LANDSCAPING - Each residence shall have sodded front, side and rear lawns, including all rights of way between lot lines and paved roadways, and shall have shrubbery planting in front and side of the residence. The minimum landscaping requirements, in addition to those mandated by the City of Dunedin, shall be set by the Developer prior to home construction. A landscape plan must be submitted and approved by the Developer or its agent prior to occupancy.

7. EASEMENTS AND UTILITIES - Easements for the installation and maintenance of utilities and drainage facilities on said plat filed in the public records of Pinellas County are hereby reserved. Each dwelling unit shall be connected to the central water and sewage disposal system which is installed in the subdivision. Wells are prohibited except solely for irrigation, sprinkler systems, swimming pools, and air conditioning uses. No structure, planting, or other material shall be placed in such a way as to interfere with the maintenance of utilities or drainage in such easement locations. No curb, drainage structure, water, or sewer lines along any streets shall be altered for any purpose without the written consent of the Developer or its agent. The Association shall be responsible for maintenance of the subdivision entry wall and signs, landscaping, and irrigation system located in easement areas reserved on Lots 46, 47, 48 and 1. A Taxing District for the street lighting system shall be formed, and each property owner will be assessed, and shall pay, their prorata share of the cost of the street lighting.

8. ACCESSORY BUILDINGS - No tent, shack, barn, or other out-buildings shall at any time be erected and used, temporarily or permanently as a residence. Accessory storage buildings shall be of the same quality and material as the residence, shall be of esthetic design, and shall be harmonious with the style of the residence. Any such accessory storage buildings shall be subject

to architectural review in accordance with paragraph sixteen (16) hereinbelow. No trailer, mobile home, motor home, manufactured home, and/or recreational vehicle, shall be parked permanently or temporarily as a residence for any other purpose, on any lots in the subdivision.

9. VEHICLES - No vehicles may be parked on any part of the property except driveways and streets. No trucks, trailers, or commercial vehicles, vans (other than those primarily used to carry passengers), or recreational vehicles, other than those present on business, may be parked in the subdivision. No such vehicles, including those on legitimate business, shall park overnight in the subdivision. Campers, motorbikes, boats, and boat trailers shall be parked inside garages or concealed from public view. Riding of motorbikes, mopeds, go karts, or similar vehicles, licensed or unlicensed, is strictly forbidden in easement areas, and along rights of way.

10. NO TRADE OR COMMERCIAL ACTIVITY - No trade, business, or other commercial activity shall be carried on upon any lot, or from any home constructed in the community, except that real estate brokers, owners, and their agents may show dwellings in the subdivision for sale or lease. No activity shall be undertaken which may become a nuisance in the subdivision.

11. DEVELOPER SALES ACTIVITY - Notwithstanding anything to the contrary herein, the Developer, its agents, and assigns, retain the right to use lots and houses for sales offices, models, field construction offices, and related activities, all carried out within the appropriate municipal ordinances governing same. Further, the Developer shall maintain the right to keep open its sales office seven (7) days per week until all lots in the subdivision are sold and the sales closed.

12. LOT UPKEEP AND STORAGE - Lot owners shall keep the property in clean and presentable condition, clear of debris, weeds, trash, wrecked or inoperable vehicles, stored materials outside an enclosed structure, and other unsightly conditions. Trash, garbage, or other rubbish shall not be kept except in containers properly concealed from public view. The ASSOCIATION, or its agents or assigns, is authorized to correct such unsightly conditions, including mowing, and the offending owners shall reimburse the ASSOCIATION for actual costs incurred, within ten (10) days after notice thereof. Once billed to the owner, unpaid charges hereunder shall become a lien upon said lot, unless paid within said ten (10) days. By acquiring property subject to these restrictions, each and every lot owner agrees to pay such costs promptly upon demand, consents to the lien rights provided for herein, and authorizes the entry onto such lot by the ASSOCIA-

Stirling Heights
Declaration of Covenants and Restrictions
Page 5

TION, or its agents or assigns, for these purposes, so that such entry shall not be deemed a trespass.

13. FENCES - Fencing made of wood materials may be constructed not to exceed six (6) feet in height. Hurricane or cyclone type metal fences (chain link) must be vinyl-coated, the color to be approved by the Developer consistent with paragraph sixteen (16) hereinbelow, and shall not exceed four (4) feet in height. No fencing, wall, hedge, or other enclosure will be allowed in front of the front building setback line of any house, and no fence, wall, hedge, or other enclosure of any type shall be permitted between the street right of way and the applicable minimum building setback line. All fences shall be erected so that the finished side faces the outside of the property line (i.e., the posts should not be visible to the outside.) Fencing shall at all times be in conformity with applicable ordinances of the City of Dunedin. Prior to the erection of any fence, wall, or other enclosure, a written plan for same shall be submitted to the Developer for architectural review in accordance with paragraph sixteen (16) hereinbelow.

14. ANIMALS AND PETS - No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for any purpose, except that cats, dogs, and other household pets may be kept, provided they are not bred or maintained for any commercial purposes, and do not become a nuisance.

15. CLOTHES DRYING, CONTAINERS, AND TANKS - Clothes drying poles of umbrella type only are permitted and must be placed in such a manner as to be totally obscured from public view. All trash containers, oil, gas and soft water tanks, pool filters, and similar structures or equipment shall be placed in such a way as to not be visible from the street or from adjacent property.

16. ARCHITECTURAL REVIEW - Prior to commencement of construction of a residence, accessory storage building, fencing, wall, driveway, paved area, or any other structure, all building plans, including plot or site plan, grading plan, and material specifications, showing the nature, kind, shape, height, materials, square footage, location, and landscaping of same, including color to be used on the exterior of the structure, window and screening treatments, shall be submitted to the Developer or its agent for approval. Developer shall have the absolute right to approve or disapprove the subject plans based on the following criteria:

(a) Harmony of exterior design and color with overall community esthetics;

(b) Location of finished grade elevations;

(c) Quality of workmanship and selection of materials;
and

(d) Compliance with these Covenants and Restrictions.

Approval or disapproval by the Developer shall be in writing, and in the event of disapproval, shall specify the nonconforming or offending portion of the plans. The Developer shall promulgate architectural standards for the community known as the "Architectural Review Planning Criteria", which shall be available to each owner prior to home construction. The Developer retains the right to amend the Planning Criteria from time to time, consistent with paragraph thirty-one (31) hereinbelow.

17. TELEVISION AND ELECTRONIC ANTENNAE PROHIBITED - No television, radio, or any other electronic antennae or equipment, including satellite dishes, shall be permitted on the exterior of any residence, nor placed on any residential lot.

18. TREE PROTECTION - The real property described on Exhibit A, attached thereto, being westerly portions of Lots 21, 34, 35, 36, and 37, and the property described on Exhibit B attached hereto (Conservation Area), shall not be built upon, nor dredged or filled. Removal of trees shall be prohibited, and there shall be no modification thereof, except appropriate actions necessary to help maintain and preserve said trees in a healthy condition. As to the Exhibit B Conservation Area property, there shall be no structures built in such area or alterations made thereto or disturbances thereof. The City of Dunedin is deemed to have a beneficial interest in this Covenant, and no modifications or amendments to this paragraph may be effective without the joinder and consent of the City of Dunedin, which joinder and consent shall be solely within the discretion of said City, and shall be in written form. The City of Dunedin shall be fully entitled to enforce the covenant therein contained pursuant to its beneficial interest, and shall have all the rights and remedies provided in paragraph thirty (30) hereinbelow. This covenant is placed upon the subject land in consideration of the City of Dunedin approving a site plan developing the property described in Exhibit C attached hereto, now known as Stirling Heights. Absent this covenant, the site plan as presented would not have been approved.

19. EASTERN BOUNDARY LOTS - Those areas shown on the plat of Stirling Heights which are legally described as lots 1A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, and 15A, shall hereinafter be referred to as the "Eastern Boundary Lots". These shall not be building lots, but shall be appurtenant and annexed to, and shall be conveyed to the respective purchasers of abutting lots 1, 6,

(c) Quality of workmanship and selection of materials;
and

(d) Compliance with these Covenants and Restrictions.

Approval or disapproval by the Developer shall be in writing, and in the event of disapproval, shall specify the nonconforming or offending portion of the plans. The Developer shall promulgate architectural standards for the community known as the "Architectural Review Planning Criteria", which shall be available to each owner prior to home construction. The Developer retains the right to amend the Planning Criteria from time to time, consistent with paragraph thirty-one (31) hereinbelow.

17. TELEVISION AND ELECTRONIC ANTENNAE PROHIBITED - No television, radio, or any other electronic antennae or equipment, including satellite dishes, shall be permitted on the exterior of any residence, nor placed on any residential lot.

18. TREE PROTECTION - The real property described on Exhibit A, attached thereto, being westerly portions of Lots 21, 34, 35, 36, and 37, and the property described on Exhibit B attached hereto (Conservation Area), shall not be built upon, nor dredged or filled. Removal of trees shall be prohibited, and there shall be no modification thereof, except appropriate actions necessary to help maintain and preserve said trees in a healthy condition. As to the Exhibit B Conservation Area property, there shall be no structures built in such area or alterations made thereto or disturbances thereof. The City of Dunedin is deemed to have a beneficial interest in this Covenant, and no modifications or amendments to this paragraph may be effective without the joinder and consent of the City of Dunedin, which joinder and consent shall be solely within the discretion of said City, and shall be in written form. The City of Dunedin shall be fully entitled to enforce the covenant therein contained pursuant to its beneficial interest, and shall have all the rights and remedies provided in paragraph thirty (30) hereinbelow. This covenant is placed upon the subject land in consideration of the City of Dunedin approving a site plan developing the property described in Exhibit C attached hereto, now known as Stirling Heights. Absent this covenant, the site plan as presented would not have been approved.

19. EASTERN BOUNDARY LOTS - Those areas shown on the plat of Stirling Heights which are legally described as lots 1A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, and 15A, shall hereinafter be referred to as the "Eastern Boundary Lots". These shall not be building lots, but shall be appurtenant and annexed to, and shall be conveyed to the respective purchasers of abutting lots 1, 6,

Stirling Heights
Declaration of Covenants and Restrictions
Page 7

7, 8, 9, 10, 11, 12, 13, 14, and 15, respectively, and shall remain appurtenant and contiguous to, and in the same ownership as, said abutting lots. Conveyance of the Eastern Boundary Lots shall be made simultaneously with conveyance of the abutting lot appurtenant and contiguous to it. Conveyance of the Eastern Boundary Lots shall be by Quitclaim Deed or Warranty Deed, depending upon the success of a quiet title action which shall be filed by the Developer within one year from the date the plat is recorded.

20. MAILBOXES - Street mailboxes shall be of the type consistent with the character of the subdivision and shall be placed and maintained to compliment the homes in the neighborhood. Prior to placement of a mailbox, lot owner(s) shall submit a plan for same to Developer in accordance with paragraph sixteen (16) hereinabove regarding Architectural Review.

21. SIGNS - No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or improvement thereon without the prior review and written consent of the ASSOCIATION, its agents or assigns. However, the Developer shall have the right to place and maintain model homes on the respective lots, and shall further have the right to erect and maintain such directional advertising signs as the Developer may approve from time to time.

22. ASSESSMENTS AND LIENS - Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the ASSOCIATION any assessments set by the ASSOCIATION, within the time fixed for payment. Any assessments made shall apply uniformly, with the owner(s) of each lot paying a prorated share. Assessments that remain unpaid after the time fixed for payment shall constitute a lien on the property, which may be evidenced and enforced in the manner provided by Florida Law.

23. DAMAGE, ALTERATIONS TO SUBDIVISION IMPROVEMENTS - No structure shall be erected, placed or permitted and no alterations shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property, or the operation or maintenance of utilities. Owners of respective lots shall be directly responsible to the Developer, or its assigns, for damage to subdivision improvements, or damages sustained by the Developer resulting from the actions of employees, agents, or contractors of the owner, or independent contractors furnishing labor or materials to or for said owners.

24. MAINTENANCE OF RETENTION AREAS - Owners of lots which include or adjoin any drainage and/or drainage retention areas agree that they will at all times: keep that portion of said drainage or drainage retention area, that is a part of or abuts upon, their property, mowed and free from any trash or debris; refrain from building any structure whatsoever into or over said drainage or drainage retention area; abide by any and all laws, ordinances or regulations pertaining to the preservation and conservation of such drainage easement; and refrain from diverting the natural flow or natural state of said drainage or drainage retention area. The Association shall be responsible for the maintenance of any common areas, and shall likewise be bound as an owner by the provisions of this paragraph.

25. MAINTENANCE OF RIGHTS OF WAY - Each homeowner, in addition to maintaining his or her lot, shall be responsible for the maintenance of property extending from the boundaries of the lot to the street curb, including sidewalks and rights of way. The Association shall be responsible for maintenance of all irrigation and landscaping in any city right of way, and for payment of all water and power usage related to said irrigation and landscaping.

26. INSTALLATION AND MAINTENANCE OF SIDEWALKS - Each lot owner shall be responsible for the installation, prior to the issuance of a certificate of occupancy, and maintenance of a sidewalk on the property. Alternatively, the Developer reserves the right to install said sidewalk and assess the lot owner accordingly. All sidewalks shall be five (5) feet in width, constructed to the specifications of the City of Dunedin, and the location shall be approved by the Developer prior to installation. Each sidewalk must be installed within twelve (12) months after closing on the lot.

27. SUBDIVISION ENCLOSURE - If the Developer should elect to erect a fence, wall, or other enclosure around or on any part of the subdivision, said enclosure will be constructed and erected according to the specifications of the appropriate governmental body, and each lot owner whose lot includes any such enclosure agrees to maintain, in good, uniform appearance and repair, the portion of said enclosure that is included in his or her property at his or her sole expense. Said owner(s) shall not change the color of said enclosure without the prior approval of the Developer, in accordance with paragraph sixteen (16) hereinabove, governing Architectural Review. This paragraph shall in no way be construed as placing on the Developer the duty of erecting any enclosure whatsoever around or on any part of the subdivision.

28. BUILDER MAINTENANCE - Builders, contractors, and subcontractors, while building on any lot in the subdivision, are to

keep the premises free of trash, empty bags, brush, and other debris. Each lot owner shall be responsible for ensuring that such builders, contractors, and subcontractors are in compliance, consistent with paragraph twelve (12) hereinabove.

29. TERMS OF RESTRICTIONS - These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances subsequently executed. The covenants and restrictions recited herein shall be binding on all owners, all successors in interest, and all persons claiming under any deed to STIRLING HEIGHTS lots, until January 1, 2018, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, unless a new Declaration signed by a majority of then existing owners has been recorded in the Public Records, within thirty (30) days of the applicable expiration date hereof, agreeing to change, alter, or rescind the Covenants and Restrictions in whole or in part. However, no change, alteration, modification, or rescission of paragraph eighteen (18) or paragraph thirty (30) herein shall be effective without the joinder and consent of the City of Dunedin, in accordance with the provisions of said paragraph eighteen (18).

30. ENFORCEMENT - These Covenants and Restrictions may be enforced by action at law or in equity by the Developer, its agents, or assigns, any person owning property in the subdivision, and by the City of Dunedin, as its interest appears in paragraph eighteen (18) hereinabove, against any person, corporation, or other entity, violating or attempting to violate any portion hereof, including action by injunction to restrain violation, or to require compliance herewith, and an action to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney, at trial or at appellate levels. The issuance of a building permit, or any other governmental action which could be construed as acquiescing in any violation or attempted violation, which action may be in contravention of these restrictions, shall not prevent enforcement hereof.

31. AMENDMENTS AND VARIATIONS - The Developer reserves the right and authority in its sole discretion, to approve reasonable exceptions and variations from these restrictions without notice or liability to the owners of other lots, or any other persons whatsoever, so long as that exception or variance is based upon facts and circumstances wherein the literal enforcement of these restrictions would cause an undue burden on the owner. The Developer further reserves the right and authority to amend these restrictions, with the consent of the then existing lot owners.

Stirling Heights
Declaration of Covenants and Restrictions
Page 10

However, all exceptions, variations, or amendments shall be consistent with, and shall promote the general plan of, residential development as set forth in these restrictions. No exceptions, variations, or amendments to paragraphs eighteen (18) or thirty (30) herein, shall be effective without the joinder and consent of the City of Dunedin, in accordance with the provisions of said paragraph eighteen (18).

32. SEVERABILITY - Invalidation of any of these provisions by court order shall not affect any other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 23^d
day of JUNE, 1988.

Signed, Sealed and
Delivered in the
Presence of:

Marjorie E. Denzer
Mary Elizabeth Gatz

KELLY CORPORATION,
A Florida Corporation

By: William G. Kelly

William G. Kelly,
President

ATTEST:

Robert J. Kelly
Robert J. Kelly,
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that before me, a Notary Public, in and for the State of Florida, personally appeared William G. Kelly, President, and Robert J. Kelly, Secretary, of KELLY CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Declaration of Covenants and Restrictions for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of June, 1988.

My Commission Expires:

Marjorie E. Denzer
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES
FORCED TERM EXPIRES