

Contents

GEORGETOWN EAST ASSOCIATION, INC DECLARATION OF COVENANTS AND CONDITIONS	1
WITNESSETH:.....	1
ARTICLE I. DEFINITIONS.....	1
ARTICLE II. PROPERTY RIGHTS AND DUTIES	2
ARTICLE III. MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION.....	4
ARTICLE IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	4
ARTICLE V. COVENANT FOR MAINTENANCE.....	6
ARTICLE VI. MISCELLANEOUS PROVISIONS.....	10
EXHIBIT "A"	13
EXHIBIT "B"	14
GEORGETOWN EAST ASSOCIATION, INC DECLARATION OF RESTRICTIONS.....	15
1. <i>Land Use and Building Type:</i>	16
2. <i>Dwelling Quality and Size:</i>	16
3. <i>Lot Area and Width:</i>	16
4. <i>Easement:</i>	16
5. <i>Wells:</i>	18
6. <i>Nuisances:</i>	18
7. <i>Temporary Structures and Use:</i>	19
8. <i>Oil and Mining Operations</i>	19
9. <i>Animals, Livestock and Poultry</i>	19
10. <i>Signs</i>	20
11. <i>Architectural Control, Walls and Fences</i>	21
12. <i>Maintenance of Exterior of Owner's Property</i>	21
13. <i>View Obstructions</i>	22
14. <i>Clotheslines</i>	22
15. <i>Parking</i>	22
16. <i>Water Softener</i>	24
17. <i>Unit Plates</i>	24
18. <i>Electrical Interference</i>	24
19. <i>Mail</i>	24
20. <i>Duty to Maintain</i>	24
21. <i>Rights of Others</i>	25
22. <i>Regulations</i>	25
23. <i>Restrictions Uniform</i>	25
24. <i>Remedies for Violation</i>	26
FIRST AMENDMENT (1985)	28
SECOND AMENDMENT (2012)	30
THIRD AMENDMENT (2019)	34
NOTICE OF REVITALIZATION OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GEORGETOWN EAST ASSOCIATION, INC.	36

Georgetown East Association, Inc Declaration of Covenants and Conditions

THIS DECLARATION, made on the date hereinafter set forth by PREMIERE GROUP, INC., a Florida Corporation, hereinafter referred to as "Declarant".

Witnesseth:

WHEREAS, Declarant is the owner or certain property, known as GEORGETOWN EAST in the County of Pinellas, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant desires to provide for the maintenance, operation, repair and replacement of certain property (hereinafter referred to as "Common Area") for the benefit of Declarant and "Owners" as hereinafter defined.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the 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 Georgetown East Association, Inc., its successors and assigns, a non-profit Florida corporation.

Section 2. "Owner(s)" 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 GEORGETOWN EAST, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(a) Owner of a Lot upon which a "residence" (as hereinafter defined) is constructed shall mean a "homeowner".

Section 3. "Properties" shall mean and refer to that certain property as described on Exhibit "A", and such additions and improvements thereon as may hereafter be built in GEORGETOWN EAST.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned or to be owned by the GEORGETOWN EAST ASSOCIATION, INC., (hereinafter referred to as Association") for the common use and enjoyment of the Owners, including but not limited to that certain property as described on Exhibit "B" attached hereto and made a part hereof.

Section 5. "Association", defined hereinabove, is a non-profit Florida Corporation.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of GEORGETOWN EAST with the exception of the Common Area.

(a) "Residence" shall mean a single story unattached single-family house constructed upon a Lot.

Section 7. "Roadways" shall mean the interior dedicated paved roadway system contained within Georgetown East described at Plat Book 92 at pages 22-25 of the public records of Pinellas County, including E but not limited to, all improvements thereon and gutter systems adjacent or attached thereto. Certain private streets are located in Georgetown East, and said private roads shall be maintained by the Georgetown East Homeowners Association, Inc.

Section 8. "Declarant" shall mean and refer to Premiere Group, Inc., its successors and assigns.

Article II. Property Rights and Duties

Section 1. Owner's Easement 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) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties including easements reserved or delineated therein, the Articles of Incorporation and By-Laws of the Association, and the Articles of Incorporation or any By-Laws of the Association;

- (b) The right of the Association to suspend voting rights and right to use the common areas 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 the rules and regulations adopted by the Association governing use and enjoyment of the Common Area;
- (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 of the Association;
- (d) Any and all restrictions covering GEORGETOWN EAST.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area to the members of his family or his tenants.

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress and egress is hereby created and reserved for pedestrian traffic over, through and across sidewalks, walks, bikeways, paved surfaces and lanes, as the same, from time to time, may exist upon the Lots as shown on the Plat of Georgetown East for his tenants, guests, invitees, employees and agent and for the Association employees and agents and for public officials and employees and all other persons who make use of travel on the same for lawful purposes.

Section 4. Overhangs, etc. The developer intends that, the lots in Georgetown East are to be developed as zero lot line unattached single-family residences. Under this plan, residences will be constructed along the lot line on one (1) side of each lot. Accordingly, each lot owner is hereby granted an easement over each adjoining lot for roof overhangs, gutters and similar appurtenances which may encroach the said adjoining lot, or its airspace. The limit of this grant of easement is twelve (12") inches into any adjoining lot.

Article III. **Membership and Voting Rights of the Association**

Section 1. Membership. The members of the Association shall consist of all Owners. Membership is automatically conferred upon acquisition of a Lot as defined in this Declaration, and as evidenced by the filing of a deed to such a Lot. Membership is an incident of ownership and is not separately transferable.

Section 2. Voting Rights. 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 said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.
- (b) **Class B.** Class B Member(s) shall be the Declarant, which 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 January 1, 1988.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplifications 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 of Incorporation or the By-Laws, this Declaration shall control.

Article IV. **Rights and Obligations of the Association**

Section 1. Maintenance of Common Area. The Association, as set forth herein, and in any other recorded restrictions, shall be responsible for the cost of management and administration of the Association's obligations, and shall, as necessary, assess and collect from all lot owners the funds for such purpose.

The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and those limited common areas which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

The Association has the right to grant permits, licenses, and easements over the common areas in Georgetown East for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of Georgetown East.

Section 2. Maintenance of Common Areas. The Association, as set forth herein, and in any other recorded restrictions, shall be responsible for the actual or projected cost of common area required maintenance, including lawn cutting, weed control and maintenance of retention ponds, drainage swales and connecting drainage piping, structures and equipment, care and maintenance of entry monuments and landscape buffers, insurance, real estate taxes, utilities, maintenance, operation, and management of the common areas, and all other obligations of the association.

Section 3. Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge their duties of maintenance and repair or for any other purpose reasonably related to the performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times, except in emergencies.

Section 4. Decorative Identification Sign. The Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign, or signs, indicating entrance to GEORGETOWN EAST and all future similar signs.

Section 5. Contracts. The Association, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer or control, upon not more than ninety (90) days' notice to the other party. This provision is not intended to relieve a unit owner from maintenance payment obligations.

Section 6. Information. The Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request during normal business hours or under other reasonable circumstances. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Article V. Covenant for Maintenance

Section 1. Creation of a Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments as hereafter defined;
- (b) Special assessments, not otherwise herein contained, against any particular Lot which are established, pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorporation and By-Laws of the Association for capital improvements; and
- (c) 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 attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot 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 attorneys' fees and appellate attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall pass to an Owner's successors in title, only if expressly assumed by said successors

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 of the Properties and for the improvement, management, operation and maintenance of the Common Areas, decorative identification sign(s), Landscaped buffers existing now or in the future, the Roadways and paved areas held by the Association, and such emergency repairs as the Association shall deem necessary. The Association shall effectuate the foregoing purposes, in accordance with the Articles of Incorporation and By-Laws of this Association.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment, shall be Three Hundred Sixty-Six and 60/100 (\$366.60) Dollars per Lot.

(a) From and after January 1st 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 ten (10%) percent above the maximum assessment for the previous year without 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. Notice and Quorum for Action Authorized Under Section 3.

Written notice or any meeting called for the purpose or taking any action authorized under Section 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 may be called subject to the same notice requirement, and the required quorum at, the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. However, as long as there is Class B membership, the Developer will have the following option:

(a) The Developer may pay the annual assessment at the rate of twenty-five (25%) percent of the rate fixed for Class A membership on all unoccupied Lots owned by the Developer and, in addition, will pay the difference, if any, between the total annual operating expenses for the maintenance

- areas and the amount of assessments required to be paid pursuant to this Article; or
- (b) The Developer may pay the full rate of the rate of assessment, at which time the obligation to pay the difference between expenses and assessments will cease.
 - (c) "Unoccupied Lots", as used herein for calculating the developer obligation to pay maintenance shall be limited to completed, but unoccupied residences which have received final certification of occupancy.

Section 6. Date of Commencement or Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance or the first Lot. 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 assessments, at the election of the Association, may be collected, in advance, on a biannually, quarterly, or monthly basis. 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 or its issuance.

Section 7. Effect of Non-payment of Assessments; Remedies on the Association.

Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of fourteen (14%) percent per annum, together with a ten (10%) percent late fee administration charge. The Association may, its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder, shall not be a waiver of any right or other rights the Association may have either in law or equity. 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 8. Subordination of the Lien to Mortgages. (See Third Amendment)

The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, 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.

Section 9. 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 the costs and expenses of such 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 Owners' 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, use, and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, the Association may, in its discretion, obtain a personal judgement 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 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall agree to waive any and all possible defenses of homestead protection in an action for the foreclosure of the lien for sums assessed pursuant to this Declaration.

ARTICLE VI. **Miscellaneous Provisions**

Section 1. Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants and Conditions, it shall be lawful for Owners or the Association:

- (a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Conditions; or
- (b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any the Covenants or Conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, the Association, their grantees, successors or assigns, to enforce any Covenant, Condition 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 2. Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not, in any way affect, the meaning, content or interpretation hereof.

Section 3. Severability. Invalidation Of any one of these conditions, and 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 4. Annexation. Additional residential real property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of the Association.

Section 5. Assignments. Declarant 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 Declarant by and any part or paragraph of the Covenants and Conditions or under the provisions of the Plat for so long as Declarant owns

no less than twenty-five (25%) percent of the Lots or until the 1 January 1987, whichever is earlier. 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 Declarant, under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. 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 6. Declarant's Rights. Declarant reserves and shall have the right to amend by recorded instrument this Declaration for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein.

Section 7. Term and Amendment. The Covenants and Conditions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same shall be automatically extended 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 ninety (90%) percent of the Owners, and thereafter, by an instrument signed by not less than seventy-five (75%) percent of the Owners. Any amendment which would affect the surface water management system, including the water managements portions of the Common Area, shall require the prior written approval of the South Florida Water Management District. All amendments shall be certified and recorded among the Public Records of Pinellas County, Florida.

Section 8. Additional Covenants. No property Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

Section 9. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 10. Insurance and Fidelity Bonds. The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part Five, Insurance Requirements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of September 1985.

/S/

Signed, Sealed and Delivered
in the presence of:

[Handwritten signatures]

PREMIERE GROUP, INC.
BY: *[Signature]*
ARLIN DELI., Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF

The foregoing was acknowledged before me this 9th day of September, 1985, by Arlin Dell, as Vice President of Premiere Group, Inc., a Florida Corporation, on behalf of the Corporation.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 14, 1988
PONDICED THRU GENERAL 286 JMM

EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND RUN S 00° 01' 15" W, 50.00 FEET; THENCE N 89° 36' 27" E, 1329.43 FEET; THENCE S 00° 02' 29" E, 1784.18 FEET TO THE POINT OF BEGINNING; THENCE RUN S 00° 02' 29" E, 856.28 FEET; THENCE S 89° 47' 46" E, 289.35 FEET; THENCE S 00° 12' 14" W, 712.57 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS 330.00 FEET, A CENTRAL ANGLE OF 11° 02' 17", A CHORD BEARING OF N 77° 18' 54" W, 63.48 FEET, AN ARC DISTANCE OF 63.57 FEET; THENCE N 71° 47' 46" W, 249.93 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 18° 09' 51", A CHORD BEARING OF N 80° 52' 42" W, 116.81 FEET, AN ARC DISTANCE OF 117.30 FEET; THENCE N 89° 57' 37" W, 146.64 FEET; THENCE S 00° 02' 23" W, 60.00 FEET; THENCE N 89° 57' 37" W, 436.20 FEET; THENCE N 00° 02' 23" E, 573.57 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 18° 00' 00", A CHORD BEARING OF N 09° 02' 23" E, 118.89 FEET, AN ARC DISTANCE OF 119.38 FEET; THENCE N 18° 02' 23" E, 366.28 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 17° 27' 37", A CHORD BEARING OF N 26° 46' 11" E, 115.35 FEET; AN ARC DISTANCE OF 115.80 FEET; THENCE N 35° 30' 00" E, 345.79 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 22° 40' 17", A CHORD BEARING OF N 24° 09' 52" E, 106.14 FEET, AN ARC DISTANCE OF 106.84 FEET; THENCE S 89° 39' 38" E, 281.42 FEET TO THE POINT BEGINNING.

CONTAINING 25.144 ACRES, MORE OR LESS.

END EXHIBIT "A"

EXHIBIT "B"

COMMON AREAS GEORGETOWN EAST

THE COMMON AREAS OF GEORGETOWN EAST SHALL MEAN AND REFER TO "TRACTS" A, B, C, D, AND I, LOCATED IN A PART OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST, SAFETY HARBOR, AS SET FORTH ON THE PLAT OF GEORGETOWN EAST, RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN PLAT BOOK 92, PAGES 22 THROUGH 25.

End EXHIBIT "B"

Georgetown East Association, Inc Declaration of Restrictions

Subdivision Restrictions covering Georgetown East a subdivision of Pinellas County, Florida according to the Plat thereof as recorded in Plat Book 92 at Pages 22-25 of the public records of Pinellas County, Florida

DEFINITIONS:

1. **“Declarant”** shall mean and refer to PREMIERE GROUP, INC., a Florida corporation.
2. **“Grantee” or “Owner”** shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee’s and Owner’s heirs, executors, administrators, successors, assigns, and all persons, firms, corporations or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. **“Subdivision”** shall mean the land subdivided as shown on the Plat of Georgetown East, recorded Plat, Book 92, at pages 22-25, of the Public records of Pinellas County, Florida.
4. **“Common Area”** shall mean real property as defined in Article I, Section 4, of the DECLARATION OF COVENANTS AND CONDITIONS.
5. **“Lot”** shall mean the parcel of real property as defined in Article I, Section 6, of the DECLARATION OF COVENANTS AND CONDITIONS.
6. **“Association”** shall mean the corporation as defined in Article I, Section 1, of the DECLARATION OF COVENANTS AND CONDITIONS.
7. **“Residence”** shall mean the single-family unattached house defined in Article I, Section 6 (a), of the DECLARATION OF COVENANTS AND CONDITIONS.

RESTRICTIONS THAT APPLY TO GEORGETOWN EAST, A SUBDIVISION OF PINELLAS COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 92, AT PAGES 22-

25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ARE AS FOLLOWS:

1. **Land Use and Building Type:**

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

2. **Dwelling Quality and Size:**

No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic, architectural and structural aspects of the dwelling be restricted. The ground floor area or the main structure, exclusive of open porches, shall not be less than one thousand (1,000) square feet for a one-story building.

3. **Lot Area and Width:**

No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of Georgetown East as recorded in Plat Book 92, pages 22-25 of the public records of Pinellas County, Florida.

4. **Easement:** (See Second Amendment)

Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use interior roadways and gutter systems, electric and telephone poles, wires, cables, conduits,

water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc., and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in, over and under each Lot or plot. Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, etc. or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including but not limited to those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including but not limited to, the GEORGETOWN EAST ASSOCIATION, INC.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance or the utilities or which may change the direction of flow or drainage channels in the easements.

GATES, FENCES OR HEDGES PLACED ON ANY LOT SHALL NOT PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or GEORGETOWN EAST ASSOCIATION, INC. is responsible.

Each lot is afforded a twelve (12") inch overhang and gutter easement to accommodate those or similar encroachments relating to said or similar items constructed along the exterior wall of a residence which is

constructed on a zero lot line. Additionally, each lot is afforded such easement as reasonably necessary over an adjoining lot as shall allow City Officials reasonable access throughout the subdivision to read utility meters, etc., and to accommodate reconstruction and normal maintenance.

5. **Wells:**

No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lot in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

6. **Nuisances:**

No legal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the GEORGETOWN ASSOCIATION.

7. **Temporary Structures and Use:**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas, pipe or any other type of carport shall be constructed on any Lot.

8. **Oil and Mining Operations:**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

9. **Animals, Livestock and Poultry:**

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas, etc. shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this Section. Domestic pets such as dogs, cats and birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or

purpose, except that if any such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or an annoyance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidence by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on another Owner's Lot in Georgetown East unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in Georgetown East, and placing them in a plastic tie bag and disposing of same in garbage containers.

10. **Signs:**

- (a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section, may be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.
- (b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Declarant, may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

11. **Architectural Control, Walls and Fences:**

No building, wall, fences, satellite dish reception or private television antenna, or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors 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 surroundings structures and topography by the Board of Directors of the GEORGETOWN EAST ASSOCIATION, or by an architectural committee composed of three (3) or more persons appointed by the President of the GEORGETOWN ASSOCIATION. 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. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits.

No fence may be constructed on any lot or portion thereof which may inhibit, interrupt or interfere with front lawn cutting and shrub care.

12. **Maintenance of Exterior of Owner's Property:** (See Second Amendment)

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, GEORGETOWN EAST ASSOCIATION, after approval by (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by the GEORGETOWN EAST ASSOCIATION pursuant to the DECLARATION OF COVENANTS AND CONDITIONS

13. **View Obstructions:**

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any 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 the Declarant, obstruct the vision of a motorist upon any of the private access streets.

14. **Clotheslines:**

There shall be no clotheslines or other means of hanging clothes, clothing, linens, curtains, rugs, carpets, mops or laundry or any kind, or any other article, and no such item shall be hung on or to the exterior of any buildings, walls, fences or other structures.

15. **Parking:** (See First Amendment)

Each Lot shall be provided with designated parking space within the Lot's boundaries. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner's Lot or any other portion thereof. No owner shall park his vehicle in the street for a period in excess of one (1) hour. Street parking is intended to be reserved for guest parking in the subdivision.

Parking or storage of commercial vehicles and recreational vehicles:

Restrictions.

Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Georgetown East for a period in excess of one hour unless:

- a. Such vehicle is engaged in legitimate loading or unloading activities;

b. Such vehicle is parked in a covered garage or carport, completely screened from public view by storage in an enclosed structure or area; or

c. Such vehicle is or made necessary by actual physical impairment by the Owner of User thereof.

Definitions.

The term “commercial vehicle” for the purposes of this Rule and Regulation shall be defined as any one or the following classified vehicles:

<u>State of Florida Vehicle Class</u>	<u>Descriptive Classification</u>
Nos. 31 (over 1,500 lbs.) ,32, 33 & 34	Commercial Trucks
No. 35	Bus for hire
No. 36	Bus local
Nos. 37 & 38	Bus
Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48 & 49	Trucks-Tractors
Nos. 54 (over 1,500 lbs.) & 55	Trailer for hire (without a boat)
No. 56	Semi-Trailer
No. 92	Ambulance, Hearse, Wrecker, privately owned School Bus
No. 94	Tractor Crane

The term “recreational vehicle” shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Tax Class</u>	<u>Descriptive Classification</u>
No. 51	Mobile Home
Nos. 54 (over 1,500 lbs.) & 55	Trailer for hire (without a boat attached thereto)
Nos. 61, 62, 63 & 64	Travel Trailer, Camp Trailer, Motor Coach
No. 93	Boats

16. Water Softener:

Provided the design, construction and installation location shall have first been approved by the Declarant in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

17. Unit Plates:

A plate showing the number of the home shall be placed on each home and, at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on such home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

18. Electrical Interference:

No electrical machinery, devices or apparatus of any sort, including but not limited to television antennae, shall be used or maintained in any Lot which may cause interference with the television and radio reception in any other Lot.

19. Mail:

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

20. Duty to Maintain:

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a home, shall be maintained and kept in repair by the Owner thereof. An owner shall do no act, nor any work, nor allow any

condition to exist that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

21. **Rights of Others:**

Each Owner and Occupant of a home shall use the Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

22. **Regulations:**

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the GEORGETOWN EAST ASSOCIATION in the manner provided by its Articles of Incorporation and By-Laws. Copies of the regulations and amendments thereto shall be furnished by the GEORGETOWN EAST ASSOCIATION to all Owners and residents of the Subdivision upon request.

23. **Restrictions Uniform:**

These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restriction and that he will exert his best efforts to keep and maintain the land in the Subdivision as an area of high standards.

24. Remedies for Violation:

In the event of a violation or breach of any of these Restrictions, it shall be lawful for owners or the GEORGETOWN EAST ASSOCIATION:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions;
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 Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Owner, GEORGETOWN EAST ASSOCIATION, their grantees, successors, or assigns, to enforce any Restriction 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.

25. All the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of the GEORGETOWN EAST ASSOCIATION upon the election of a majority of the GEORGETOWN EAST ASSOCIATION Board of Directors by the Owners.

IN WITNESS WHEREOF, Premiere Group Inc., a Florida Corporation, by its duly authorized Officers, executed this Declaration of Restrictions covering Georgetown East, a Subdivision in Pinellas County, Florida, according to the Plat thereof, as recorded in Plat Book 92, at pages 22-25, of the public records of Pinellas County, Florida, this 9th day of September, 1985.

/S/

Signed, Sealed and Delivered
in the presence of:

[Signature]
[Signature]

PREMIERE GROUP, INC.

BY: *[Signature]*
Arlin Dell, Vice President

(CORPORATE SEAL)



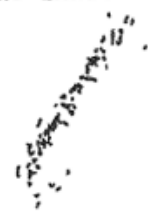
STATE OF FLORIDA
COUNTY OF

The foregoing was acknowledged before me this 9th day of
September, 1985 by Arlin Dell, Vice President of Premiere
Group, Inc., a Florida Corporation, on behalf of the Corporation.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 14, 1989
RICHARD JAMES CENTRAL INC. 1985



FIRST AMENDMENT

Declarations of Covenants, Conditions and Restrictions

Amended on October 1st, 1985

KNOW ALL MEN BY THESE. PRESENTS that Premiere Group, Inc., hereinafter referred to as "Owner", is the owner and developer of certain real property located in Safety Harbor, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The said Owner does hereby make the following Amendment to the Declaration of Covenants and Restrictions covering the said real property specifying that this Amendment shall constitute a covenant running with the land and that this Amendment shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and upon his assigns and successors to title. These restrictions shall be for the benefit of and limitation upon all present and future owners of the real property described herein and shall be for the benefit of the City of Safety Harbor, Florida, a municipal corporation. These restrictions placed on the said land and constituting a covenant running with the land, are as follows:

1. That for such time that the lands comprising the development, known as Georgetown East, a Subdivision, (the Exhibit "A" lands.), as those said lands are further described in the site plan and accompanying documents for Georgetown East, a Subdivision, site plan as filed with the City of Safety Harbor, Florida, are used for residential purposes, this covenant shall remain in full force and effect.
2. That within the plat of Georgetown East, recorded in Plat Book 92, page 22 - 25, Official Records of Pinellas County, Florida, there are three (3) "hammerhead" street ends. That such street ends are designed to allow vehicles, including trash collectors, emergency vehicles, etc., to turn around and re-enter adjoining street areas.

To protect such essential ability, such street end areas shall be designated as "no parking" areas, and no parking by lot owners, guests, etc., shall be allowed in such areas.

The homeowner association for Georgetown East shall install and maintain appropriate "no parking" signs within said turn around areas.

The City of Safety Harbor Is deemed to have a beneficial interest in these restrictions and no modifications or amendments of these restrictions may be effective without the joinder and consent of the City of Safety Harbor, which joinder and consent shall be solely within the discretion of the City of Safety Harbor. The City shall be fully entitled to enforce these restrictions.

These restrictions are placed upon this land in consideration of the City of Safety Harbor giving plat approval for Georgetown East.

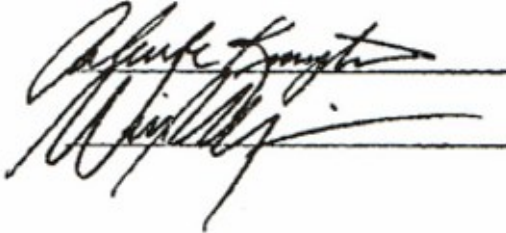
Enforcement of these restrictions may be by action at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party to the action or suit shall be entitled to recover, in addition to costs allowed by law, such sums as the Court may adjudge to be reasonable for the services of its attorney, at trial or appellate levels. The City of Safety Harbor shall be entitled to institute enforcement of these restrictions under this paragraph pursuant to its beneficial interest in the restrictions.

Invalidation of any portion or these covenants by a judgment of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

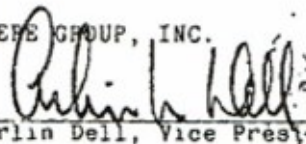
IN WITNESS WHEREOF, we have set our hands and seals this 1st day of October, 1985.

/S/

Signed, sealed and delivered
in presence of:



PREMIERE GROUP, INC.

BY: 
Arlin Dell, Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

SECOND AMENDMENT

Declarations of Covenants, Conditions and Restrictions

Amendment to Sections 4 and 12 of the Declaration of Covenants, Conditions and Restrictions of Georgetown East Association, Inc. is made effective this 25th day of January, 2012.

The Plat of Georgetown East that is recorded in Plat Book 92 Page 22 of the public records of Pinellas County (the "Plat") created a zero lot line community. The Plat sets forth the respective lot boundaries. Most of the Lots have shared wall fences ("Shared Fences"). As such, Lot Owners use fences and gates that are actually located on the property of the adjoining Lot Owner.

As such, reciprocal easements have been exercised since the inception of the community. It is the intent of the Lot Owners and the Georgetown East Association, inc., a Florida corporation not for profit ("Association") to memorialize the rights and obligations of the Association and the Lot Owners with respect to the Shared Fences and any other shared structures.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and representations contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Association and Lot Owners, the required majority having duly ratified same in that certain membership meeting held on September 20, 2011 hereby declare, agree, grant, reserve, and covenant as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. Declaration of Rights. Association and Lot Owners hereby declare that Shared Fences shall constitute a party wall and that the adjoining Lot Owner as shown on the Plat shall have the right to use the Shared Fence and benefit from its common support and shall be deemed to be the Benefited Lot Owner. The rights and remedies of the Declaration, as amended, and general rules of law regarding party

walls and the liability for property damage due to negligence or willful acts or omissions shall apply to the Shared Fence to the extent not inconsistent with the provisions of this Amendment.

3. Reciprocal Easement for Lateral Support. Adjoining Lot Owners grant to each other a non-exclusive reciprocal easement for pedestrian ingress and egress on, over and under the Adjoining Lot exclusively for access to and use of the Shared Fence. The extent of the easements granted herein is limited to only so much of the burdened Lot as is reasonably necessary to provide the access necessary for the use and maintenance of the Shared Fence.
4. Reciprocal Easement for Encroachment. To the extent that the Shared Fence encroaches over the common boundary and onto an adjacent Lot, the Lot Owners, both benefited and burdened, hereby grant to each other a non-exclusive reciprocal easement over the burdened Lot for the Shared Fence to remain as currently situated.
5. Maintenance of Shared Fences. It shall not be the obligation of the Association to maintain a Shared Fence; however, the Association has the right, after reasonable notice to the benefited Lot Owner with opportunity to cure, to make such repairs as is necessary to preserve the integrity of the community. In the event that such repairs are necessary, the Association may commission the repairs and assess the benefiting Lot Owner pursuant to the procedures and terms of this Declaration. In all other circumstances, it shall be the exclusive obligation of the benefiting Lot Owner to maintain the Shared Fence.
6. Damage to Shared Fence. Should a Shared Fence be damaged or destroyed by any cause other than the act or omission of either party, the Shared Fence shall be repaired or rebuilt at the expense of the benefiting Lot Owner, provided that any sum received from insurance against such damage or destruction shall be first applied to such repair or restoration. Should the Shared Fence be damaged by act or omission of a third party, the Shared Fence shall be repaired or rebuilt

at that party's expense.

7. Agreement Runs with the Land. The provisions of this Amendment including all rights, obligations, covenants and easements created herein shall be perpetual, and shall run with the land and be a part of the Declaration. The provisions of this Amendment shall not operate to convey to any Lot Owner or other third party the fee interest to any part of the land owned or to be acquired by the other party, the creation of reciprocal easements being the sole purpose of this Amendment.
8. Binding Effect. This Amendment shall be binding on and inure to the benefit of the Lot Owners, the Association and the community, and their respective representatives, successors, and assigns, including future Lot Owners and all persons claiming under them. Any reference in this Amendment or the Declaration to a specific party shall include any successor in title to a Lot.
9. Conflicting Provisions. In the event that one or more provisions of this Amendment conflict with any provisions of the Declaration, this Amendment shall govern.

/S/

GEORGETOWN ASSOCIATION EAST,
INC., a Florida corporation not for profit

By: Philip Siben
Philip Siben, as President

Signed, sealed and delivered
in the presence of:

Sheldon Clark
(Witness Signature)
Print Witness Name: Sheldon Clark

Michelle Reese
(Witness Signature)
Print Witness Name: MICHELLE REESE

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of JANUARY, 2012, by Philip Siben, as President of Georgetown East Association, Inc., a Florida corporation not for profit. He is () personally known to me; or () produced a valid driver's license as identification.

GEORGETOWN ASSOCIATION EAST,
(INC., a Florida corporation not for profit

By: Philip Siben
Philip Siben, as President

THIRD AMENDMENT

Declarations of Covenants, Conditions and Restrictions

Amended on March 26th, 2019

ADDITIONS INDICATED BY UNDERLINE

DELETIONS INDICATED BY ~~STRIKE-THROUGH~~

OMISSIONS INDICATED BY ELLIPSIS...

ARTICLE V, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 8, Subordination of the Lien to Mortgages, of the Declaration is hereby amended to read as follows:

Section 8. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization, but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but only to the extent provided in Florida Statute Section 720.3085. as same may be amended from time to time. No sale or transfer shall relieve such Lot from liability for any past-due assessments, interest and late fees as provided by Florida Statute Section 720.3085, any attorney's fees and costs incurred in pursuing collection of past-due assessments and any assessments thereafter becoming due or from the lien thereof.

PREPARED BY AND RETURN TO
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 346

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2019105226 04/05/2019 12:16 PM
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CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND CONDITIONS

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 15, 2019, and reconvened on March 19, 2019, by the affirmative vote of not less than seventy-five (75%) percent of the owners of the Association, the Declaration of Covenants and Conditions for Georgetown East, as originally recorded in O.R. Book 6085, Page 1029, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants and Conditions, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration on of Covenants and Conditions. "

IN WITNESS WHEREOF, Georgetown East Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 26th day of March, 2019.

GEORGETOWN EAST ASSOCIATION, INC.

(Corporate Seal)

By: Roth Block
[Signature], as President

ATTEST:

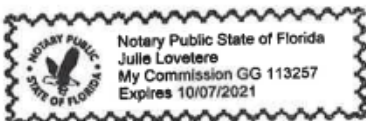
Lois Miller
[Signature], as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of March, 2019, by Roth Block, as President, and Lois Miller, as Secretary of GEORGETOWN EAST ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

My Commission Expires: 10/7/21

[Signature]
Notary Public
State of Florida at Large



Notice of Revitalization of the Declaration of Covenants, Conditions and Restrictions for Georgetown East Association, Inc.

Pursuant to Florida Statutes §720.403, et seq., Georgetown East Association, Inco ("Association"), whose address is Georgetown East Association, Inc., c/o Associa Gulf Coast, Inc., 9887 Fourth Street North, Ste. 301, St. Petersburg, FL 33702. files this notice that the Declaration of Covenants and Conditions have been revitalized from the filing date of this notice. A copy of the Declaration of Covenants and Conditions for Georgetown East and the Subdivision Restrictions Covering Georgetown East, along with any recorded amendments to same, as well as a true and correct copy of the Articles of Incorporation and the By-Laws of Georgetown East Association, Inc. are attached hereto and made a part hereof as Exhibit "A".

Approval of the revitalization of the Declaration of Covenants and Conditions for Georgetown East and the Subdivision Restrictions Covering Georgetown East was obtained on February 21, 2017 at the membership meeting/meeting of lot owners, by a vote of not less than a majority of the affected parcel owners within Georgetown East, conducted at a meeting after notice to the affected parcel owners/members of the Association pursuant to Florida Statutes §720.403, et seq.

Pursuant to Florida Statutes §720.407(3), the legal description of each affected parcel of property is attached hereto as Exhibit "B", and the letter of approval of the revitalization by the Department of Economic Opportunity is attached hereto as Exhibit "C"

GEORGETOWN EAST
ASSOCIATION, INC.

By: Jerrilee "Skip" Meadows
Jerrilee "Skip" Meadows, as President

ATTESTED:

Deborah J. White
Deborah J. White, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of April, 2017,
by Jerrilee "Skip" Meadows, as President, and Deborah J. White, as Secretary, of Georgetown East
Association, Inc., a Florida not-for-Profit corporation, in their capacity as officers and on behalf of
the corporation. They are personally known to me or have produced _____
and _____ as identification and did take an oath.

My Commission expires:



COLLEEN GROTH
MY COMMISSION # GG 012297
EXPIRES: July 22, 2020
Bonded Thru Budget Notary Services

Colleen Groth
Notary Public
State of Florida at Large

**FOR PURPOSES OF INDEXING IN THE PUBLIC RECORDS, EACH PARCEL OWNER LISTED ON
THE ATTACHED EXHIBIT "B" SHALL BE INDEXED AS THE GRANTOR AND THE ASSOCIATION
SHALL BE INDEXED AS THE GRANTEE IN ACCORDANCE WITH FLORIDA STATUTE.**

Bonnie L. Williams
Notary Public (Signature)
Print Name: BONNIE L WILLIAMS

My Commission Expires: 10/07/2012

