

**Return to:**

**This Instrument Prepared by and Return to:**

Jessica L. Knox, Esq.

**Address:**

Knox Levine, P.A.  
36428 U.S. Hwy 19 N  
Palm Harbor, FL 34684

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**SPACE ABOVE THIS LINE FOR PROCESSING AND RECORDING DATA**

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**REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PIPERS GLEN**

WHEREAS, Piper's Glen, according to the map or plat thereof recorded in Plat Book 76, Pages 1-2 of the Public Records of Pinellas County, Florida, is a platted subdivision located in Pinellas County Florida; and

WHEREAS, the Developer, U.S. Home of Florida, Inc., a Florida Corporation (hereinafter called the "Developer") as the then sole owner of the real property described the Declaration of Covenants, Conditions and Restrictions, originally recorded in Official Records Book 4450, Page 959, et. seq., related to the above-referenced Plat; and

WHEREAS, The Declaration listed above (the "Original Declaration") is recorded in the Public Records of Pinellas County. The Original Declaration declared that all of the property described therein shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth therein, which were for the purpose of protecting the value and desirability of, and which shall run with the real property and shall 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; and

WHEREAS, the Developer originally submitted the real property described in Exhibit A, as such exhibit is attached and incorporated into this revitalized Declaration of Covenants, Conditions and Restrictions of Piper's Glen (the "Declaration"), to the Original Declaration,

WHEREAS, the Developer no longer has any right, title or interest in the real property described in Exhibit A, and which lack of interest is verified in Exhibit C; and

WHEREAS, the Original Declaration was extinguished by operation of the Marketable Record Title Act, as set forth in Chapter 712, Florida Statutes, so that the Original Declaration is no longer a valid encumbrance on the title of the real property in Exhibit A, which was originally made subject thereto; and

WHEREAS, pursuant to §720.403-407, Florida Statutes, at least a majority of the Owners of the Lots within Piper's Glen, as such real property is described in Exhibit A of this revitalized Declaration, do hereby with and consent to revitalize the extinguished Original Declaration pursuant to Florida law, and irrevocably submit and subject each and every Lot within Piper's Glen to be held, sold, and conveyed subject to this revitalized Declaration and the easements, restrictions, covenants and conditions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all parties having any right, title, or interest in the described properties or in any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of real property made subject thereto; and

WHEREAS, each Lot which is to be subject to the revitalized Declaration, and the name of each Owner of such Lot(s), as assessed in the last complete tax assessment roll of Pinellas County, along with the address and legal description of each Lot affected by this Declaration, is attached to this revitalized Declaration as Exhibit C and incorporated herein and a graphic depiction of the affected real property is attached to this revitalized Declaration as Exhibit F and incorporated herein;

NOW THEREFORE, the President and Secretary of the Association, acting pursuant to §720.403-407, Florida Statutes, and with the consent of at least a majority of the Owners of Lots within Piper's Glen, and with the formal approval of the Florida Department of Economic Opportunity, as required by Florida law and as evidenced by Exhibit G; the President and Secretary, by their execution and recording of this Declaration, do hereby declare that all of the real property described in Exhibit A attached hereto, 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 described in Exhibit A of this Declaration, and shall be binding on all parties having any right, title, or interest in the described real property or any part thereof, including, without limitation, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner of the described real property or any portion thereof

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to PIPER'S GLEN HOMEOWNERS

ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall move and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the conveyance of the first lot is described as follows:

A portion of Tract 2 according to the Plat of "Amberlea West" as recorded in Plat Book 72, page 72 of the Public Records of Pinellas County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Tract 2 "AMBERLEA WEST" according to the Plat thereof as recorded in Plat Book 72 at page 72 of the Public Records of Pinellas County, Florida the same being the point of intersection of the north line of said Tract 2 and the easterly right-of-way line of Amberlea Drive South (50' r/w); thence S 89° 28' 16" E., along said north line of said Tract 2, for 507.52 feet to the POINT OF BEGINNING; thence continue S 89° 28' 16" E for 107.00 feet to a point of curvature of a curve that is concave to the south; thence southeasterly along the arc of said curve having a radius of 295.00 feet and a central angle of 0° 34' 58" for 3.00 feet to a point on the arc of said curve; thence S 0° 31' 44" W for 220.80 feet to a point on the north right-of-way line of Amberlea Drive South; thence N 86° 46' 32" W, along said right-of-way line for 51.45 feet to a point of curvature of a curve that is concave to the south; thence along the arc of said curve having a radius of 1355.74 feet and a central angle of 2° 28' 40" for 58.63 feet; thence N 0° 31' 44" E for 216.91 feet to the POINT OF BEGINNING.

"Common Area" shall in addition to the foregoing, mean and include:

For purpose of maintenance, that certain 10' by 95' curbed median strip located within the dedicated right-of-way of Amberlea Drive at the entrance to the properties which has been improved by the construction thereon of an identification sign, containing the sub-division name to-wit: PIPERS GLEN, and various landscaping.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. "Lot" shall in addition to the foregoing mean and refer to any condominium unit of any condominium established within the properties.

Section 6. "Declarant" shall mean and refer to U.S. HOME OF FLORIDA, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owners' Easements 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) The right of the Association to charge reasonable facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting right and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(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 purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless and instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owners may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership, or
- (b) on July 1<sup>st</sup>, 1979.

#### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENT**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly

assumed by them.

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 in the Properties and for the improvement and maintenance of the Common Area.

Section 3.      Maximum Annual Assessment.   Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the minimum annual assessment shall be ONE HUNDRED FIFTY FOUR DOLLARS AND FIFTY SIX CENTS (\$154.56) per Lot.

(a)      From and after January 1 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 5% above the maximum assessment for the previous year without a vote of the membership.

(b)      From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment be increased above 5% by 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.

(c)      The board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.      Special Assessments for Capital Improvements.   In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the

Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 on 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

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 the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent obligated to pay the same, or foreclose the lien against the property. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, 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.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made

until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, approval will not be deemed to have been fully complied with. The provisions of this article shall not apply to that portion of the properties legally described on Exhibit "A" attached hereto and made part hereof as same has been improved by the construction thereon of 41 apartment units in 12 buildings, and Declarant will be submitting said land as improved to condominium ownership by the recording of the Declaration of Pipers Glen Condominium immediately following the recording of this Declaration.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by

judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they 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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**ADDENDUM TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**  
**(Originally recorded at Official Records Book 4453, Page 1159, et. seq.)**

THIS ADDENDUM TO THE DECLARATION, made this 1<sup>st</sup> day of September, A.D. 1976, by  
U.S. HOME OF FLORIDA, INC., a Florida corporation, (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant heretofore recorded that certain Declaration of Conveyance, Conditions and Restrictions affecting certain properties in the County of Pinellas, State of Florida, legally described as follows:

A parcel of land in the NW ¼ of Section 25, Township 28, South, Range 15 East and more particularly described as follows:

COMMENCE at the NW corner of Section 25, Township 28 South, Range 15 East, for the POINT OF BEGINNING, thence run S 89° 28' 16" E. a distance of 1929.54 feet to a point; thence run

S 0° 31' 44" W. a distance of 210.00 feet to a point; thence run  
S 35° 49' 15" W. a distance of 128.98 feet to a point; thence run  
S 11° 31' 00" W. a distance of 50.00 feet to a point; thence run  
S 1° 33' 43" W. a distance of 141.36 feet to a point; thence run  
S 33° 45' 01" W. a distance of 60.59 feet to a point; thence run  
S 34° 30' 00" W. a distance of 204.31 feet to a point; thence run  
S 25° 24' 47" W. a distance of 118.70 feet to a point; thence run  
N 89° 20' 11" W. a distance of 1114.37 feet to a point; thence run  
N 0° 18' 11" E. a distance of 5.88 feet to a point; thence run  
N 89° 28' 16" W. a distance of 528.0 feet to a point; thence run  
N 0° 18' 11" E. a distance of 825.0 feet to the POINT OF BEGINNING and containing 34.848 acres more or less

said Declaration of Covenants, Conditions and Restrictions being recorded in O.R. Book

4450 at page 959-985 of the Public Records of Pinellas County, (herein "Declaration"); and

WHEREAS, Declarant has subsequently platted a portion of said property known as PIPERS GLEN, the plat of said PIPERS GLEN having been recorded in Plat Book 76 at pages 1 and 2 of the Public Records of Pinellas County, Florida, (herein the "Subdivision"); and

WHEREAS, Declarant desires to place additional covenants, conditions and restrictions against the land included in Pipers Glen which shall be applicable solely to said subdivision.

NOW, THEREFORE, Declarant by these presents, does hereby declare that all of the properties in Piper's Glen subdivision in addition to easements, restrictions, covenants and

conditions contained in the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 4450 at page 959-985 of the Public Records of Pinellas County, Florida, shall be held, sold and conveyed subject to the following additional 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 in the sub-division 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.

1. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any parcel of the same other than one single-family dwelling not to exceed 2 1/2 stories in height.

2. No dwelling shall have a ground floor square foot area of less than eight hundred (800) square feet for two, three, or four bedroom houses, exclusive of screened area, open porches, terraces, patios, private garages, and servant's quarters or rooms.

3. No structure of any type shall be erected nearer than twenty-five (25) feet to the front lot line of any lot. No structure shall be erected twenty (20) feet to any rear lot line. No structure shall be erected nearer than a minimum on side lot lines of 7.5 feet. No structure shall be erected nearer than twenty-five (25) feet to any side or rear street line. No structure shall exceed two and one half (2 1/2) stories and shall not exceed twenty-five feet (25) in height.

4. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on said plat filed in the Public Records of Pinellas County, Florida, are hereby reserved.

5. No trailer, shack, garage, barn or other building shall, at any time be erected and used as a residence or other occupancy temporarily or character be permitted. No structure of any kind shall be moved on to any part of the above described land except temporary buildings used by contractors in connection with construction work.

6. Prior to start of construction, builder will submit two copies of complete building plans, including plot plan and a grading plan, to the developer for the purpose of insuring that the homes will preserve a uniformly high standard of construction. No structure or fence shall be erected on any building lot in this subdivision until such plans are approved by the developer in writing. Refusal of approval of plans are approval may be based on any ground including purely aesthetic grounds which in the sole and uncontrolled discretion of the developer shall be deemed sufficient.

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

8. No servants' quarters or rooms may be erected on any lot, except where said servants' quarters or servants' rooms are attached to the main structure or to the attached garage.

9. 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.

10. No advertising signs shall be displayed with the exception of "For Sale" signs, not

exceeding 24" x 24", which may be displayed inside a window of a house, except that when houses are "open for inspection" and the particular house attended by an owner's representative, then only a sign not exceeding 36" x 36" may be displayed outside the house. Provided, however, that the developer, or assignees shall have the right to erect and maintain signs advertising Piper's Glen properties of such size as they deem necessary, until all the lots with houses in the entire development have been sold.

11. No vehicles shall be parked on any part of this property except on paved streets and paved driveways. No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. Boats and/or trailers shall be parked inside of garages and/or concealed from public view.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept in sanitary containers properly concealed from public view.

13. Every person, firm, or corporation purchasing a lot in Piper's Glen recognizes that the developer has the right to maintain such furnished model homes open to the public for inspection seven days per week for such hours as are deemed necessary and practical until all of the lots with houses in the entire development have been sold.

14. Every person, firm or corporation purchasing a lot in said subdivision shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm or corporation, to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

15. The developer shall have the right and authority to approve exceptions or variations from these restrictions without notice or liability to the owners of other lots or any persons of authority whatsoever.

16. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyances subsequently executed and shall be binding on all parties and all persons claiming under them until January 1, 2020, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots have been recorded, agreeing to change, alter or rescind said covenants in whole or in part.

17. If any person, firm, or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions before January 1, 2020, or any extension in writing thereof, it shall be lawful for any other person or persons owning any part of parcel of any above-described land to prosecute any proceeding at law or inequality against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

19. All dwellings shall be constructed with concrete driveways, solid sodded front lawns, according to the developer's specifications, and a basic shrubbery planting across the front of the house.

20. Plans for all fences must be submitted to developer for approval prior to

installation until all houses are constructed and sold in this plat. Thereafter, individual fences may be installed only upon written approval of any adjoining property owner to the fence to be installed.

**ADDENDUM TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(Originally recorded at Official Records Book 4481, Page 585, et. seq.)**

THIS ADDENDUM TO THE DECLARATION, made this 2<sup>nd</sup> day of November, A.D. 1976, by  
U.S. HOME OF FLORIDA, INC., a Florida corporation, (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant heretofore recorded that certain Declaration of Conveyance, Conditions and Restrictions affecting certain properties in the County of Pinellas, State of Florida, legally described as follows:

A parcel of land in the NW 1/4 of Section 25, Township 28, South, Range 15 East and more particularly described as follows:

COMMENCE at the NW corner of Section 25, Township 28 South, Range 15 East, for the POINT OF BEGINNING, thence run S 89° 28' 16" E. a distance of 1929.54 feet to a point;

thence run

S 0° 31' 44" W. a distance of 210.00 feet to a point; thence run  
S 35° 49' 15" W. a distance of 128.98 feet to a point; thence run  
S 11° 31' 00" W. a distance of 50.00 feet to a point; thence run  
S 1° 33' 43" W. a distance of 141.36 feet to a point; thence run  
S 33° 45' 01" W. a distance of 60.59 feet to a point; thence run  
S 34° 30' 00" W. a distance of 204.31 feet to a point; thence run  
S 25° 24' 47" W. a distance of 118.70 feet to a point; thence run  
N 89° 20' 11" W. a distance of 1114.37 feet to a point; thence run  
N 0° 18' 11" E. a distance of 5.88 feet to a point; thence run  
N 89° 28' 16" W. a distance of 528.0 feet to a point; thence run  
N 0° 18' 11" E. a distance of 825.0 feet to the POINT OF BEGINNING and containing 34.848 acres more or less

said Declaration of Covenants, Conditions and Restrictions being recorded in O.R. Book 4450 at page 959-985 of the Public Records of Pinellas County, (herein "Declaration"); and

WHEREAS, the words and figures "One Hundred Thirty Dollars and Fifty Six Cents (\$130.56) per lot" contained in the first sentence of Article IV Section 3 of the Declaration is erroneous due to an improper computation by Declarant and should in fact have been and is "One Hundred Fifty Four Dollars and Fifty Six Cents (\$154.56) per lot"; and

WHEREAS, Declarant has subsequently platted a portion of said property known as PIPERS GLEN, the plat of said PIPERS GLEN having been recorded in Plat Book 76 at pages 1 and 2 of the Public Records of Pinellas County, Florida, (herein the "Subdivision"); and

WHEREAS, Declarant desires to amend said Declaration, and place additional covenants, conditions and restrictions against the land included in Piper's Glen which shall be applicable solely to said subdivision.

NOW THEREFORE, Declarant by these present does hereby amend the Declaration as follows:

Article IV Section 3 be and the same is hereby amended by deleting from the first sentence thereof, the following words and figures "One Hundred Thirty Dollars and Fifty Six Cents (\$130.56) per lot" and inserting in lieu thereof the words and figures "One Hundred Fifty Four Dollars and Fifty Six Cents (\$154.56) per lot."

DECLARANT FURTHER BY THESE PRESENT, does hereby declare that all of the properties in Piper's Glen subdivision, in addition to easements, restrictions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book

4450 at page 959-985 of the Public Records of Pinellas County, Florida, there as above amended shall be held, sold and conveyed subject to the additional 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 in the sub-division 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.

1. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any parcel of the same other than one single-family dwelling not to exceed 2 1/2 stories in height.
2. No dwelling shall have a ground floor square foot area of less than eight hundred (800) square feet for two, three, or four bedroom houses, exclusive of screened area, open porches, terraces, patios, private garages, and servant's quarters or rooms.
3. No structure of any type shall be erected nearer than twenty-five (25) feet to the front lot line of any lot. No structure shall be erected twenty (20) feet to any rear lot line. No structure shall be erected nearer than a minimum on side lot lines of 7.5 feet. No structure shall be erected nearer than twenty-five (25) feet to any side or rear street line. No structure shall exceed two and one half (2½) stories and shall not exceed twenty-five feet (25) in height.
4. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on said plat filed in the Public Records of Pinellas County, Florida, are hereby reserved.
5. No trailer, shack, garage, barn or other building shall, at any time be erected and

used as a residence or other occupancy temporarily or character be permitted. No structure of any kind shall be moved on to any part of the above described land except temporary buildings used by contractors in connection with construction work.

6. Prior to start of construction, builder will submit two copies of complete building plans, including plot plan and a grading plan, to the developer for the purpose of insuring that the homes will preserve a uniformly high standard of construction.

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

8. No servants' quarters or rooms may be erected on any lot, except where said servants' quarters or servants' rooms are attached to the main structure or to the attached garage.

9. 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.

10. No advertising signs shall be displayed with the exception of "For Sale" signs, not exceeding 24" x 24", which may be displayed inside a window of a house, except that when houses are "Open for Inspection" and the particular house attended by an owner's representative, then only a sign not exceeding 36" x 36" may be displayed outside the house.

Provided, however, that the developer, or assignees shall have the right to erect and maintain signs advertising Piper's Glen properties of such size as they deem necessary, until all the lots

with houses in the entire development have been sold.

11. No vehicles shall be parked on any part of this property except on paved streets and paved driveways. No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. Boats and/or trailers shall be parked inside of garages and/or concealed from public view.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept in sanitary containers properly concealed from public view.

13. Every person, firm, or corporation purchasing a lot in Piper's Glen recognizes that the developer has the right to maintain such furnished model homes open to the public for inspection seven days per week for such hours as are deemed necessary and practical until all of the lots with houses in the entire development have been sold.

14. Every person, firm or corporation purchasing a lot in said subdivision shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm or corporation, to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

15. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyances subsequently executed and shall be binding on all parties and all persons claiming under them until January 1, 2020, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots have been recorded,

agreeing to change, alter or rescind said covenants in whole or in part.

16. If any person, firm, or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions before January 1, 2020, or any extension in writing thereof, it shall be lawful for any other person or persons owning any part of parcel of any above-described land to prosecute any proceeding at law or inequality against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

18. All dwellings shall be constructed with concrete driveways, solid sodded front lawns, according to the developer's specifications, and a basic shrubbery planting across the front of the house.

**ADDENDUM TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**  
**(Originally recorded at Official Records Book 11687, Page 1977, et. seq.)**

The following language is added to Article V regarding sheds:

Notwithstanding the foregoing language, sheds shall be permitted provided that they comply with all applicable laws and ordinances and are not visible from any other lot or adjoining property. All plans indicating compliance with the requirements hereof shall be required to be approved in advance in accordance with Article V herein above.

The following language is added to Article VI, Section 3 regarding method of amendment:

In addition to the foregoing method of amendment, this Declaration may be amended by the vote of 75% of the voting interests of the Association at a duly called meeting of the membership. Notice of the proposed change or changes must be provided to the members prior to the meeting.

IN WITNESS WHEREOF, this Declaration Covenants, Condition and Restrictions of Pipers Glen is executed by the undersigned officers of the Association pursuant to §720.403-407, Florida Statutes, and by their execution of same the undersigned officers to obligate the Association to perform the duties and obligations as required herein.

ASSOCIATION:

PIPER'S GLEN HOMEOWNERS ASSOCIATION, INC.

By: Karen Dombrowski  
Karen Dombrowski

Its: President

By: Barbara Carter  
Barbara Carter

Its: Treasurer

By: Diana Lockard  
Diana Lockard

Its: Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Karen Dombrowski, Barbara Carter, and Diana Lockard to me known to be the President, Treasurer, and Secretary respectively, of Pipers Glen Homeowners Association, Inc. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced FL DL, FL DL and FL DL (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 7 day  
of October, 2015.

Notary Public

Printed Name: Rezarta Marini

My commission expires: 02/02/2019



Rezarta Marini  
State of Florida  
My Commission Expires 02/02/2019  
Commission No. FF 194909

**EXHIBIT A**

**The Property**

A parcel of land in the NW ¼ of Section 25, Township 28, South, Range 15 East and more particularly described as follows:

COMMENCE at the NW corner of Section 25, Township 28 South, Range 15 East, for the POINT OF BEGINNING, thence run S 89° 28' 16" E. a distance of 1929.54 feet to a point; thence run

S 0° 31' 44" W. a distance of 210.00 feet to a point; thence run

S 35° 49' 15" W. a distance of 128.98 feet to a point; thence run

S 11° 31' 00" W. a distance of 50.00 feet to a point; thence run

S 1° 33' 43" W. a distance of 141.36 feet to a point; thence run

S 33° 45' 01" W. a distance of 60.59 feet to a point; thence run

S 34° 30' 00" W. a distance of 204.31 feet to a point; thence run

S 25° 24' 47" W. a distance of 118.70 feet to a point; thence run

N 89° 20' 11" W. a distance of 1114.37 feet to a point; thence run

N 0° 18' 11" E. a distance of 5.88 feet to a point; thence run

N 89° 28' 16" W. a distance of 528.0 feet to a point; thence run

N 0° 18' 11" E. a distance of 825.0 feet to the POINT OF BEGINNING and containing 34.848 acres more or less

**EXHIBIT B**

**COMMON AREA**

A portion of Tract 2 according to the Plat of "Amberlea West" as recorded in Plat Book 72, page 72 of the Public Records of Pinellas County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Tract 2 "AMBERLEA WEST" according to the Plat thereof as recorded in Plat Book 72 at page 72 of the Public Records of Pinellas County, Florida the same being the point of intersection of the north line of said Tract 2 and the easterly right-of-way line of Amberlea Drive South (50' r/w); thence S 89° 28' 16" E., along said north line of said Tract 2, for 507.52 feet to the POINT OF BEGINNING; thence continue S 89° 28' 16" E for 107.00 feet to a point of curvature of a curve that is concave to the south; thence southeasterly along the arc of said curve having a radius of 295.00 feet and a central angle of 0° 34' 58" for 3.00 feet to a point on the arc of said curve; thence S 0° 31' 44" W for 220.80 feet to a point on the north right-of-way line of Amberlea Drive South; thence N 86° 46' 32" W, along said right-of-way line for 51.45 feet to a point of curvature of a curve that is concave to the south; thence along the arc of said curve having a radius of 1355.74 feet and a central angle of 2° 28' 40" for 58.63 feet; thence N 0° 31' 44" E for 216.91 feet to the POINT OF BEGINNING.

**EXHIBIT C****Lot Addresses and Legal Descriptions and Affected Owners**  
THESE HAVE TO BE CHECKED FOR ACCURACY/PROP OWNERSHIP CHANGES

**The following lots are located in Piper's Glen, and the form of the legal description is as follows:**

**Lot \_\_\_, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida.**

**Differing legal descriptions are as indicated below.**

	<b>Property Address</b>	<b>Ownership</b>	<b>Legal Description</b>
1	1608 AMBERGLEN DR	RAMIREZ, JOHN RICHARD III	Lot 60
2	1610 AMBERGLEN DR	BENNETT, MICHAEL J / MORROW, SHELBY A	Lot 59, less the East 0.67 feet
3	1611 AMBERGLEN DR	EBY, WARREN L	Lot 48
4	1614 AMBERGLEN DR	GAMBLE, LINDA J	Lot 58 and East 0.67 feet of Lot 59
5	1615 AMBERGLEN DR	MC NEILL, GAYLE	Lot 49
6	1618 AMBERGLEN DR	WATSON, DAVID K	Lot 57
7	1620 AMBERGLEN DR	FLANIGAN, TIMOTHY	Lot 56
8	1621 AMBERGLEN DR	KEATING, RICHARD G	Lot 50
9	1622 AMBERGLEN DR	EBERIUS, WAYNE R /EBERIUS, DENISE F	Lot 55
10	1623 AMBERGLEN DR	LE CLERE, BETTY	Lot 51
11	1627 AMBERGLEN DR	GIAIMO, JAMES	Lot 52
12	1630 AMBERGLEN DR	HIOS, MARY	Lot 54
13	1631 AMBERGLEN DR	TAYLOR, WALLACE D / TAYLOR, EILEEN M	Lot 53
14	1375 AMBERLEA DR S	MURDOCK, KEITH A	Lot 78
15	1385 AMBERLEA DR S	MULRANE, LISA J / KING BRIAN	Lot 77
16	1544 AMBERLEA DR N	TOUCHTON, GARY J / TOUCHTON, ELIZABETH W	Lot 6
17	1564 AMBERLEA DR N	LOCKARD, TIMOTHY J / LOCKARD, DIANA B	Lot 7
18	1565 AMBERLEA DR N	CARTER, BARBARA RAE / NOVICKI, CARL J JR	Lot 76
19	1568 AMBERLEA DR N	STEO, ROBERT J	Lot 8

20	1570 AMBERLEA DR N	HARRIS, ROBERT M / HARRIS, PENNY J	Lot 9
21	1571 AMBERLEA DR N	BATTLE, SAMUEL E JR / BATTLE, SHARON	Lot 81
22	1572 AMBERLEA DR N	YODER, CAROL IRENE / YODER, TERRY	Lot 10
23	1574 AMBERLEA DR N	GRAMMAR, JOANN	Lot 11
24	1575 AMBERLEA DR N	SARNOWSKI, MARTHA M	Lot 82
25	1576 AMBERLEA DR N	WOLF, RONALD J / WOLF, MARGARET MARY	Lot 12
26	1579 AMBERLEA DR N	HIRES, MARY E	Lot 83
27	1580 AMBERLEA DR N	MARCEL CAPITAL LLC	Lot 13
28	1583 AMBERLEA DR N	LANGE, MARK S / LANGE, TIA J	Lot 84
29	1586 AMBERLEA DR N	BOZARTH, RONALD D / BOZARTH, JAMIE R	Lot 14
30	1589 AMBERLEA DR N	HORNE, GLENDA MARIE / CARTER, ELIZABETH HORNE	Lot 85
31	1592 AMBERLEA DR N	DONNELLY, KATHRYN C	Lot 15
32	1596 AMBERLEA DR N	MESAGNO, EMANUEL / MESAGNO, PATRICIA	Lot 16
33	1597 AMBERLEA DR N	SMITH, DEBRA J	Lot 86
34	1600 AMBERLEA DR N	NOYES, MARK H	Lot 17
35	1601 AMBERLEA DR N	MC MASTER, DAYNA S	Lot 87
36	1602 AMBERLEA DR S	PJETRI, NDREK / PJETRI, ANA	Lot 62
37	1604 AMBERLEA DR N	DOZOIS, LEA	Lot 18
38	1604 AMBERLEA DR S	DOERGES, JACQUELINE	Lot 61
39	1605 AMBERLEA DR N	HERRING, ANN M	Lot 88
40	1607 AMBERLEA DR N	SHIELDS, JAY C / SHIELDS, STACIE K	Lot 89
41	1608 AMBERLEA DR N	BARALT, WILLIAM P / BARALT, ANNA C	Lot 19
42	1610 AMBERLEA DR N	HALVORSEN, JOHN / HALVORSEN, SUSAN	Lot 20
43	1611 AMBERLEA DR N	APERGIS, ATHENA I ESTATE	Lot 90
44	1614 AMBERLEA DR N	RASK, MEGAN / RASK, PAMELA	Lot 21
45	1615 AMBERLEA DR N	WALTON, JEREMY / WALTON, ERIN / WALTON, TONY / WALTON, LAURIE	Lot 91
46	1618 AMBERLEA DR N	CLARK, JENNIFER N	Lot 22

47	1620 AMBERLEA DR N	MERCER, DENNIS R / MERCER, CHARLENE R	Lot 23
48	1621 AMBERLEA DR N	GARCIA, SERGIO & GARCIA, MARIA, TRUSTEES OF THE SERGIO GARCIA AND MARIA GARCIA LIVING TRUST AGMT DATED 8/12/03	Lot 92
49	1623 AMBERLEA DR N	BOYER, RICHARD / BOYER, ALLISON E	Lot 93
50	1630 AMBERLEA DR N	DOYLE, MICHAEL J / DOYLE, DAWN F	Lot 24
51	1640 AMBERLEA DR N	ABRESCH, WAYNE	Lot 25
52	1384 GREENWOOD DR	CLOBRIDGE, CAROL A	Lot 80
53	1390 GREENWOOD DR	KINZER, DANIEL / KINZER, SANDRA D	Lot 79
54	1570 GREENWOOD DR	TAYLOR, KENNETH B / TAYLOR, VIVIAN A	Lot 106
55	1576 GREENWOOD DR	AMERICAN PROVIDERS INC	Lot 107
56	1580 GREENWOOD DR	BURGESS, CHRISTOPHER A / BURGESS, TAMMY L	Lot 105
57	1590 GREENWOOD DR	ACIERNÓ, JAMES P	Lot 104
58	1598 GREENWOOD DR	TORRES, HORTENSIA	Lot 103
59	1601 GREENWOOD DR	BIALESCHKI, EARL W	Lot 63
60	1602 GREENWOOD DR	BAUER, DOROTHY C	Lot 102
61	1603 GREENWOOD DR	FALCON, CARLOS M / FALCON, ISEL M	Lot 64
62	1605 GREENWOOD DR	CLARK, WAYNE R / CLARK, CATHLEEN M	Lot 65
63	1606 GREENWOOD DR	BEARDSLEY, JAMES K / BEARDSLEY, SANDRA M	Lot 101
64	1608 GREENWOOD DR	COMPARIN, KARRI A	Lot 100
65	1609 GREENWOOD DR	CRELLIN, MARK	Lot 66
66	1612 GREENWOOD DR	SCOTT, ANDREW V	Lot 99
67	1613 GREENWOOD DR	DOMBROWSKI, KAREN	Lot 67
68	1616 GREENWOOD DR	SAGNELLA, TRICIA	Lot 98
69	1617 GREENWOOD DR	GAY, WALTER K / GAY, CYNTHIA J	Lot 68
70	1619 GREENWOOD DR	DODDRIDGE, THOMAS D / DODDRIDGE, BRENDA	Lot 69
71	1622 GREENWOOD DR	CREMONA, JAMES S / CREMONA, BRENDA L	Lot 97
72	1624 GREENWOOD DR	HOBBIE, JAMES M	Lot 96
73	1625 GREENWOOD DR	PIAZZA, ROBERT L	Lot 70

74	1626 GREENWOOD DR	LUTZ, ALBERT III	Lot 95
75	1628 GREENWOOD DR	GEROGIANNIS, JAMES D / GEROGIANNIS, BETTIE V / HUNTON, ROY T	Lot 94
76	1629 GREENWOOD DR	WRIGHT, BRETT E / STAFFIERI, JUDY M	Lot 71
77	1633 GREENWOOD DR	RAU, GEOFFREY A / RAU, JUDY L	Lot 72
78	1635 GREENWOOD DR	DILBECK, LORAIN L	Lot 73
79	1645 GREENWOOD DR	AURICH, BRIAN K / AURICH, ERIN C	Lot 74
80	1655 GREENWOOD DR	VIERK, WAYNE A / VIERK, LINDA J	Lot 75
81	1410 VALE CT	GAGLIARDI, GLENN J	Lot 26
82	1420 VALE CT	TEW, RONALD H / TEW, SHERRY D	Lot 27
83	1430 VALE CT	DI FRANCESCO, MICHAEL / REIFEL, JEFFREY A	Lot 28
84	1440 VALE CT	VIVES-SAGARIDA, WILFREDO / VIVES, AVIGAIL	Lot 29
85	1450 VALE CT	FUNKE, LINDA L	Lot 30
86	1460 VALE CT	BARNARD, GARY E / BARNARD, KATHLEEN T	Lot 31
87	1470 VALE CT	MARKS, JEFFREY A / MARKS, DIANE	Lot 32
88	1309 WILDWOOD CT	RUSSO, TAMARA / WATKINS, ANTHONY	Lot 40
89	1310 WILDWOOD CT	O'CONNELL, SANDRA M	Lot 39, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less and except a Westerly portion of Lot 39 of Piper's Glen according to the plat thereof as recorded in Plat Book 76, Pages 1 and 2, of the Public Records of Pinellas County, Florida, and being more particularly described as follows: Beginning at the Southwest corner of said Lot 39; thence along the West line of said Lot 39, on an assumed bearing North 00° 13' 25" East a distance of 128.43 feet to the Northwest corner of said Lot 39, North 87° 23' 09" East a distance of 10.01 feet to a line lying

			and being parallel with said West line 10.00 feet; thence along said parallel line South $00^{\circ} 13' 25''$ West, a distance of 30.49 feet to the Point of Curvature of a curve concave to the West having a radius of 3220.13 feet; thence along said curve Southwesterly through a central angle of $01^{\circ} 45' 13''$ an arc distance of 98.56 feet to the South line of said Lot 39, thence along said South-line North $89^{\circ} 28' 02''$ West a distance of 8.49 feet to the Point of Beginning.
90	1313 WILLOWOOD CT	DE SOUZA, SHERMAN A	Lot 41
91	1323 WILLOWOOD CT	ZULICK, JEFFREY STEPHEN	Lot 42
92	1330 WILLOWOOD CT	BRESLIN, THOMAS W	Lot 38, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less West 10 feet for road right-of-way
93	1333 WILLOWOOD CT	IOANNOU, MIKE	Lot 43
94	1340 WILLOWOOD CT	DARAS, LARRY N / DARAS, KALLIOPI	Lot 37, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less the West 10 feet for road right-of-way
95	1343 WILLOWOOD CT	LEARNED, MARCIA L / LEARNED, DAVID A	Lot 44
96	1350 WILLOWOOD CT	MELECIO, NIEVES A / ARANGO, GERMAN E	Lot 36, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less and except the West 10 feet of Lot 36, as deed out in Official Records Book 5412, Page 245, for road right of way purposes, Public Records of Pinellas County, Florida
97	1353 WILLOWOOD CT	BARBARIGO, GABRIELLA	Lot 45
98	1360 WILLOWOOD CT	PAPASERGI, SERGIS L ESTATE	Lot 35
99	1363 WILLOWOOD CT	MAZIARSKI, MICHAEL W	Lot 46
100	1370 WILLOWOOD CT	TOWLE, ROBERT	Lot 34
101	1380 WILLOWOOD CT	FETLAR LLC	Lot 33, Piper's Glen, according to the map or plat thereof as recorded in

			Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less the West 10 feet thereof.
102	1383 WILDWOOD CT	JOHANTGEN, JEROME J /JOHANTGEN, GLENNA J	Lot 47
103	1420 WILDWOOD CT	REAGAN, WENDY L /REAGAN, DENNIS J	Lot 1, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less that portion taken by Pinellas County by Order of Taking, Filed 10-7-82 in O.R. Book 5412, Page 245, Public Records of Pinellas County, Florida, for public right of- way more particularly described as follows: Beginning at the southwest corner of said Lot 1; thence along the West line of said Lot 1, on an assumed bearing North 00° 18' 25" East a distance of 84.96 feet to the Northwest corner of said Lot; thence along the North line of said Lot 1, South 89° 41' 35" East a distance of 13.67 feet to the point in a curve concave to the East and having a radius of 2,151.80 feet, a radial to said point bears North 86° 20' 55" West; thence Southerly through a central angle of 02° 15' 47" an arc distance of 85.00 feet to the South line of said Lot 1; thence along said South line North 89° 52' 23" West a distance of 10.38 feet to the Point of Beginning.
104	1440 WILDWOOD CT	GIBSON, ROBERT E JR /GIBSON, PAMELA A	Lot 2, Piper's Glen, according to the map or plat thereof as recorded in Plat Book 76, Pages 1 and 2, Public Records of Pinellas County, Florida, less the following: Beginning at the southwest corner of said Lot 2; thence along the west line of said Lot 2, on an assumed bearing N 00° 18' 25" East a distance of 141.45 ft. to the Northwest corner of said Lot 2 also being the North line of Section 25, Township 28 South, Range 15

			East; thence along said North line S 89° 28' 02" East a distance of 26.61 ft. to the Point on a curve concave to the East and having a radius of 2,151.80 ft., a radial to said Point bears N 82° 34' 07" West, thence Southerly through a central angle of 03° 46' 48" an arc distance of 141.96 ft. to the South line of said Lot 2; thence along said South line N 89° 41' 35" West a distance of 13.67 ft. to the Point of Beginning.
105	1444 WILLOWOOD CT	WILLAS, JOANNE L LIVING TRUST / WILLAS, JOANNE L TRUSTEE	Lot 3
106	1446 WILLOWOOD CT	STOTTLAR, GERALDINE	Lot 4
107	1448 WILLOWOOD CT	KUCEK, DAWN M	Lot 5

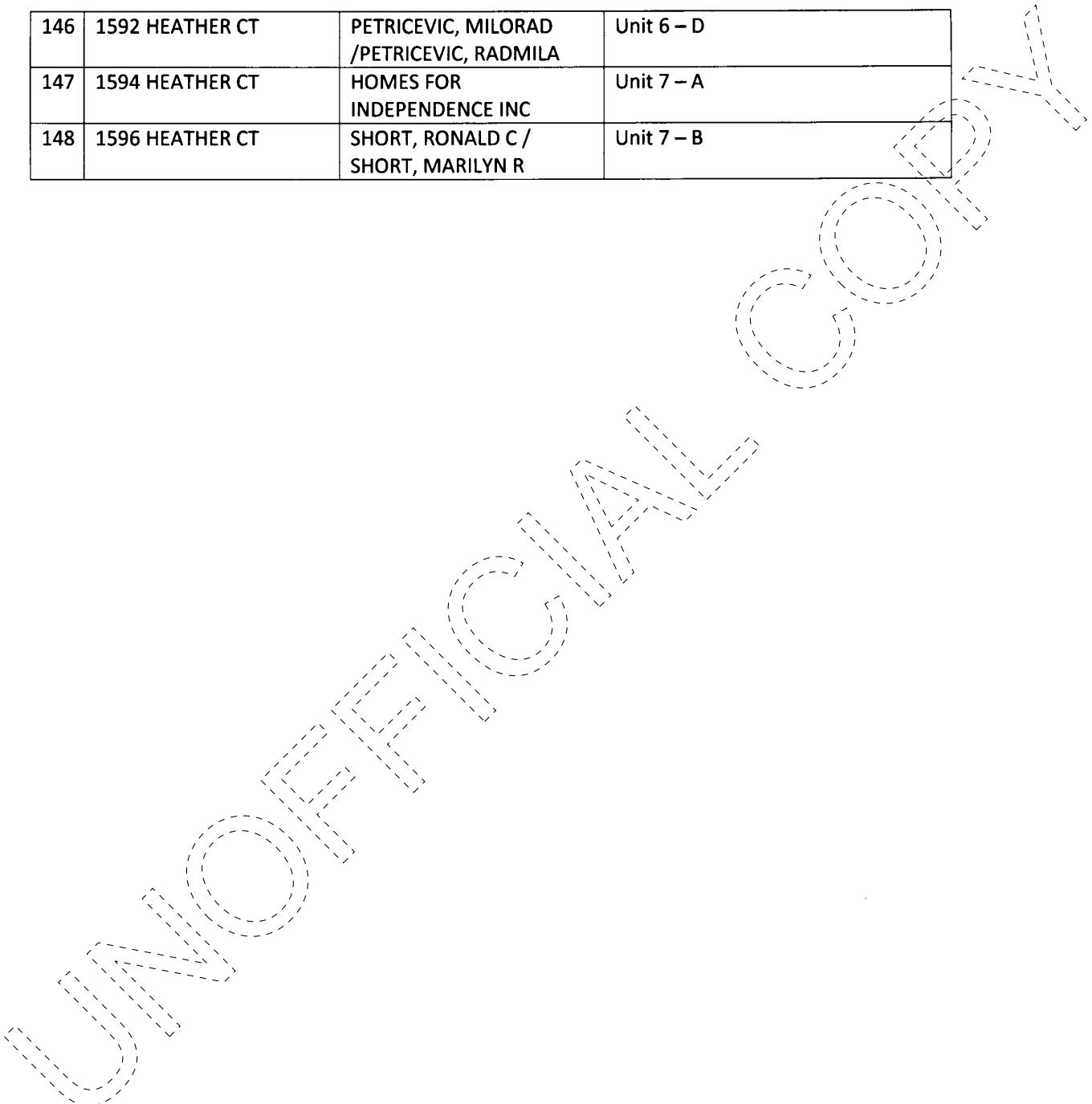
The following lots are located in Piper's Glen Condominium, and the form of the legal description is as follows:

Unit \_\_, PIPERS GLEN CONDOMINIUM, a condominium, according to the Plat thereof recorded in Condominium Plat Book 23, Page 12 through 15, inclusive, and being further described in that certain Declaration of Condominium thereof, as recorded in Official Records Book 4450, Pages 988 through 1032, inclusive, of the Public Records of Pinellas County, Florida, and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

	Property Address	Ownership	Legal Description
108	1569 AMBERLEA DR S	DORMAIRE, ALBERT A	Unit 8 - A
109	1571 AMBERLEA DR S	WILLIAMS, SEAN	Unit 8 - B
110	1573 AMBERLEA DR S	CRABTREE, TESSA	Unit 8 - C
111	1575 AMBERLEA DR S	GOOD, JACQUELINE	Unit 8 - D
112	1577 AMBERLEA DR S	LITCHFIELD, BEVERLY	Unit 9 - A
113	1579 AMBERLEA DR S	RYDER, DONNA MAE	Unit 9 - B
114	1581 AMBERLEA DR S	USA FED NATL MTG ASSN	Unit 9 - C
115	1583 AMBERLEA DR S	CAPITAL FUNDING GROUP LLC	Unit 9 - D

116	1585 AMBERLEA DR S	MARAKAS, JOHN / MARAKAS, FAY	Unit 10 - A
117	1587 AMBERLEA DR S	DRAWE, KATHLEEN K	Unit 10 - B
118	1589 AMBERLEA DR S	BLOSS, PAUL / BLOSS, MARLENE	Unit 10 - C
119	1591 AMBERLEA DR S	BURKE, DIANE E	Unit 10 - D
120	1593 AMBERLEA DR S	DE JOSE, JOSEPHINE	Unit 11 - A
121	1595 AMBERLEA DR S	SARRA, CHRISTOPHER	Unit 11 - B
122	1597 AMBERLEA DR S	CAWTHORNE, JOHN H / CAWTHORNE, BONNIE C	Unit 11 - C
123	1599 AMBERLEA DR S	CIESIELSKI, JANE BETH	Unit 11 - D
124	1601 AMBERLEA DR S	LANGE, PHILIP A	Unit 12 - A
125	1603 AMBERLEA DR S	FENDER, DANA	Unit 12 - B
126	1607 AMBERLEA DR S	FRISCHIA, DOROTHY ANN	Unit 12 - C
127	1554 GLEN CT	BLOSS, PAUL S / BLOSS, MARLENE	Unit 1 - A
128	1556 GLEN CT	SCHUH, MARY G, TRUSTEE	Unit 1 - B
129	1558 GLEN CT	ORLANDO, LAUREEN	Unit 1 - C
130	1560 GLEN CT	HOMES FOR INDEPENDENCE INC	Unit 2 - A
131	1562 GLEN CT	PROCTOR, CHRISTINE M, TRUSTEE	Unit 2 - B
132	1564 GLEN CT	AVRUCH, SHERYL J	Unit 2 - C
133	1566 GLEN CT	KEESSER, DIANNE L	Unit 2 - D
134	1568 GLEN CT	CARPENTER, DEBRA A IRREVOCABLE TRUST/ CUSHMAN, DIANE TRUSTEE	Unit 3 - A
135	1570 GLEN CT	LYNCH, GILLIAN TAYLOR	Unit 3 - B
136	1572 GLEN CT	PIPER'S GLEN CONDO ASSN INC	Unit 3 - C
137	1574 GLEN CT	PERSEVERANT ORGANIZATION OF PROPERTIES LLC	Unit 3 - D
138	1576 GLEN CT	MARCH, MICHELLE R / HILKERT, NANCY S	Unit 4 - A
139	1578 GLEN CT	WEBER, LORI A	Unit 4 - B
140	1580 GLEN CT	HERNANDEZ, ANN S / HERNANDEZ, JORGE E	Unit 4 - C
141	1582 HEATHER CT	HOLTZMAN, MICHAEL / HOLTZMAN, SANDRA	Unit 5 - A
142	1584 HEATHER CT	WHITE, KAREN A	Unit 5 - B
143	1586 HEATHER CT	HOF, GRETCHEN ANN	Unit 6 - A
144	1588 HEATHER CT	CRITES, CAROLYN R	Unit 6 - B
145	1590 HEATHER CT	BROWN, MIKE G	Unit 6 - C

146	1592 HEATHER CT	PETRICEVIC, MILORAD /PETRICEVIC, RADMILA	Unit 6 - D
147	1594 HEATHER CT	HOMES FOR INDEPENDENCE INC	Unit 7 - A
148	1596 HEATHER CT	SHORT, RONALD C / SHORT, MARILYN R	Unit 7 - B



**EXHIBIT D**

**Articles of Incorporation**

ARTICLES OF INCORPORATION

OF

0.84450 PAGE 867

PIPER'S GLEN HOMEOWNERS  
ASSOCIATION, INC.

In compliance with the requirements of Chapter 617,  
(reference to statute under

Florida Statutes 1967  
which incorporation is sought)

residents of Florida and all of whom  
are of full age, have this day voluntarily associated themselves together for the  
purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is PIPER'S GLEN HOMEOWNERS ASSOCIATION,  
INC., hereafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located at  
One Countryside Office Park, Clearwater, Florida/2536 Countryside Boulevard,  
Clearwater, Florida 33515

ARTICLE III

HELEN T. SARVER, whose address is  
One Countryside Office Park, Clearwater, Florida/  
2536 Countryside Boulevard, Clearwater, Florida 33515  
is hereby appointed  
the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members  
thereof, and the specific purposes for which it is formed are to provide for  
maintenance, preservation and architectural control of the residence lots and common  
area within that certain tract of property described as:

A parcel of land in the NW 1/4 of Section 25, Township 28, South, Range  
15 East and more particularly described as follows:  
COMMENCE at the NW corner of Section 25, Township 28 South, Range 15 East,  
for the POINT OF BEGINNING, thence run S 89° 28' 16" E. a distance of  
1929.54 feet to a point; thence run S 08° 31' 44" W a distance of 210.00  
feet to a point; thence run S 35° 49' 15" W a distance of 128.98 feet to  
a point; thence run S 11° 31' 00" W., a distance of 50.00 feet to a point;  
thence run S 10° 33' 43" W a distance of 141.36 feet to a point; thence run  
S 33° 45' 01" W, a distance of 60.59 feet to a point; thence run S 34°  
30' 00" W., distance of 204.31 feet to a point; thence run S 25° 24' 47" W.  
a distance of 118.70 feet to a point; thence run N 89° 20' 11" W. a dis-  
tance of 1114.37 feet to a point; thence run N 00° 18' 11" E. a distance  
of 5.88 feet to a point; thence run N 89° 28' 16" W a distance of 528.0  
feet to a point; thence run N 00° 18' 11" E a distance of 825.0 feet to  
the POINT OF BEGINNING and containing 34.846 acres more or less.

EXHIBIT "K"

88-4454 MSC 968

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Fla. and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell 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. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

-3-  
ARTICLE V  
MEMBERSHIP

0.1.4450 sub 569

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association as defined in the Declaration.

ARTICLE VI  
VOTING RIGHTS

The Association shall have two classes of voting membership:

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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on July 1, 19 79.

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. At the first annual meeting of members, the Board of Directors shall be increased to nine (9). The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

01.4450 rec \$70

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NAME

Lane Showalter

John G. Woolley

Helen I. Sarver

ADDRESS

377 LaHacienda Drive  
Indian Rocks Beach, Florida

3305 Sand Gabriel  
Clearwater, Florida

1344 Summerlin Drive  
Clearwater, Florida

At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

-5-

OFFICERS

President

NAMES

Lane Showalter

Vice-President

John G. Woolley

Secretary

Helen I. Farmer

ADDRESSES377 LaHacienda Drive  
Indian Rock Beach, Florida3305 Sand Gabriel  
Clearwater, Florida1344 Summerlin Drive  
Clearwater, Florida

01-4450 rev. 971

## ARTICLE X

## BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided for herein for the amendment of these Articles.

## ARTICLE XI

## DURATION

The corporation shall exist perpetually.

## ARTICLE XII

## AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be --
  - i. by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
  - ii. by not less than 80% of the votes of the entire membership of the Association.
- (c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all ~~members and the joinder of all owners of~~ mortgages upon the lots. No amendment shall be made that is in conflict

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084450 PAGE 972

with the Declaration of Covenants, Conditions and Restrictions, and no amendment shall be made without FHA/VA approval if required by Article XIII hereof.

(d) A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

#### ARTICLE XIII

##### FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

#### ARTICLE XIV

##### SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

###### Names

Lane Showalter

John G. Woolley

Helen I. Sarver

###### Addresses

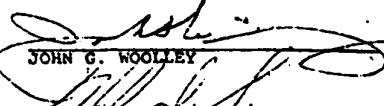
377 Lahacienda Drive  
Indian Rocks Beach, Florida

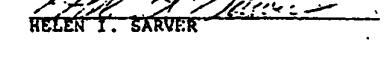
3305 Sand Gabriel  
Clearwater, Florida

1344 Summerlin Drive  
Clearwater, Florida

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 3rd day of August, 1976.

  
LANE SHOWALTER

  
JOHN G. WOOLLEY

  
HELEN I. SARVER

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11-4450 rev 923

STATE OF FLORIDA : ss  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared LANE  
SHOWALTER, JOHN G. WOOLLEY and HELEN I. SARVER, who, after first being  
duly sworn, acknowledged that they executed the foregoing Articles of  
Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last  
aforesaid this 3rd day of August, A. D. 1976.

*Lane Showalter*  
NOTARY PUBLIC - STATE OF FLORIDA

(SEAL)

My Commission Expires:  
Notary Public, State of Florida or  
My Commission Expires March 31, 1977  
Banded by American Fife & Cusney Co.

**EXHIBIT E**

**Bylaws**

BY LAWS

0.4450 PAGE 574

OF

PIPER'S GLEN HOMEOWNERS  
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is PIPER'S GLEN HOMEOWNERS  
ASSOCIATION, INC., hereinafter referred to as the "Association".  
The principal office of the corporation shall be located at One Countryside Office  
Park, Clearwater, Florida but meetings of members and directors  
may be held at such places within the State of Florida,  
County of Pinellas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Piper's Glen Homeowners  
Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property  
described in the Declaration of Covenants, Conditions and Restrictions, and such  
additions thereto as may hereafter be brought within the jurisdiction of the  
Association.

Section 3. "Common Area" shall mean all real property owned by the Association  
for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any  
recorded subdivision map of the Properties with the exception of the Common Area.  
"Lot" shall in addition to the foregoing, mean and refer to any condo-  
minium unit of any condominium established within the properties.

Section 5. "Owner" shall mean and refer to the record owner, whether one or  
more persons or entities, of the fee simple title to any Lot which is a part of the  
Properties, including contract sellers, but excluding those having such interest  
merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to U. S. Home of Florida,  
Inc., its successors and assigns if such successors or assigns  
should acquire more than one undeveloped Lot from the Declarant for the purpose of  
development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants,  
Conditions and Restrictions applicable to the Properties recorded in the Office  
of the Clerk of the Circuit Court of Pinellas County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership  
as provided in the Declaration.

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03-4450 pg 975

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 15 nor more than 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

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## ARTICLE IV

184450 pg 976

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. At the first annual meeting of the members, the Board of Directors shall be increased to nine (9).

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

## NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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01-4450 rev 977

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

01.4450 PAR 978

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

0.4450 ref 979

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

\* Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

01.4450 PAGE 981

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PIPER'S GLEN HOMEOWNERS ASSOCIATION, INC.,  
Incorporated 1976 Florida Corporation, Not for Profit.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### MISCELLANEOUS

11.4450 PAGE 982

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year; except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Pipers Glen

Homeowners Association, Inc.

have hereunto set our hands this 24th day of August, 1976

*George R. Hargrave*  
*George R. Hargrave*  
*George R. Hargrave*

LANE SHOWALTER  
John G. Woolley  
Helen J. Savage

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) : SS

BEFORE ME, the undersigned authority, personally appeared LANE SHOWALTER, JOHN G. WOOLLEY and HELEN I. SARVER, who, after first being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last  
aforesaid this 24th day of August, A. D., 1976.

Notary Public - State of Florida

(SEAL)

My Commission Expires:

### CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Pipers Glen

Homeowners Association Inc. a Florida  
(State)

corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of August, 1976.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal  
of said Association this 24th day of August 1976.

Second and

76172630

AMENDMENT TO

0.4481 PAGE 591

01 Sec 11 Chs  
40 Rec 12-00  
41 St  
42 Sur  
43 1st 12-00  
Jol 12-00

BY-LAWSQFPIPER'S GLEN HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit,  
under the Laws of the State of Florida

1. Article XIII, Section 1 of the By-Laws of Pipers Glen Homeowners Association, Inc. is hereby amended to read:

ARTICLE XIIIAMENDMENTS

14 14087256 73 SP.1. 23N076  
Section 1. These By-Laws may be amended, in the following manner: 12-00  
12-00 C.R.

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be --

- by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- by not less than 80% of the votes of the entire membership of the Association.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all owners of mortgages upon the lots. No amendment shall be made that is in conflict with the Declaration of Covenants, Conditions and Restrictions, and no amendment shall be made without FHA/VA approval if required by Article XIII of the Articles of Incorporation.

Held - Mike Johnson - U.S. Home Mtg.  
Call when ready - 736-7241

COUCH, MINER & HERNAN, P.A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

AMENDMENT  
PIPER'S GLEN  
HOMEOWNERS  
ASSOCIATION  
C.R. 12-00

14 14087256 73 SP.1. 23N076  
12-00  
12-00 C.R.

1.4481 FILE 592

(d) A copy of each amendment shall be recorded in the Public Records of Pinellas County, Florida.

The undersigned hereby certifies that the foregoing amendment was adopted by not less than 80% of the vote of the entire membership of the Association at a special meeting held on 20th day of October, A. D. 1976. The undersigned further certifies that said meeting was duly convened in accordance with the laws and By-Laws of said corporation, and said amendment is not in violation of said corporation's Articles of Incorporation.

*[Signature]* Vice President

*[Signature]* Secretary

SWORN TO and subscribed before me this 2nd day of November, A. D. 1976.

My commission expires:

Notary Public - State of Florida or Large  
My Commission Expires Mar. 12, 1977  
Bureau of American Notary & Notary Co.

*[Signature]*  
Notary Public - State of Florida  
at Large

We, the undersigned, being all of the members of Pipers Glen Homeowners Association, Inc. hereby consent to the above and foregoing Amendment to By-Laws.

WITNESSES

*[Handwritten signatures and names over 10 lines]*

U. S. HOME OF FLORIDA, INC.

By: *[Signature]*  
Executive Vice President

*[Handwritten signatures and names over 10 lines]*

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0.8.4481 PAGE 583

STATE OF FLORIDA )  
COUNTY OF PINELLAS )  
SS

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgements, personally appeared DOUGLAS D. ROACH  
Executive Vice President of U. S. HOME OF FLORIDA, INC., a Florida corporation  
who having been duly sworn, depose and on oath state that he executed the said  
instrument for the purposes therein stated, and that he affixed thereto the  
official seal of said corporation, and the said instrument is the act and deed  
of said corporation.

WITNESS my signature and official seal at Clearwater  
County of Pinellas, State of Florida, this 2nd day of November  
A. D., 1976.

*John Shaele*  
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida c. 12/29  
My Commission Expires December 29, 1977  
Bonded by American Firs & Casualty Co.

11-4481 PAGE-594

STATE OF FLORIDA }  
COUNTY OF PINELLAS } SS

BEFORE ME, an officer duly authorized to administer oaths  
and take acknowledgments, personally appear

*Alma M. Alm  
Virginia A. Alm*

to me known to be the person described in and who executed the  
foregoing instrument and they acknowledged before me that they  
executed the same.

WITNESS my hand and official seal in the County and State  
last aforesaid this 5 day of March, A.D. 1976.

*Notary Public - State of Florida*

My commission expires

Notary Public, State of Florida  
My Commission Expires March 29, 1977  
Issued by American Fire & Casualty Co.

STATE OF FLORIDA }  
COUNTY OF PINELLAS } SS

BEFORE ME, an officer duly authorized to administer oaths  
and take acknowledgments, personally appear

*Joseph A. Donahue, Ronald J. Lang, Daniel  
P. DiSimone, Rita M. DiSimone*

to me known to be the persons described in and who executed the  
foregoing instrument and they acknowledged before me that they  
executed the same.

WITNESS my hand and official seal in the County and State  
last aforesaid this 16 day of Mar, A.D. 1976.

*Notary Public - State of Florida*

My Commission expires



Notary Public - State of Florida  
My Commission Expires March 29, 1977

11-4481 PAGE 595

STATE OF FLORIDA }  
COUNTY OF PINELLAS } SS

BEFORE ME, an officer duly authorized to administer oaths  
and take acknowledgments, personally appear

Russell T. Flanigan +  
Rita Jean Flanigan.

to me known to be the person described in and who executed the  
foregoing instrument and they acknowledged before me that they  
executed the same.

WITNESS my hand and official seal in the County and State  
last aforesaid this 17 day of January, A.D. 1976.

*Ken Steele*  
Notary Public - State of Florida

My commission expires  
Notary Public, State of Florida or Large  
My Commission Expires March 29, 1977  
Banded by America Fire & Casualty Co

STATE OF FLORIDA }  
COUNTY OF PINELLAS } SS

BEFORE ME, an officer duly authorized to administer oaths  
and take acknowledgments, personally appear

to me known to be the persons described in and who executed the  
foregoing instrument and they acknowledged before me that they  
executed the same.

WITNESS my hand and official seal in the County and State  
last aforesaid this        day of       , A.D. 1976.

Notary Public - State of Florida

My Commission expires

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

E This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698PAGES 3  
ACCT 1500  
REC 1500  
DR219  
DS  
INT  
DEFS  
TF  
PC  
REV  
TOTAL 1500  
OK 219  
CHG AMT01-305231 AUG-30-2001 11:27 AM  
PINELLAS CO BK 11553 PG 174990736161 08-30-2001 11:26:10 WDK  
51 CTF-PIPES GLEN HOMEOWNERS ASSN  
00006  
I#01305231 BK:11553 SPG:1749 EPG:1751  
RECORDING 003 PAGES 1 \$15.00TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00  
BY DEPUTY CLERKSPACE ABOVE THIS LINE FOR PROCESSING DATA  
SPACE ABOVE THIS LINE FOR RECORDING DATA  
**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF  
PIPER'S GLEN HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Pipers Glen Homeowners Association, Inc., an exhibit to the Declaration of Covenants, Conditions and Restrictions, as described in Official Records Book 4450 at Page 959 of the Official Records of Pinellas County, Florida, were duly approved in the manner required therein at a meeting held on April 9, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 21 day of August, 2001 at Pinellas County, Florida.

PIPER'S GLEN HOMEOWNERS  
ASSOCIATION, INC.

Witnesses:

Leslie S. Randolph

Signature of Witness #1

Leslie S. Randolph

Printed Name of Witness #1

Elizabeth Carter

Signature of Witness #2

Elizabeth Carter

Printed Name of Witness #2

By:

Elizabeth Touchton

Elizabeth Touchton, President

Attest:

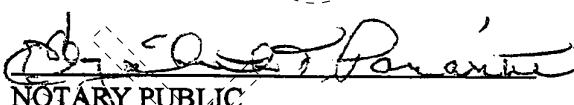
Timothy Lockhard

Timothy Lockhard, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

PINELLAS COUNTY FLA.  
OFF. REC. BK 11553 PG 1750

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2001 by Elizabeth Touchton and Timothy Lockhard, to me known to be the President and Secretary of Pipers Glen Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

  
NOTARY PUBLIC

Elizabeth T. Panarites  
Commission # CG 833936  
Principals Name: NOTARY  
Expires: MAY 24, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

PINELLAS COUNTY FLA.  
REC. BK 11553 PG 1751

**ADOPTED AMENDMENT TO THE BY-LAWS  
OF  
PIPERS GLEN HOMEOWNERS ASSOCIATION, INC.**

1. Article IV, Section 1 of the By-Laws is amended to read as follows:

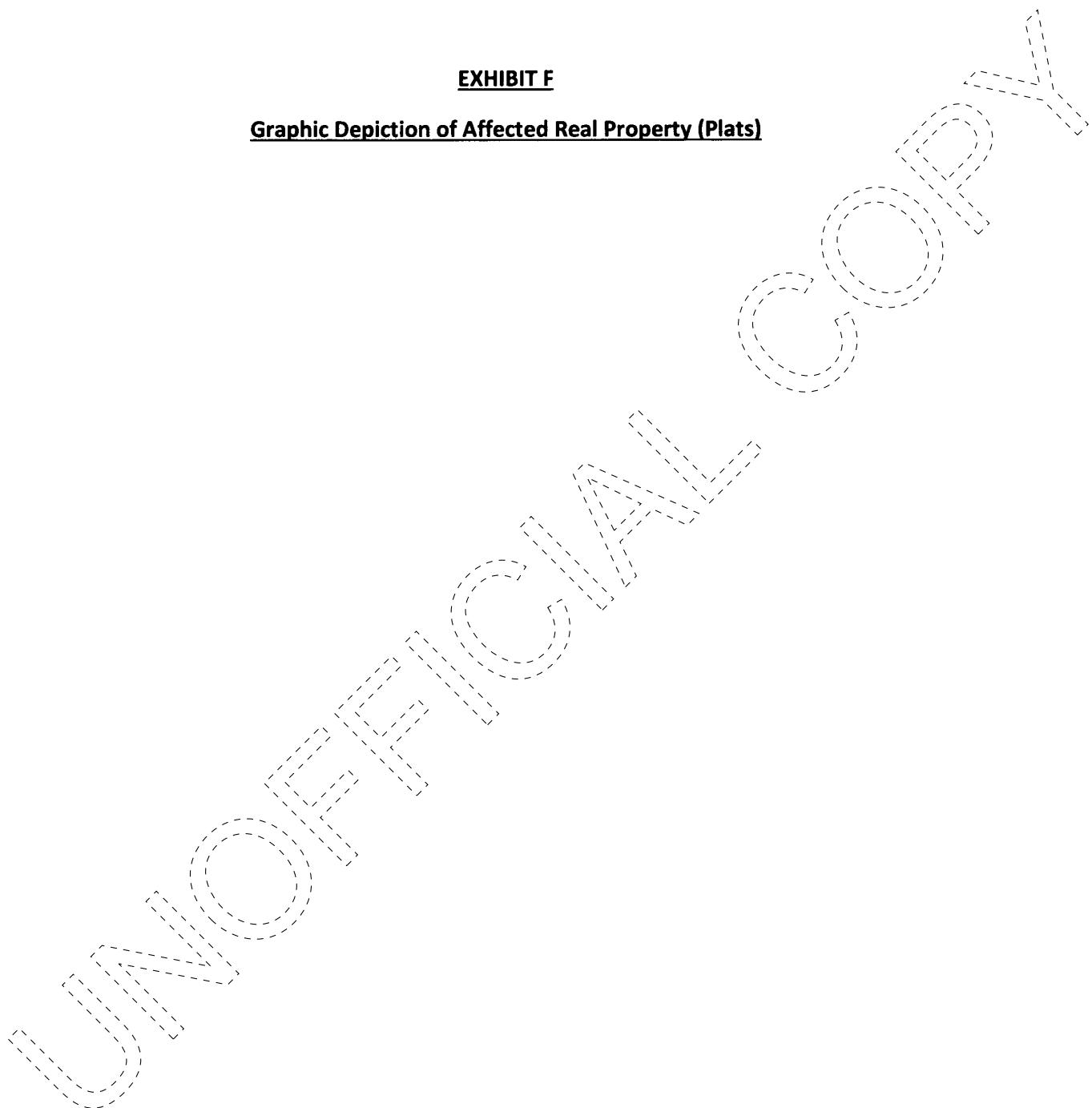
Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) or more than nine (9) directors, and shall always consist of an odd number. The Board shall be set at five (5) upon the approval of this provision and thereafter may be changed by the Board no less than ninety (90) days prior to an election.

2. Article VI, Section 1 of the By-Laws is amended to read as follows:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi monthly, or, in the discretion of the Board, as often as may be necessary in order to properly conduct the affairs of the corporation. The meeting shall take place at such place and hour as may be fixed from time to time by resolution of the Board. All meetings shall be noticed as required by law.

**EXHIBIT F**

**Graphic Depiction of Affected Real Property (Plats)**

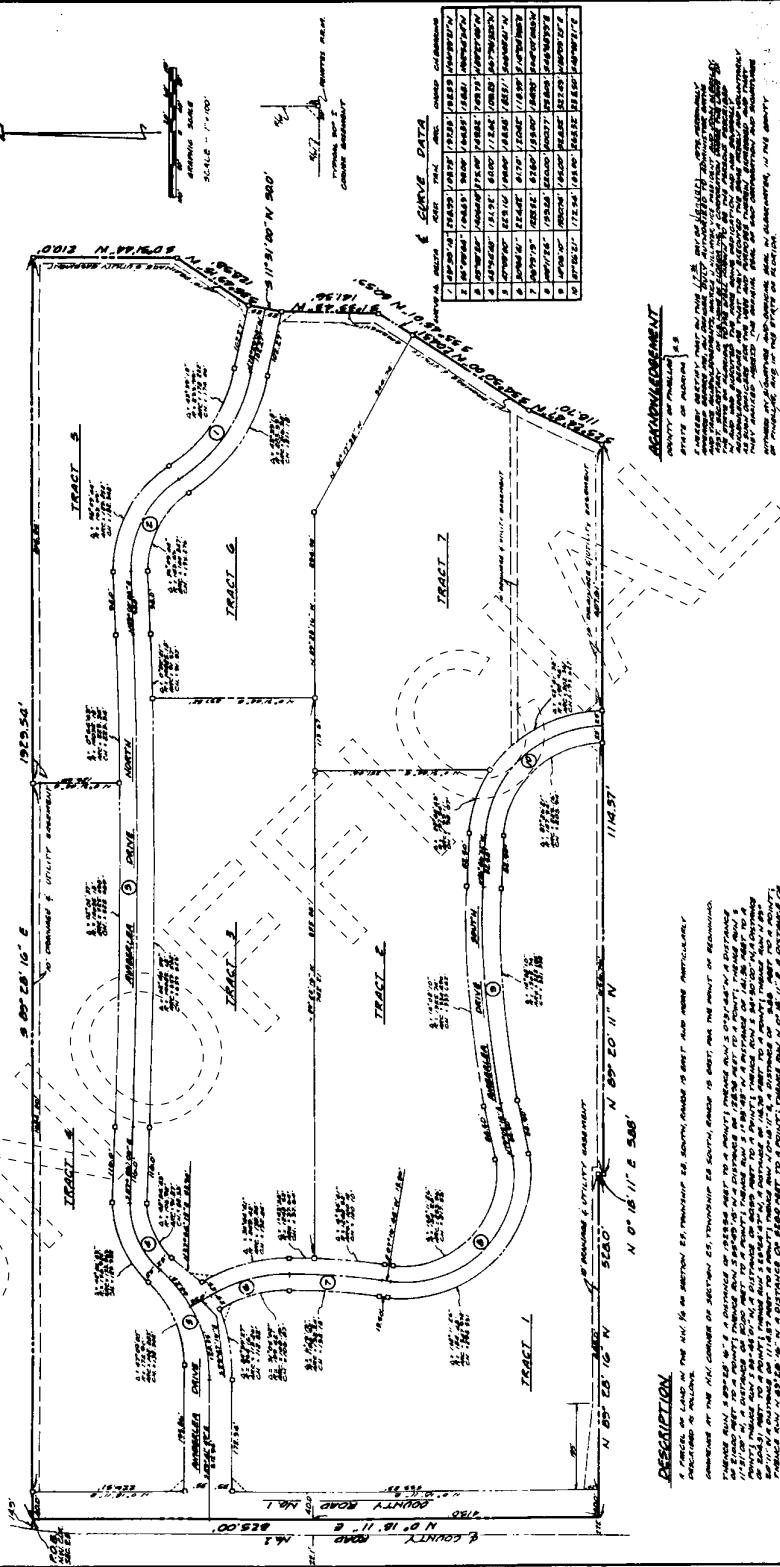


PLATES 72

PLATE 5 1/2  
75021128  
AMERICAN  
WEST

73021128

SITUATED IN SECTION 25, T-28-S, R-15-E, DUNEDIN, PINELLAS COUNTY, FLORIDA



DESCRIPTION

PREDICATION

VICE PRES. *John D. Ladd* 103 PROBLEMS

1920-1921  
ANNUAL BUDGET OF THE STATE OF MASSACHUSETTS  
APPROVED BY THE GENERAL ASSEMBLY  
ON FEBRUARY 12, 1920

THE HISTORY OF THE AMERICAN REVOLUTION  
BY JAMES BROWN  
WITH NOTES  
BY J. R. GREEN

RECORDED AND INDEXED  
BY THE PLANNING AND ZONING BOARD  
OF THE CITY OF NEW YORK,  
IN THE CITY OF NEW YORK,  
ON JULY 1, 1927.

CITY MANAGER APPROVAL  
John Seward

CITY COMMISSION APPROVAL  
ARMED BY THE ARMED COMMISSIONERS OF THE CITY

Oct. 26 - 1968 11

get rid of recyclable items  
get rid of trash

卷之三

COUNTY COMMISSIONER COUNTY OF MARICOPA  
STATE OF ARIZONA

15. IS ANYBODY CONTINUING THAT THIS PLAT HAS BEEN APPROVED AND THEY ADDED ON THE BOUNDARY OR ANY OTHER CHANGES OR ADDITIONS OR ANYTHING, OR ANYTHING THAT'S BEEN

with London) they were of the  
same and mean and country

Harold M. Miller  
MAY 1944

110



**PIPER'S GLEN** **PLATS** **76**

100

BEING A REPLAT OF TRACTS 3,4,5,6,8,7 AND PORTIONS OF TRACTS 1 & 2 OF "AMBERLEA WEST" AS RECORDED IN  
PLAT BOOK 72 AT PAGE 72 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND SITUATED IN  
SECTION 25, TOWNSHIP 28 SOUTH, RANGE 15 EAST, DUNEDIN, PINELLAS COUNTY, FLORIDA.

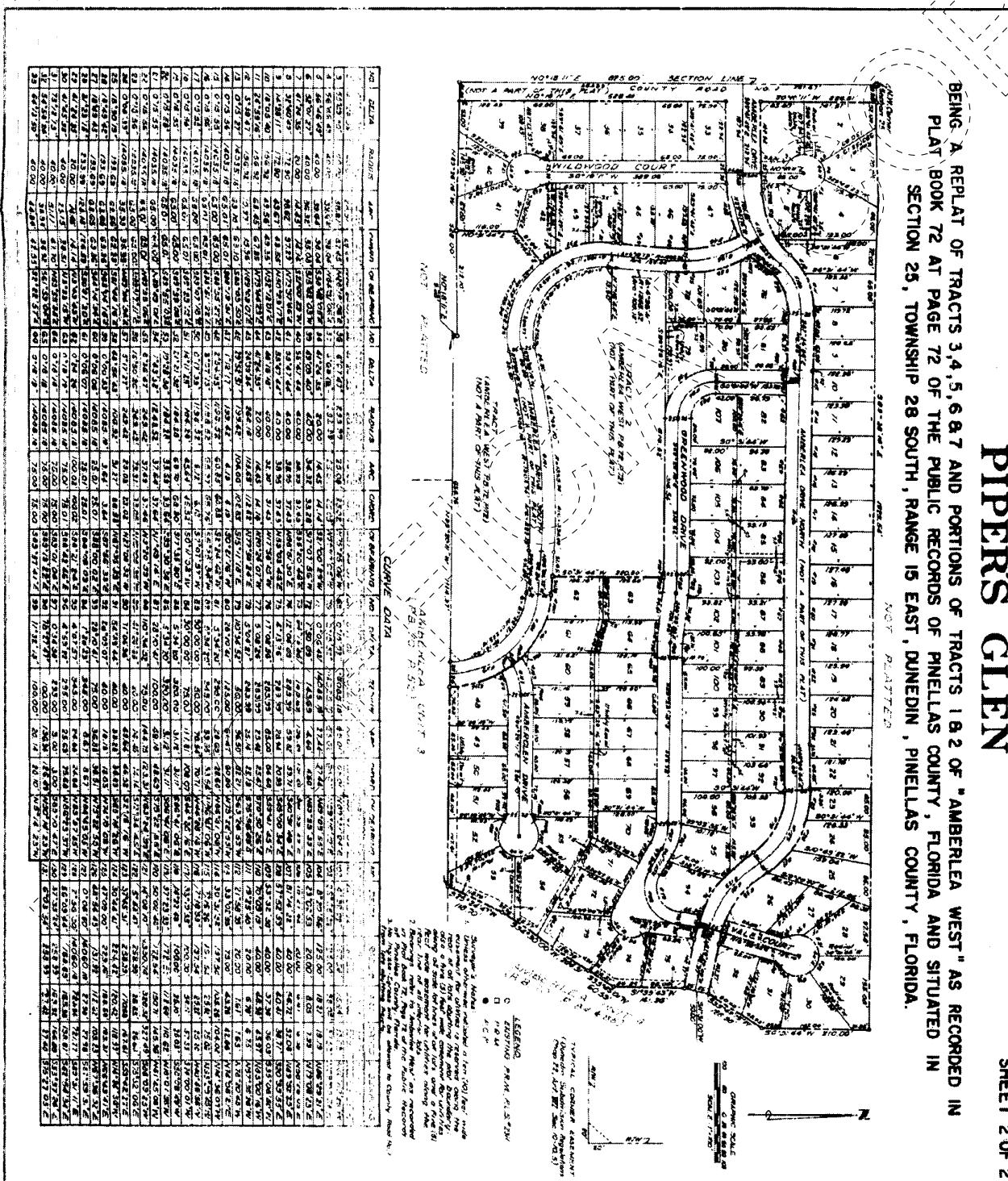


EXHIBIT G

Letter of Approval - Department of Economic Opportunity

Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

**FINAL ORDER NO. DEO-15-154**

September 29, 2015

Jessica L. Knox, Esq.  
Knox Levine  
36428 US Highway 19 N.  
Palm Harbor, FL 34684

**Re: Pipers Glen Homeowners Association, Inc.**

Dear Ms. Knox:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Pipers Glen Homeowners Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief  
Bureau of Community Planning

Jessica L. Knox, Esq.  
September 29, 2015  
Page 2 of 3

**FINAL ORDER NO. DEO-15-154**

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES,

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Jessica L. Knox, Esq.  
September 29, 2015  
Page 3 of 3

**FINAL ORDER NO. DEO-15-154**

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 20th day of September 2015.

*Jessica L. Knox*  
Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Jessica L. Knox, Esq.  
Knox Levine  
36428 US Highway 19 N.  
Palm Harbor, FL 34684

**By interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning