

THIS DECLARATION, made on the date hereinafter set forth by **BEACON HOMES OF FLORIDA, INC.**, a Florida corporation, hereinafter referred to as “Declarants”.

WITNESSETH:

WHEREAS, Declarants are the owner of certain property in Hillsborough County, State of Florida, which is more particularly described as:

BEACON MEADOWS, UNIT II

According to the Plat thereof, as same is recorded in Plat Book 51, Page 9 inclusive, Public Records of Hillsborough County, Florida.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Protective Covenants (unless the context should clearly reflect another meaning) shall have the following meanings:

1. “Plat” means the document described as the Plat of Beacon Meadows, Unit II, recorded in Hillsborough County, Florida, in Plat Book 51, Page 9, in which the Subject Property is described and subdivided.
2. “Lot” means one of the numbered parcels of land into which the Subject Property has been subdivided on the Plat.
3. “Owner” means the owner or owners of the fee simple title to a Lot and includes Developer for so long as it is the owner of any lot.
4. “Residence” means the residential dwelling unit constructed upon a Lot in accordance with these Protective Covenants.
5. “Residential Property” means collectively all of the lots.

6. “Developer” means BEACON HOMES OF FLORIDA, INC., its successors and assigns.

7. “Declarants” shall mean and refer to BEACON HOMES OF FLORIDA, INC., its successors and assigns.

8. “Institutional Mortgagee” means any lending institution having a first mortgage lien upon a Lot including any of the following institutions: an insurance company or subsidiary thereof, or a Federal or State Savings and Building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or any other lending institution insured or approved by the Federal Housing Administration or the Veterans Administration.

ARTICLE II

The Developer declares that the Subject Property, each Lot and any Residence shall at all times be used, constructed, occupied, and held subject to the following land use covenants.

Section 1. Residential Use Only: All lots shall be for residential use only and only single family homes approved in accordance with Article III (“Architectural Control”) may be constructed thereon. No commercial or business occupations may be carried on in BEACON MEADOWS, UNIT II except for the construction, development, and sale or rental of Residences. No structure of temporary character, or trailer, or tent, or other “out-buildings” may be erected or located on a lot, except for a construction shack or temporary toilet during construction of a Residence, and except for such temporary structures needed or utilized by the Developer in connection with the construction, development, sale, or rent of the Subject Property. No temporary structure may be used as a Residence.

Section 2. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed so as not to be displayed in the front of any lot or parcel except on regular days for collection of trash, garbage, and rubbish, as may be provided by any sanitary service unit, and then only when such service unit requires the container or containers to be placed in the front of any dwelling.

Section 3. No fences shall be erected or maintained on any Lot or Lots which shall be in excess of six (6’) feet in height, except hedges of shrubbery, which shall not exceed an average height of six (6’) feet. Said fences shall conform to and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects be of pleasing appearance. No fence shall be erected or maintained in any front yard.

Section 4. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. No trailers, campers, boats, or commercial vehicles of any kind shall be parked on or adjoining the property, unless inside a covered garage, with the exception of delivery vehicles or service vehicles while in the process of performing their services.

Section 6. No structure of a temporary character, trailer base, tent, shack, garage, barn, or other outbuilding or any portion of same shall be used or parked on any lot any time as a residence, wither temporarily or permanently. No structure of any kind shall be moved onto any of the lots except temporary buildings used during the construction and promotion of the houses and sales of the lots hereinabove described. Structure additions to residences after initial construction by builder must be confined to an area 15' from rear lot line, 7 ½' from side lot line, and 20' from front lot line. No structural additions will be permitted without written permit of the Committee. No one-story residence shall be erected herein described having less than 900 square foot base building area, exclusive of garage, carports, open or screened porches or utility areas. No one and one-half story, no split level, and no two-story residence shall be erected herein described having less than 1500 square feet, total living area, exclusive of garages, carports, open or screened porches or utility areas. Corner lots will have 25' setback from side street.

Section 7. No signs of any kind shall be displayed to the public view on any lot except one sign not more than six square feet advertising the property for sale or rent, provided, however, that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of lots.

Section 8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

Section 9. All lawns shall be maintained. If the home is unoccupied or vacant for extended periods of time such as vacations, it shall be the owner's responsibility to insure proper maintenance in his absence.

Section 10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 11. Any house erected or constructed on the above-described lot must be connected to the existing water and sewer systems provided by the Developer, its successors and assigns.

Section 12. No trees can be removed from lots once all construction is complete unless it has died. In the event a tree is removed, it will be replaced by the owner of the lot and at his expense, in an area with an exposure to public view.

Section 14. No business or commercial ventures shall be conducted on lots except owners may rent all or a portion of their residence for living in same.

Section 15. All roofing, paint, and stain colors used on the outside of homes are to be compatible with the trees and other natural characteristics of the property. Therefore, only those approved colors used by the Builders in original construction of the subdivision shall be permitted when rework is done by owners.

Section 16. Mining or drilling: There shall be no mining, quarrying or drilling for oil or other minerals undertaken within any portion of the Subject Property.

Section 17. Nuisances: No owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted on the Subject Property.

Section 18. Clotheslines: Outdoor permanent clotheslines shall be prohibited on the Subject Property. Portable rotary type or reel type clothes dryers will be permitted in the rear yard only. On corner lots such portable dryers will not be placed within 10' of side street line, and said clothes dryers must be stored when not in use.

Section 19. Increase in Insurance Rates: No owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Subject Property.

Section 20. No Further Subdivision: The Lots shall not be further subdivided.

Section 21. Destruction to Residence: In the event a Residence is damaged or destroyed by casualty, hazard, or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or promptly clear the damaged improvements and grass over and landscape the Lot in a sightly manner.

Section 22. The exterior architectural design will not be changed by any Owner except by written permission from the Developer. This is to include, among other things, the roof lines, color of roofing, exterior trim, windows, doors, gates, fences, and privacy court walls.

All plans must be sent to Developer by certified mail, return receipt requested, at P.O. Box 610, Dunedin, Florida 33528, ATTN: Product Development Manager, or such other address as Developer may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Developer shall be deemed approved. The rights granted to Developer under this Section shall terminate on

December 31, 1987, unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County.

Section 23. No antennas or aerials shall be placed upon residences except one outdoor television antenna to provide normal TV reception. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Subject Property.

ARTICLE III

ARCHITECTURAL CONTROL

A. No residence or other building, fence, wall, sign, utility area, driveway, parking strip, swimming pool, patio, deck, porch, or other structure or improvement, regardless of size or purpose, whether attached to or detached from a residence, shall be commenced, placed, erected or allowed to remain on any portion of the Subject Property, nor shall any addition to our exterior change or alteration thereto be made, or any alterations made to the natural topography of the Subject Property, unless and until there has been submitted to and approved in writing by the Developer plans and specifications covering same, showing the nature, kind, shape, height, style, materials, floor plan, exterior color schemes, location and orientation to the building site, square footage, construction schedules, front side and rear elevations, and such other information as the Developer shall require including, if so required, plans for the grading and landscaping of the Subject Property or portions thereof, showing any changes proposed to be made in the elevation or surface contours of the land.

ARTICLE IV

GRANTS AND RESERVATIONS OF EASEMENTS

A. Reservations Granted and Reserved hereunder by Developer: For a period of two (2) years from the date hereof, Developer hereby grants and reserves the following easements on the Subject Property:

1. An easement or easements on, upon, across, through and under the Subject Property to provide, service, and repair and maintain the equipment required to provide (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) utility services including, without limitation, power, electric, light, telephone, cable television, gas, water, sewer, and drainage and any other utility or service upon or for the benefit of any part of the Total Property, provided, however, no such easements will be granted with respect to any part of a Lot lying beneath a Residence after the construction thereof.

2. Easements for installation and maintenance of utilities and drainage areas are reserved as shown on the Plat.

B. Within the easements, no structure, planting or other materials may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located, shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

ARTICLE V

MAINTENANCE OF RESIDENCE

In order to further establish and preserve Beacon Meadows, Unit II, the Owners covenant that they shall at all times maintain the exterior portions of their Residence, including lawns, shrubbery, and landscaping, in a neat and aesthetically pleasing and proper condition. In the event that any Owner fails to maintain his Residence pursuant to this covenant (“Defaulting Owner”), the Developer shall have the right, upon thirty (30) days written notice, to enter the property of a Defaulting Owner for the purpose of performing the maintenance described in the notice. The cost of performing such maintenance and the expenses of collection, including court costs and reasonable attorneys’ fees, shall be assessed against the Defaulting Owner and shall become a lien upon the Lot of the Defaulting Owner. Said lien shall be effective only from and after the time of recordation amongst the records of the County, of a written, acknowledged statement signed by the Developer, setting forth the amount due. With full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of lien.

ARTICLE VI

ENFORCEMENT

The enforcement of these Protective Covenants may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be by the Developer, or any individual Owner, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay reasonable attorneys’ fees and costs to the prevailing party.

ARTICLE VII

AMENDMENTS

A. The process of amending these Protective Covenants shall be as follows:

1. Until the first anniversary of date of the Protective Covenants (the “Amendment Date”), amendments for the purpose of correcting scrivener’s errors may be made by the Developer alone without the consent of Owners or Institutional Mortgagees.

2. After the Amendment Date or in the event any amendment materially changes these Protective Covenants, including an amendment requiring the payment of a sum of money as an assessment, these Protective Covenants may be amended only by the consent of ninety percent (90%) of all Owners together with the consents of all Institutional Mortgagees, HUD, and VA. The aforementioned consents shall be in writing and affixed to the amendment to Protective Covenants.

3. Notwithstanding the foregoing, no amendment shall be effective which shall impair or prejudice the rights or priorities of any Owner, the Developer, HUD, VA, or of any Institutional Mortgagee under the Protective Covenants without the specific written approval of the Owner, Developer, HUD, VA, or Institutional Mortgagees affected thereby.

B. An amendment to these Protective Covenants shall become effective upon its recording amongst the records of the County.

ARTICLE VIII

MISCELLANEOUS

A. No Implied Waiver: The failure of the Developer, or any Owner to object to an Owner’s or other party’s failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

B. Restrictions on Lease: Any and all lease agreements (herein the “Lease Agreement”) between an Owner and a lessee of such Owner’s Lot and/or Residence shall be subject in all respects to the terms and provisions of these Protective Covenants and that any failure by the lessee under such Lease Agreements to comply with such terms and conditions shall be a material default and breach of the Lease Agreement.

C. Captions: Articles and paragraph captions inserted throughout the Protective Covenants are intended only as a matter of convenience and for reference only and in no

way shall such captions or heading define, limit, or in any way affect any of the terms and provisions of the Protective Covenants.

D. Context: Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

E. Severability: In the event any one of the provisions of these Protective Covenants shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of these Protective Covenants or a reduction in the term of the same by reason of judicial application of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

F. Term: These Protective Covenants and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, shall run with and bind the Subject Property and inure to the benefit of Developer, the Owners, Institutional Mortgagees, and their respective legal representatives, heirs, successors, and assigns for a term of thirty-five (35) years from the date of the recording of these Protective Covenants amongst the Public Records of the County, after which time these Protective Covenants shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such thirty-five (35) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owners and at least two-thirds (2/3) of all Institutional Mortgagees holding mortgages encumbering Lots (on the basis of one vote of the Institutional Mortgagees per Lot) agreeing to terminate these Protective Covenants, upon which event these Protective Covenants shall be terminated upon the expiration of the thirty-five (35) year term or the ten (10) year extension thereof which the termination Instrument is recorded.