

EXHIBIT A

BEACON RIDGE
WOODBINE VILLAGE

as recorded in Plat Book 15, Pages 28, 29 and 30 of the Public Records
of Pasco County, Florida

ADDITION

WOODBINE VILLAGE TRACT A

SANDPIPER VILLAGE

CLAYTON VILLAGES 1 AND 2

AND

RAVENSWOOD VILLAGE UNIT 1

(one additional restriction)

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, FIRST CLEARWATER CORPORATION, a Florida corporation, being the owner of Beacon Ridge Subdivision, Unit I, located in Pasco County, Florida, and more particularly described as follows:

See Attachment A

makes the following Declaration of Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons derailing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. All cans and containers of any sort used for the collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed so as not to be displayed in the front of any lot or parcel except on regular days for collection of trash, garbage, and rubbish, as may be provided by any sanitary service unit, and then only when such service unit requires the container or containers to be placed in the front of any dwelling.
2. No fences shall be erected or maintained on any lot or lots which shall be in excess of four (4) feet in height, except hedges of shrubbery, which shall not exceed an average height of five (5) feet. Said fences shall conform to and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects be of pleasing appearance. No wall fence or solid board fences that restrict the view of other owners may be added to the lots. No fences shall be erected or maintained in any front yard or in any yard facing a street or avenue.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
4. No trailers, campers, boats, or commercial vehicles of any kind shall be parked on or adjoining the property, unless inside a covered garage, with the exception of delivery vehicles or service vehicles while in the process of performing their services.
5. No structure of a temporary character, trailer base, tent, shack, garage, barn, or other outbuilding or any portion of same shall be used or parked on any lot anytime as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the lots except temporary buildings used during the construction and promotion of the houses and sales of the lots hereinabove described.
6. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five (5) square feet, advertising the property for sale or rent, provided, however, that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of lots.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
8. All lawns shall be maintained. If the home is unoccupied or vacant for extended periods of time, such as vacations, it shall be the owner's responsibility to insure property maintenance in his absence.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. Any house erected or constructed on the above-described lots must be connected to the existing water and sewer systems provided by the Sets Coast Utility Company, Inc., its successors and assigns.
11. Each Lot owner shall pay his prorata share of the street light electricity cost and replacement reserve. This charge will be included in the water and sewer bill collected by West Coast Utility Company, Inc., its successors and assigns.
12. No water wells are to be drilled on any lot for drinking water, for irrigation or for any other purpose, except those wells drilled by the West Coast Utility Company, Inc., for the central water system.
13. For any lot adjoining a lake or greenbelt area, no fences will be erected in the back yard, nor will there be seawalls, docks, or buildings of any sort built in said back yard.
14. No trees can be removed from lots once all construction is complete, unless it has died. In the event a tree is removed, it will be replaced by the owner of the lot and at his expense in an area with an exposure to public view equivalent to that of the tree removed.
15. No stone lawns or other artificial material shall be installed on lots in place of natural sod grass yards.
16. No passenger cars shall be parked overnight on lawns.
17. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. Owners may rent all or a portion of their residence for residential purposes.
18. All roofing, paint, and stain colors used on the outside of homes are to be compatible with the trees and other natural characteristics of the property. Therefore, only those approved colors used by the Developer in original construction of the subdivision shall be permitted when rework is done by owners. Color charts are available at the Beacon Ridge Sales Office.

For purposes of this agreement, the word "Developer" shall mean First Clearwater Corporation, or their lawful assigns, beneficiaries of the trust, or their assignees, heirs, personal representative, and assigns. The Developer reserves the right to nullify these restrictions as they may pertain to any lots which are used for a community purpose or for utility purposes. Further, the Developer reserves the right to make reasonable modifications and clarifications to the restrictions set forth herein.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, A.D., at which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

Enforcement of these restrictions shall be by action at law or in equity brought by the Developer or any other person or persons owning any of the real property herein described against any person or persons violating or attempting to violate any of these restrictions or covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney, in both the trial court and in any appellate proceedings.

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

The failure of any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.