

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR :	19 19870704 72	1. 26J87
	40	13.00
HUNTINGTON	TOTAL	13.00 CHK

This instrument amends the Declaration of Covenants, Conditions and Restrictions for Huntington ("Declaration") recorded at O.R. Book 5846, Page 2183, et. seq., Public Records of Pinellas County, Florida.

Notwithstanding the terms and provisions of the Declaration, the following shall apply:

Section 2.01 - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit; a swimming pool, a spa, a tennis court, or such other amenity that is an appurtenance to a Unit as may be approved by the Architectural Control Committee as provided in Section 5.02 below. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, club house, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2.18 - Structures and Dwellings. All Structures or Dwellings shall be located and positioned on the Lot by Developer. No Structure or Dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached, single family Dwelling, a swimming pool, a spa, a tennis court, or such other amenity that is an appurtenance to a Unit as may be approved by the Architectural Control Committee as provided in Section 5.02 below. No Structure or Dwelling shall be erected nearer than fifty (50) feet from a front lot line of any Lot. No Structure or Dwelling shall be erected nearer than ten (10) feet from a side lot line, except where said side lot line faces a street, in which case no Structure or Dwelling shall be erected nearer than twenty-five (25) feet from a side street lot line. No structure or dwelling shall be erected nearer than twenty-five (25) feet from a rear lot line, provided that a swimming pool, spa, tennis court, or such other amenity that is an appurtenance to a Unit may be constructed to within five (5) feet of a rear lot line. A swimming pool, spa, or tennis court may not be located in front of the front dwelling line of any Lot, nor past the side dwelling line on a side street lot line, without the prior approval of the Architectural Control Committee. Notwithstanding anything contained herein to the contrary, an Owner may own two adjacent Lots for the purpose of using both Lots for the Owner's Dwelling; in which event, the above set back requirements shall not apply to the common lot line.

Section 2.19 - Dwellings. (f) All Lots shall have solid sodded front, side, and rear lawns of Floratam sod or such substitute sod as approved by Developer and Architectural Control Committee. Each Dwelling shall have a shrubbery planting in the front and the sides and the initial size of new trees and shrubs planted or placed at the time of construction of such Dwelling shall be in accordance with the standards of the Developer as of the date of recording this Declaration, and as amended from time to time. Any tennis court, swimming pool, spa, or such other amenity that is an appurtenance to a Unit shall be landscaped in accordance with the standards of the Developer as of the date of recording this Declaration, and as amended from time to time. The

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 13.00

This instrument prepared by: Michael L. Robertson
 RICHARDS, NOJINE, GILKEY, FITZ,
 MEYER & THOMPSON, P. A.
 1553 Park Street
 Clearwater, Florida 33716

LAW OFFICES OF
 RICHARDS, NOJINE,
 GILKEY, FITZ,
 MEYER & THOMPSON, P. A.
 CLEARWATER, FLORIDA

Handwritten: 153-11-807

Developer shall, at the expense of the Owner, design and install all landscaping on a Lot if, at the time of said installation, Developer is also the builder or contractor of improvements thereon. Future additions or modifications to the landscaping on a lot must be approved by the Architectural Control Committee.

(o) No tennis court, swimming pool, spa, or such other amenity that is on appurtenance to a Unit may be erected on the Lot unless the location, fencing and landscaping plans are approved in writing by the Developer and Architectural Control Committee.


Section 5.02 - Committee Authority. No exterior additions or alterations, including exterior coloring, to any building, Structure, or Lot in the Development, additional landscaping, fences or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development, until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 6.04 - Adjoining Lots. In the event an Owner owns two adjoining lots as provided in Section 2.18 herein, such Owner shall be entitled to two votes pursuant to Section 6.02(a) herein and shall be responsible for assessments on each of such Lots pursuant to Article VII herein.

Except as provided herein, the terms and provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed on the date and year indicated.

Signed and sealed in the presence of:



DEVELOPER:

RUTENBERG-JAGHAB LTD.

By Raja Jaghab Corp. managing general partner

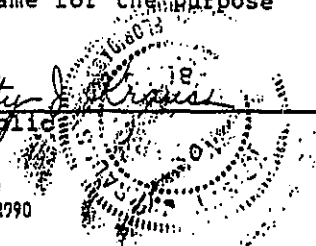
By: 
John K. Bami, Its Agent

DATED: January 23, 1987

LAW OFFICES OF
RICHARDS, NOONE,
GILKEY, FITZ,
AND
THOMPSON, P A
CLEARWATER, FLORIDA

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared JOHN K. BRAMI, as Agent of Raja Jaghab Corp., managing general partner of RUTENBERG-JAGHAB, LTD., to me well known and known to me to be the individual described in and who executed the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Huntington, and he acknowledged then and there before me that he executed the same for the purpose therein expressed.

Kristen J. Krause
Notary Public


My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 25, 1990

LAW OFFICES OF
RICHARDS, NOONKE,
GILKEY, FITZ,
MEYER & THOMPSON, P.A.
CLEARWATER, FLORIDA

MLR: cw: bg
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