

This instrument was prepared by
and return to:

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KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006260510 07/12/2006 at 04:30 PM
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DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT:

A. EXECUTIVE CORPORATION OF CLEARWATER, INC., a Florida corporation ("Owner") is the owner of the land located in Pinellas County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property"); and

B. Owner entered into a Second Amended Development Agreement with the CITY OF CLEARWATER, FLORIDA, a political subdivision of the State of Florida ("City"), dated May 30, 2006, recorded in O.R. Book 15155, Page 2700, Public Records of Pinellas County, Florida;

C. In accordance with the terms of the Development Agreement, Owner is obligated to record a deed restriction affecting the use of the Property;

NOW, THEREFORE, in consideration of premises and for other good and valuable consideration, Owner, for itself and its successors in title to the Property, does hereby place upon the Property the following covenants to run with the Property in perpetuity:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Use Restrictions. The following restrictions shall apply to the development of the Property:

a) The Property shall be developed substantially in conformance with the conceptual plan attached to the Development Agreement as Sheet 1 of 2 of Exhibit "B" ("Concept Plan"). The estimated population density and maximum building intensity are shown on the Concept Plan. The locations of the ponds and

roads shown on the Concept Plan are approximate and may change as a result of the requirements of applicable regulatory agencies or other design considerations.

b) Building height shall not exceed 35 feet (two stories).

c) The architectural style of the townhomes to be constructed on the Property shall be substantially as shown on the renderings attached to the Development Agreement as Exhibit "C."

d) The landscape buffering for the westerly side of the Property adjacent to existing residential development shall be substantially as described on Sheet 2 of 2 of Exhibit "B" attached to the Development Agreement. Building setbacks shall meet the requirements of the Clearwater Community Development Code ("Code") and may be located in whole or in part within the landscape buffer.

e) The Owner shall construct at its cost an extension of a turn lane on Countryside Blvd. as shown on the Concept Plan and shall post the security therefor as required by Code §4-606 G.1.e.

f) The Owner shall grant (i) a utility easement for water service five (5) feet on either side of the constructed water lines on the Property and (ii) simultaneously with vacation by the City of that portion of the easement recorded in O.R. Book 4223, Page 1502, of the Public Records of Pinellas County, Florida, a replacement easement that relates to the remaining active wells operated by the City on the Property.

g) The project to be developed on the Property shall not have vehicular access to Laurelwood Drive.

h) On the west side of Enterprise Road, the Owner shall extend north to the project entrance (+/- 400 feet) the existing southbound to westbound right turn lane at the Enterprise Road/Countryside Blvd. intersection, all at the Owner's cost.

i) The Owner shall buffer any residential structures located opposite the entrance to the Tampa Bay Water property to the east with a six foot high opaque fence, so as to diminish any adverse impact of headlights of vehicles exiting the Tampa Bay Water property.

j) Egress from the Property onto Enterprise Road shall permit only a right out movement. Ingress into the Property from Enterprise Road shall permit right in and left in movements

3. Binding Effect. This Declaration shall constitute a covenant running with the Property, as provided by law, and shall be binding upon the undersigned and all successors in title to the Property, and their heirs, successors and assigns.

4. Modification or Termination. This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of the City, in a written instrument duly recorded in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, Owner has executed this Declaration this July 10th, 2006.

WITNESSES:

EXECUTIVE CORPORATION OF CLEARWATER, INC., a Florida corporation

Judith Kearley
Signature

By: S. Lee Crouch
S. Lee Crouch, President

JUDITH KEARLEY
Print name

Date: 7/10/06

Chrise K Felton
Signature

Address:

CHRIS K FELTON
Print name

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of July, 2006, by S. Lee Crouch, as President of EXECUTIVE CORPORATION OF CLEARWATER, INC., a Florida corporation, on behalf of said corporation. He [is personally known to me] [produced _____ as identification].

Chrise K Felton
Notary Public
Print name: CHRIS K FELTON

My commission expires:

Exhibit "A" – Legal Description of Property



Chris Kevalos Felton
My Commission DD183427
Expires March 13, 2007

07/08/06 01:23 PM d-1
45403.108701
#378705 v1

EXHIBIT "A"

LEGAL DESCRIPTION:

A tract of land lying in Sections 30 and 31, Township 28 South, Range 16 East, City of Clearwater, Pinellas County, Florida and being more particularly described as follows:

COMMENCE at the West 1/4 Corner of said Section 30; thence run South $0^{\circ}19'55''$ East, along the west line of said Section 30, for 444.65 feet; thence South $89^{\circ}55'13''$ East for 50.01 feet to the POINT OF BEGINNING; thence continue South $89^{\circ}55'13''$ East for 1558.45 feet to a point on the west line of "Dunedin Industrial Park" as recorded in Plat Book 64, Page 76, Records of Pinellas County, Florida; thence South $0^{\circ}04'47''$ West for 937.36 feet to the southwest corner of said Plat; thence South $89^{\circ}55'13''$ East, along the south line of said plat, for 247.55 feet to a point on the westerly right-of-way line of Enterprise Road; thence 16.61 feet along the said westerly right-of-way line and the arc of a curve that is concave to the northeast, having a radius of 895.00 feet, a chord length of 16.61 feet and a chord bearing of South $9^{\circ}27'20''$ East to a point of compound curvature with a curve that is also concave to the northeast; thence 261.09 feet along the arc of said curve having a radius of 330.00 feet, a chord length of 254.33 feet and a chord bearing of South $32^{\circ}39'10''$ East to a point of tangency; thence South $55^{\circ}19'05''$ East for 345.77 feet to a point of curvature of a curve that is concave to the southwest; thence 96.09 feet along the arc of said curve having a radius of 170.00 feet, a chord length of 94.82 feet and a chord bearing of South $39^{\circ}07'31''$ East to a point of tangency; thence South $22^{\circ}55'56''$ East for 143.70 feet to a point of curvature of a curve that is concave to the northeast; thence 286.62 feet along the arc of said curve having a radius of 405.00 feet, a chord length of 280.68 feet and a chord bearing of South $43^{\circ}12'18''$ East to a point of reverse curvature with a curve that is concave to the southwest; thence 102.23 feet along the arc of said curve having a radius of 250.00 feet; a chord length of 101.52 feet and a chord bearing of South $51^{\circ}45'54''$ East to a point of compound curvature with a curve that is concave to the west; thence 49.17 feet along the arc of said curve having a radius of 30.00 feet, a chord length of 43.85 and a chord bearing of South $6^{\circ}54'15''$ West to a point of tangency, the same point being on the northwesterly right-of-way line of Countryside Boulevard; thence South $53^{\circ}51'32''$ West, along said right-of-way line, for 592.43 feet to a point of curvature of a curve that is concave to the southeast, thence 1059.47 feet along the arc of said curve having a radius of 1960.00 feet, a chord length of 1046.62 feet and a chord bearing of South $38^{\circ}22'24''$ West; thence, leaving said right-of-way line, North $67^{\circ}06'44''$ West for 164.15 feet; thence North $10^{\circ}30'36''$ West for 674.31 feet; thence North $62^{\circ}54'47''$ West for 114.19 feet to a point on the arc of a curve that is concave to the northwest; thence 98.14 feet along the arc of said curve having a radius of 490.00 feet, a chord length of 97.97 feet and a chord bearing of North $21^{\circ}20'58''$ East; thence South $85^{\circ}55'13''$ East for 382.97 feet; thence North $53^{\circ}18'37''$ East for 254.00 feet; thence North $10^{\circ}04'50''$ West for 228.53 feet; thence North $36^{\circ}15'14''$ East for 111.61 feet; thence North $14^{\circ}28'28''$ West for 444.10 feet; thence North $58^{\circ}15'59''$ West for 446.79 feet; thence South $74^{\circ}34'52''$ West for 206.75 feet to a point on the arc of a curve that is concave to the southwest; thence 37.09 feet along the arc of said curve having a radius of 590.00 feet, a chord length of 37.08 feet and a chord bearing of North $17^{\circ}13'11''$ West; thence North $62^{\circ}12'34''$ East for 288.57 feet; thence North $3^{\circ}59'27''$ West for 431.05 feet; thence North $44^{\circ}05'26''$ West for 445.53 feet; thence South $79^{\circ}28'45''$ West for 983.07 feet; thence North $0^{\circ}19'55''$ West for 393.61 feet to the POINT OF BEGINNING.