

CLERK OF CIRCUIT COURT

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that UNITED STATES STEEL CORPORATION, a Delaware corporation authorized to transact business in the State of Florida, hereinafter referred to as "Developer," being the owner in fee simple of Lots 51 through 56, 58 through 62, 64 through 70, and 73 through 80, SKIMMER POINT PHASE II, hereinafter referred to as "Subdivision," a subdivision according to the map or plat thereof as recorded in Plat Book 82, Pages 21, 22 and 23, Public Records of Pinellas County, Florida, hereinafter referred to as the "Plat," does hereby declare that the aforesaid lots are subject to the restrictions described below, hereinafter referred to as the "Restrictions," which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each lot as aforesaid.

ARTICLE IUSE RESTRICTIONS

1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one lot may be used for one dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat or as reserved in Paragraph 4 of this Article.

2. Structures. Any Structure erected or placed upon a lot in the Subdivision must be in compliance with all applicable zoning and regulations and these Restrictions. No structure shall be erected or placed on a lot nearer than 25 feet from a Front Street Line or 12 feet from a Side Street Line, or nearer than 6 feet from a Side Yard Line, or nearer than 20 feet from a Rear Yard Line; provided that a swimming pool, its decking or enclosure may be erected or placed up to 5 feet from a Rear Yard Line. However, the Front Street Line Setback for Lots 60, 61, 62 and 64, of SKIMMER POINT PHASE II, may be reduced to 20 feet. The terms "Front Street Line," "Side Street Line," "Side Yard Line," and "Rear Yard Line" are as used and shown by illustration on attached Exhibit "A." The term "Structure" shall have the meaning given by the City of Gulfport Zoning Code in effect as of the date of recording these Restrictions.

3. Dwellings. No dwelling shall have a floor area of less than one thousand eight hundred (1,800) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath," for the purpose of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All lots shall have at least a two (2) car garage which may be attached to and made a part of the dwelling. Garages may not be used for living purposes. No dwelling shall have aluminum siding or exceed forty-four (44) feet in height above the mean sea level. All dwellings shall be constructed with concrete or asphalt driveways and solid sodded front, side and rear lawns. A shrubbery planting shall be in front of each dwelling and the initial size of new trees and shrubs planted or placed at the time of construction of such dwelling shall be in compliance with the Minimum Property Standards of the Department of Housing and Urban Development in effect as of the date of recording these Restrictions.

Richardson, Nodine, Gilkey, Fite,
Meyer & Thompson, P.A.
1253 Park Street
Clearwater, Florida 33516

4. Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Developer over all utility and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over lots to and from the easement area), and Developer shall have the right to convey such easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be reserved by them. Within such easement areas no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed by Developer in such easement areas. The easement areas of each lot, whether as reserved hereunder or shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, Developer shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas.

5. Use of Accessory Structures. No tent, shack, barn, utility shed, or other buildings other than the dwelling and its required garage, shall, at any time, be erected on a lot and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by contractors in connection with construction work; provided, however, that cabanas, pool equipment rooms and storage areas or rooms shall be permitted if constructed at the time of the original dwelling as part of its design. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the Subdivision.

6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, its agents and designated assigns, shall have the right to (i) use lots and improvements located thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spot lighted model homes in the Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Developer's rights under the preceding sentence shall terminate ninety (90) days after the sale of the last lot encumbered by these Restrictions by the Developer, or January 1, 1985, whichever shall first occur, unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Pinellas County, Florida. It is the express intention of this Paragraph that the rights granted Developer to maintain sales offices, general business offices and model homes shall not be restricted or limited to Developer's sales activity relating to the Subdivision, but shall benefit Developer in the construction, development and sale of such other property and lots which Developer may own; provided,

however, that such sales activity may relate only to single family homes and not multi-family dwellings.

7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another lot without the consent of the owner of such lot. All animals shall be on a leash when outside of the owner's lot.

8. Fences, Walls and Hedges. Fences, walls and hedges may be constructed or maintained to a height not to exceed forty-two (42) inches. Fences shall only be made of cypress or other wood materials. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line, or between a Side Street Line and the Side Dwelling Line, provided, however, that a decorative wall or entrance forward of the Front Dwelling Line fronting a Side Street Line shall be permitted if constructed at the time of the original dwelling on the lot as part of its elevation or design. The terms "Front Dwelling Line" and "Side Dwelling Line" are as used and as shown by illustration on attached Exhibit "A." Lot owners shall be responsible to maintain in good condition any wall or fence constructed or located on their lot. Notwithstanding the foregoing provisions of this Paragraph 8, chain link or other fences for athletic courts, such as tennis courts and racketball courts and lighting systems for such courts, including, but not limited to, corner post lighting aimed diagonally at the courts, may be built in accordance with zoning and other applicable ordinances and regulations of the City of Gulfport, and any variances therefrom approved by the appropriate governmental agency, and the use and construction thereof shall be exempt from all limitations and other provisions of this Paragraph.

9. Vehicles. No vehicle shall be parked in the Subdivision except on the paved street, a paved driveway or inside a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats (except those in water or on davits), boat trailers, campers, vans, motorcycles and other recreational vehicles, and any vehicles not in operable condition and validly licensed, shall be permitted in the Subdivision only if parked inside of a garage and concealed from public view.

10. Storage; Clothes Hanging; Antennas. No lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view. Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics or garages. Provided, however, that each residence shall be entitled to one (1) antenna used in connection with a ship-to-shore radio.

11. Lot Upkeep. After acquiring title from Developer, all owners of lots, whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

12. Signs. No signs shall be displayed, with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24". Notwithstanding anything to the contrary herein, Developer, its successors, agents and designated assigns, shall

have the exclusive right to maintain signs of any type and size and for the purpose in the Subdivision, and shall be entitled to maintain direction signs with respect to property outside of the Subdivision.

13. Ponds. All ponds or other water retention areas ("Ponds") constructed by Developer within the Subdivision are part of the Subdivision's drainage facilities. In no event may owners of lots or members of the public use such Ponds for swimming, bathing, boating or any other recreational purpose.

14. Docks, Pilings, Davits and Boats. No commercial boats shall be moored at docks or in the channel. Docks shall not exceed twenty-five (25) feet in length from the seawall, and shall be constructed on pilings only in order not to impede water circulation and flow. Tie off pilings may be erected up to fifty (50) feet from the seawall. No boat houses or docks shall be constructed above the crown of the existing seawall. Davits and pilings may rise above the crown of the existing seawall.

15. Amendments and Modifications by Developer. Notwithstanding any provisions of these Restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority, in its sole discretion, for a period of three (3) years from the date of recording of these Restrictions to amend, modify or grant exceptions or variances from any of the Restrictions set forth in Article I and Article II of these Restrictions without notice to or approval by other lot owners of the Subdivision, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth in Article I of these Restrictions. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, pertaining to the location of Structures on a lot in the Subdivision, or diminishing or relinquishing rights reserved to Developer shall be conclusively deemed to be within the authority and right of Developer under this Paragraph.

ARTICLE II

MISCELLANEOUS

1. Term and Amendment. These Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a majority of the owners of lots in the Subdivision, has been recorded in the Public Records of Pinellas County, Florida, which instrument may alter or rescind these Restrictions in whole or in part. Subject to the provisions of Paragraph 15 of Article I, these Restrictions may be amended or modified only by seventy-five per cent (75%) of the lot owners. For the purposes of the foregoing sentence, ownership of more than one lot by any person, other than Developer, shall be construed as ownership of a single lot, but such shall not apply in the case of Developer. No amendment of the Restrictions pursuant to this Paragraph, however, shall require a lot owner to remove any Structure or fence constructed in compliance with the Restrictions existing on (i) the date on which the construction of such Structure or fence commenced; or (ii) the date on which the owner took title to his lot

if the construction of such Structure of fence commenced within ninety (90) days of his taking title, nor shall any amendment pursuant hereto require Developer to relinquish any rights reserved to it under these Restrictions. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of the County.

2. Enforcement. If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns, shall violate or attempt to violate any of these Restrictions it shall be the right of the Developer or any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions, whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provision of these Restrictions upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent the Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

3. Severability. Invalidation of any one of these Restrictions by judgment or court order shall not effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in the presence of:

Sherry Anne Buck
[Signature]

UNITED STATES STEEL CORPORATION

By [Signature]
F. E. Felix, Jr.,
General Manager
Florida Operations
USS Realty Development Division
of United States Steel
Corporation

Attest: [Signature]
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 F. E. FELIX, JR. and John P. Shoup, General Manager, Florida Operations, USS Realty Development Division of United States Steel Corporation, and Assistant Secretary of United States Steel Corporation, re-

if the construction of such Structure of fence commenced within ninety (90) days of his taking title, nor shall any amendment pursuant hereto require Developer to relinquish any rights reserved to it under these Restrictions. No amendment hereunder shall become effective prior to the time a duly executed and acknowledged copy is recorded among the Public Records of the County.

2. Enforcement. If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns, shall violate or attempt to violate any of these Restrictions it shall be the right of the Developer or any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions, whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provision of these Restrictions upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent the Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

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Signed, sealed and delivered in the presence of:

Sherry Lane Buck

John P. Shoup

UNITED STATES STEEL CORPORATION

By F. E. Felix, Jr.
General Manager
Florida Operations
USS Realty Development Division
of United States Steel Corporation

Attest: John P. Shoup
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 F. E. FELIX, JR. and John P. Shoup, General Manager, Florida Operations, USS Realty Development Division of United States Steel Corporation, and Assistant Secretary of United States Steel Corporation, re-

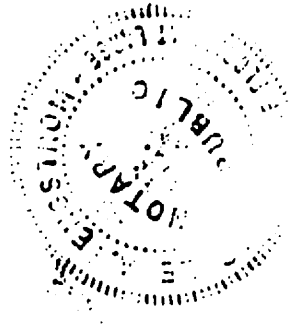
spectively, to me known to be the persons described in and who executed the foregoing Declaration of Restrictions and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 10th day of September, A.D. 1982.

Carole A. Cryston

Notary Public
My Commission Expires:

NOTARY PUBLIC, State of Florida At Large
My Commission Expires Aug. 21st, 1983.
Bonded By American Fire & Casualty Co.



RCW: cae

LAW OFFICES OF
RICHARDS, NODINE,
GILKEY FITE,
MEYER & THOMPSON, P. A.
CLEARWATER, FLORIDA

spectively, to me known to be the persons described in and who executed the foregoing Declaration of 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.

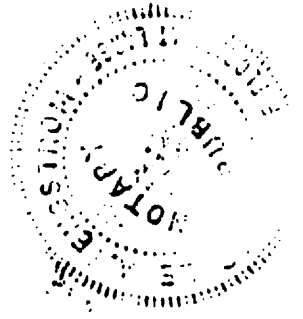
WITNESS my hand and official seal this 10th day of September, A.D. 1982.

Carole A. Cryston

Notary Public

My Commission Expires:

NOTARY PUBLIC, State of Florida At Large
My Commission Expires Aug. 21st, 1983.
Bonded By American Fire & Casualty Co.

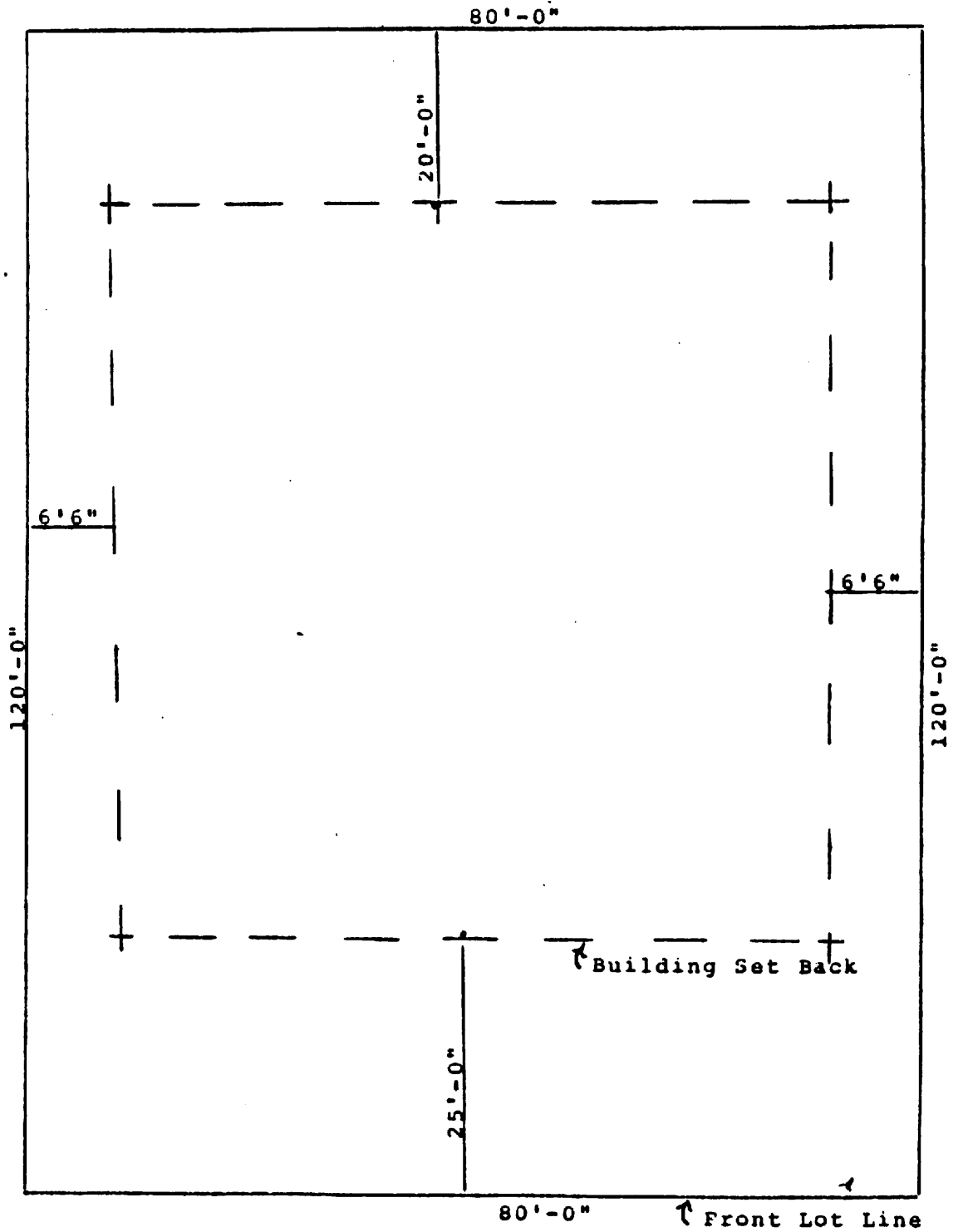


RCW:cae

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GILKEY FITE,
MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

SKIMMER POINT Phase II

Typical Lot (non-corner)



SKIMMER POINT Phase II

Typical Lot (corner)

