

86098618

01 Cash 11 Chg  
0 Rec 29.00  
1 DS  
3 Int  
Tot 29.00

AMENDMENT TO MASTER

MAY 7 5 23 PM '86

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SKIMMER POINT

THIS AMENDMENT is made to the Master Declaration of Covenants, Conditions and Restrictions for Skimmer Point (hereinafter the "Declaration"), which said Declaration was recorded in O.R. Book 5088, beginning at Page 441, of the Public Records of Pinellas County, Florida.

W I T N E S S E T H:

15 15789999 40 1. 07MAB  
40 29.00  
TOTAL 29.00 CHK

WHEREAS, ARTICLE VI, Section One, of the Declaration provides that the Declaration may be amended from time to time by the affirmative vote of Members entitled to cast two-thirds (2/3) of the total vote of the entire membership of the Association; and

WHEREAS, at a duly called and noticed meeting of the Association pursuant to the Bylaws of the Association, held on the 21st day of April, 1986, wherein Members of the Association by an affirmative vote of Members entitled to cast two-thirds (2/3) of the total vote of the entire membership of the Association, expressed their intention to amend the Declaration to provide for architectural control as hereinafter set forth, which said amendment is consented to by United States Steel Corporation, as the Developer, as hereinafter set forth.

NOW, THEREFORE, the undersigned parties, by their respective hands and seals and in their respective capacities, do hereby amend the Master Declaration of Covenants, Conditions and Restrictions for Skimmer Point, as recorded in O.R. Book 5088, Page 441, of the Public Records of Pinellas County, Florida, to provide ARTICLE VII thereto as hereinafter set forth:

ARTICLE VII

Architectural Control

Section One. Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board

R. Carlton Ward (tc)

This instrument prepared by:  
RICHARDS, NODINE, GILKEY, FITE,  
MEYER & THOMPSON, P. A.  
1253 Park Street  
Clearwater, Florida 33516

HOLD FOR:

may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate the construction and maintenance of all improvements built on the Property in the manner hereinafter provided.

Section Two. Committee Authority. No building, fence, wall or other structure or improvement (including landscaping) (hereinafter referred to as "Improvements") shall be commenced, erected, painted or maintained on the Property, and no exterior additions or alterations, including exterior coloring, to any Improvement on the Property shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and Improvements within the Property until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Improvements to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Property as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Property as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the

Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section Three. Committee Approval. Without limitation of the foregoing, no Improvement shall be commenced, erected, painted or maintained, and no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of an Improvement, including that portion of any Lot not actually occupied by the Improvement, except such as are installed, improved or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section Four. Procedure. As is set forth in Section Two, supra, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions

of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable. When approval of the Committee is required under this Article VII, the affirmative vote of a majority of the Committee shall constitute approval.

Section Five. Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (b) shall protect and conserve the value and desirability of the Property as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Property as a residential community.

Section Six. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VII, the applicant (the "Applicant") shall give written notice of completion to the Committee.

(b) Within thirty (30) days after receipt of the notice of completion, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not completed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such non-compliance within such thirty (30) day period, specifying the

particulars of noncompliance and requiring the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(d) If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant for reimbursement.

(e) If for any reason the Committee fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the Improvement shall be deemed to have been made in accordance with said approved plans.

Section Seven. Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed

Improvement, alteration or addition on the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the Property, and for compliance with the design review criteria. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section Eight. Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names, and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized this 30th day of April, 1986.

Signed, sealed and delivered in the presence of:

J. L. Jackson  
Ma. Johnson

SKIMMER POINT HOMEOWNERS ASSOCIATION, INC.

By W. Caldwell  
Vice President

Attest:  
Robert R. Burtz  
Secretary

C. J. Morgan  
March A. Washburn

UNITED STATES STEEL CORPORATION

By L. V. Walsh  
L. V. Walsh (Project Manager)  
General Manager-West  
USS Realty Development Division  
of United States Steel Corporation

Attest:  
J. L. Jackson  
Assistant Secretary  
United States Steel Corporation

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared           A. H. CALDWELL III           and           ROBERT E. BURKE           VICE President and Secretary of Skimmer Point Homeowners Association, Inc., respectively, to me known to be the persons described in and who executed the foregoing Amendment to Master Declaration of Covenants, Conditions and Restrictions and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 30th day of APRIL, A.D. 1986.

Mary Ann [Signature]  
Notary Public  
My Commission Expires:.....

STATE OF ~~FLORIDA~~ ILLINOIS )  
COUNTY OF ~~PINELLAS~~ WILL )

I HEREBY CERTIFY that this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared L. V. WALSH and           J. L. JACKSON           Project Manager, General Manager-West, USS Realty Development Division of United States Steel Corporation, and Assistant Secretary of United States Steel Corporation, respectively, to me known to be the persons described in and who executed the foregoing Amendment to Master Declaration of Covenants, Conditions and Restrictions and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 23rd day of APRIL, A.D. 1986.

Maith K. Washem  
Notary Public  
My Commission Expires:

RCW:cae  
8964C