

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SEMINOLE LAKE GOLF AND COUNTRY CLUB ESTATES**

THE UNDERSIGNED, as officers of **SEMINOLE LAKE GOLF AND COUNTRY CLUB ESTATES HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, and possessing full authority and right to do so, provided in accordance with the restrictions described below, do hereby declare that the Property described herein, and all parts thereof, are subject to the restrictive covenants set forth below which shall be deemed to be covenants running with the land and imposed on, and intended to benefit and burden, the Property in order to maintain within the Property a residential area of high standards and to preserve and protect the property values and quality of life for the owners of lots within the Property.

RECITALS:

1. These Amended and Restated Restrictions apply to three separate and distinct, but related, subdivisions which were all originally encumbered by restrictive covenants, which have been amended over the years. The Owners of the Lots within the restricted subdivisions desire to further amend and clarify the restrictions.

2. The subdivisions encumbered by these Restrictions and which are the subject of this Amended and Restated Declaration are as follows:

2.1 **Seminole Lake Golf and Country Club Estates.** All property described in the Plat of Seminole Lake Golf and Country Club Estates according to the Plat thereof recorded in Plat Book 59, Pages 3 and 4, of the Public Records of Pinellas County, Florida, consisting of Lots 1 through 136; and which is sometimes herein referred to as the "Estates Lots".

2.2 **Seminole Lake Golf and Country Club Estates East Annex.** All property described in the Plat of Seminole Lake Golf and Country Club Estates East Annex according to the Plat thereof recorded in Plat Book 64, Page 52, of the Public Records of Pinellas County, Florida, and being comprised of Lots 137 through 161; and which is sometimes herein referred to as the "East Annex Lots".

2.3 **Seminole Lake Golf and Country Club Estates Lake Annex.** All property described in the Plat of Seminole Lake Golf and Country Club Estates Lake Annex according to the Plat thereof recorded in Plat Book 64, Pages 47 and 48, of the Public Records of Pinellas County, Florida, and being comprised of Lots 162 through 222; and which is sometimes herein referred to as the "Lake Annex Lots".

2.4 Hereinafter, the Estates Lots, the East Annex Lots, and the Lake Annex Lots are referred to collectively as the "Property".

3. The Estate Lots are encumbered by written Restrictions of Seminole Lake Golf and Country Club Estates signed on April 10, 1963 and made and recorded by the Developer of the Estate Lots, Seminole Lake Company, Inc., a Florida corporation; which restrictions were recorded on April 15, 1963 at O. R. Book 1657, Page 327, of the Public Records of Pinellas County, Florida, and are hereinafter referred to as the "Estate Lots Restrictions".

4. The East Annex Lots are encumbered by written Restrictions of Seminole Lake Golf and Country Club Estates signed on May 1, 1969 and made and recorded by the Developer of the East Annex Lots, Commonwealth Continental Corporation, a Florida corporation, which restrictions were recorded on May 1, 1969 at O. R. Book 3069, Page 620, of the Public Records of Pinellas County, Florida, and are hereinafter referred to as the "East Annex Lots Restrictions".

5. The Lake Annex Lots are encumbered by written Restrictions of Seminole Lake Golf and Country Club Estates signed on June 9, 1969 and made and recorded by the Developer of the Lake Annex Lots, Commonwealth Continental Corporation, a Florida corporation; which restrictions were recorded June

10, 1969 at O. R. Book 3097, Page 176, of the Public Records of Pinellas County, Florida, and are hereinafter referred to as the "Lake Annex Lots Restrictions".

The Lake Annex Lots Restrictions were amended by Amendment to Restrictions, dated March 15, 1971 and recorded March 19, 1971 at O. R. Book 3506, Page 674, of the Public Records of Pinellas County, Florida; and were further amended by Restrictions for Seminole Lake Golf and Country Club Estates Lake Annex recorded on September 9, 2002 at O. R. Book 12207, Page 2561, of the Public Records of Pinellas County, Florida and further amended by Restrictions for Seminole Lake Golf and Country Club Estates Lake Annex recorded November 12, 2003 at O.R. Book 13202, Page 1242 of the Public Records of Pinellas County, Florida.

6. By Assignment of Reservations and Restrictions of Record, dated January 31, 1973, Commonwealth-Continental Corporation, a Florida corporation, and the Developer of the Estates Lots, the East Annex Lots, and the Lake Annex Lots, assigned all of its right, title, privileges, powers and duties arising pursuant to the Estate Lots Restrictions, the East Annex Lots Restrictions and the Lake Annex Lots Restrictions to Seminole Lake Golf and Country Club Estate Homeowners' Association, Inc.; which Assignment was recorded on May 19, 1986 at O. R. Book 6229, Page 2204, of the Public Records of Pinellas County, Florida.

7. The Estates Lots Restrictions, the East Annex Lots Restrictions and the Lake Lots Annex Restrictions provide that they can be amended, altered or supplemented by an affirmative vote of persons owning a majority of the lots encumbered by said Restrictions.

8. Persons owning a majority of the Lots located within the Estate Lots, a majority of the Lots located within the East Annex Lots, and a majority of the persons owning Lots within the Lake Annex Lots, have approved and have consented to the amendment to the Estate Lots Restrictions, the East Annex Lots Restrictions and the Lake Annex Lots Restrictions in accordance with the terms and provisions set forth herein and to this Restatement of the amended restrictions and have authorized and empowered the Association to execute and deliver these amended and restated restrictions.

9. The Association desires to evidence the Amendment and Restatement of the Estates Lots Restrictions, the East Annex Lots Restrictions, and the Lake Annex Lots.

NOW, THEREFORE, the Association, by and through its undersigned officers and possessing the full and requisite power and authority to do so, does hereby execute, deliver and declare these amended and restated Restrictions.

ARTICLE I DEFINITIONS

Unless otherwise expressly stated, the following definitions apply to all lots encumbered by these Restrictions.

- 1.1 "As Built" shall mean as shown on original plotted survey.
- 1.2 "Association" shall mean or refer to Seminole Lake Golf and Country Club Estates Homeowners' Association, Inc., a Florida not-for-profit corporation.
- 1.3 "Declaration" shall mean and refer to this amended and restated Declaration of Covenants, Conditions and Restrictions for the Property, as amended or modified from time to time.
- 1.4 "Dwelling" shall mean and refer to each and every single-family dwelling unit constructed on any lot located with the Property.
- 1.5 "Lot" shall mean and refer to all platted lots within the Property.
- 1.6 "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simply title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- 1.7 **"Property"** shall mean and refer to all property described in the Plat for the Estates Lots, the East Annex Lots, and the Lake Annex Lots; all of which are more particularly set forth and described in the Plats of those lots recorded at the Plat Books and Pages described in the Recitals.
- 1.8 **"Seminole Lake Lots"** shall mean and refer collectively to the Lots located in the Estates Lots, the East Annex Lots and the Lake Annex Lots.

ARTICLE II PLANS AND SPECIFICATIONS

2.1 **Plans and Specifications.** No dwelling, building, wall, fence, pavement, structure, driveway or other improvement of facility of any nature shall hereafter be erected, placed, or altered on any portion of the Property, nor shall any change or modification be made in the exterior of any structure existing as of the date of this Declaration, unless and until the exterior plans are shown on property survey with specifications thereof, showing the nature, kind, shape, height, construction materials and locations thereof, in such form and with such detail and that is requested by the Association, and shall have first been submitted to, and approved in writing by, the Association.

2.2 **Liability of Association Approving Plans and Specifications.** The Association, and any of its members, shall not be liable in damages to anyone submitting plans for approval or to any Lot Owner by reason of mistake in judgment, negligence, or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans. The Association shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting plans to the Association for approval by submitting of such plans, and any Lot Owner by acquiring any Lot, agrees to be bound by the provisions of this Paragraph and agrees and covenants not to bring any action or claim for any such damages against the Association, its members, agents or employees.

2.3 **Governmental Compliance.** Each Lot Owner shall be responsible for compliance of improvements, drainage and utility facilities on their Lot with all applicable governmental requirements and the Association may require evidence of approvals and compliance from said authorities as a condition to final approval of plans and specifications submitted to it hereunder.

ARTICLE III RESTRICTIONS

The following restrictions are applicable to each and every of the Lots located within the Property.

3.1 **Use.** All lots shall be used for residential purposes only and no more than one (1) single-family dwelling may be constructed on any Lot. No Lot may be divided into more than one residential dwelling.

3.2 **Building Restrictions.** All dwellings shall be constructed of masonry with the exterior to be finished with stucco or modern crete, or similar material, or wood siding and meet the current requirements of the Florida Building Code. No dwelling shall be more than thirty-eight (38') feet in height (except when government standards dictate or require). Notwithstanding the foregoing, the second story may be made of frame, and either the first, or second, or both stories of any dwelling may be brick veneer and/or approved siding. All roofs shall be: cement; heavy weight architectural dimensional shingle, or Association approved metal; the Association may deny approval of request for metal roofs and dimensional asphalt based upon any grounds, including on purely aesthetic grounds. Roofs may also be constructed of cedar shakes with a medium weight, and a minimum of three-quarter (3/4") inch thickness. All types of roofs must first be approved, in writing, by the Association. Any roof which is in violation of this restriction must be brought into compliance when the present roof that is on the structure has deteriorated and reached the end of its useful life and must be replaced. All swimming pools must be in compliance with the Florida Building Code and life safety regulations.

3.3 **Minimum Square Footage.** All dwellings shall have the following minimum square footage:

3.3.a. Seminole Lake Lots. All dwellings constructed on any Seminole Lake Lots, shall have a minimum living area of fifteen hundred (1500) square feet; which may include three (300) square feet of porch, enclosed and under roof as specified above. Open porches, breezeways and garages are not considered living area.

3.4 **Driveways and Parking Areas.** All driveways and parking areas on any Lot shall be constructed of the same materials such as concrete, concrete pavers, brick or asphalt.

3.5 **Accessory Buildings or Facilities.** All accessory buildings or facilities such as garages, carports, screened patios, pool enclosures, and greenhouses must be attached to the dwelling unit. All pools must be enclosed or fenced.

3.6 **Garage/Carport.**

3.6.a. Seminole Lake Lots. A garage or carport for not less than two (2) cars shall be constructed on each Lot within the Seminole Lakes Lots which shall be attached to, or made an integral part of, the dwelling unit on said Lots.

3.7 **Sheds.** No sheds of any nature or kind are allowed on any Lot.

3.8 **Building Setbacks/Minimum Lot Size.**

3.8.a. Seminole Lake Lots: No dwelling shall be constructed on any Lot or plot having less than nine thousand five hundred (9,500) square feet in the East Annex or less than ten thousand (10,000) square feet in the Lake annex and less than ten thousand (10,000) square feet in the original subdivision as recorded April 1963. The front yard setback shall be a minimum of twenty-five (25) feet from the street lot line. The rear yard set-back shall be a minimum of thirty (30) feet from rear lot line; side yard set-back shall be equal to ten percent (10%) of the width of the lot (when front and rear of lot differ in width, then the average width shall be used to determine the 10%). On corner lots the set-back from the side street shall be a minimum of fifteen (15) feet.

All set-backs shall be determined or measured from the vertical walls or supports of the dwellings, provided; however, that on the front, side and rear yards, the roof projections (eaves) do not extend further than three (3) feet into the required yard or setback area. If roof projections extend further than three (3) feet, the setback shall be measured from the portion of the roof projection closest to the lot line after subtracting the three (3) foot allowed overhang.

3.9 **Placement of Property Equipment:** All oil tanks, bottled gas tanks, and/or soft water tanks shall be placed either under the surface of the ground or concealed by a fence or shrubbery so as not to be capable of being seen from the street, water, golf course, or adjacent property.

3.9a. Air conditioners and pool equipment should be maintained in an attractive condition and, where possible, concealed by a fence or shrubbery.

3.9b. Retractable clotheslines shall be similarly concealed and shall be retracted whenever they are not in use.

3.9c. All garbage and trash containers must be concealed so as not to be capable of being seen from the street, water, golf course, or adjacent property. All garbage and trash containers must be brought in from the street as soon as possible after garbage and trash are collected and placed in a concealed area.

3.10 **Sidewalks.** All Lots shall have a sidewalk conforming to the following specifications: four (4) feet wide with a minimum of four (4) inch thick concrete with re-enforcing wire mesh. The sidewalk shall extend across the full road side frontage of the Lot and must be installed, at the Lot Owner's expense, prior to the completion and issuance of a Certificate of Occupancy for any dwelling on any Lot. The properties on the south side of Hershey, and the properties on Grand Blanc are exempt from having any sidewalk.

3.11 **Common Structures.** No curb, sidewalk, drainage structure, waterline, sewer line, seawall or portion of any street shall be removed or altered for any purpose without the prior written consent of the Association.

Lot Owners shall be directly, financially, responsible to the Association for any damage caused to any of the aforementioned common structures resulting from the action of the Lot Owner, employees of the Lot Owner, or independent contractors furnishing any labor or materials to, or for the benefit of, the Lot Owner. Further, no structure shall be erected, placed or permitted; and no alterations shall be made or permitted, on any Lot in the Property which shall, in any way, obstruct or hinder the surface or sub-surface drainage of the Property. Any Lot Owner obstructing or hindering the surface or sub-surface drainage of the Property shall reimburse the Association for any and all damages caused by such obstruction or hindrance.

3.12 Vehicles. All vehicles or other motor vehicles with business markings, and all trailers and boats are prohibited from parking in the front, rear or side yards, in an exposed manner, or anywhere except under the roof of a garage or carport. Boats are prohibited from parking in the front, rear or side yards of any Lot for more than twenty four (24) continuous hours; during which time the boat may be packed, loaded or unloaded. Except for this short term allowance for loading and unloading, no such boat shall be parked in the front, rear or side yards of any Lot. Recreational vehicles (either motorized or a portable unit, truck camper, or fifth wheel trailer) equipped for cooking, sleeping or camping are prohibited from parking in the front, rear or side yards of any Lot for more than twenty four (24) continuous hours; during which time the vehicles may be packed, loaded or unloaded. Except for this short term allowance for loading and unloading, no such recreational vehicle shall be parked in the front, rear or side yards of any Lot. A light duty pickup or passenger van (factory produced vehicle with no modifications allowed and weighing no more than seven thousand, five hundred (7,500) pounds) may be parked in the driveway as long as the vehicle is a personal use vehicle, and not used for commercial uses, and is used only for the purpose of transporting passengers and the personal effects of its passengers and does not display or carry any business or other commercial markings. No vehicle over seven (7) feet in height, no flat bed trucks or box trucks which are owned or operated by a resident are allowed to be parked overnight either on the driveways or streets of Seminole Lakes Country Club Estates.

Disabled or unlicensed motorized vehicles must be stored in a garage and concealed from view. No repair work will be performed on any vehicle unless the vehicle is located inside the garage and concealed from plain view. Provided, however, that this restriction does not include normal service work that may be performed on the vehicle.

No motorized vehicles of any kind shall be parked on the grass of any Lot except for periodic car washing. Any and all types of water-craft vessels are prohibited unless they are kept in an enclosed garage and concealed from view at all times. No vehicles shall be parked in a manner that blocks or impedes the pedestrian use of any sidewalk. If vehicles must be parked on the street, vehicles shall be parked so that the wheels located on the right-hand side of the vehicle are parked near the right-hand side of the street.

3.13 Utility Services/Antennas. All electric and telephone service lines to any residential dwelling must be constructed underground. No television or other media dish antenna exceeding thirty nine and one half (39.5) inches in diameter and no other visible antennas of any kind are permitted in the Property.

3.14 Nuisance. Loud or obnoxious noises and odors resulting from hobbies or other activities are prohibited. High-Intensity lights or lamps, when installed, should be positioned so as not to shine directly onto, or into, any dwelling constructed on any other Lot in the Property.

3.15 Livestock. No livestock or animals of any kind shall be permitted to remain on the Property; except that Lot Owners shall be entitled to keep two (2) each of domesticated pets. Pets are not permitted on the golf course and all animals shall be kept within the lot boundaries of each Lot and pets must be maintained on a leash whenever they are outside of the lot boundary. The maximum number of animals allowed to be kept as set forth above, does not apply to litters; which are permitted for a maximum of twelve (12) consecutive weeks.

3.16 Signage. No signs, except those legally required, shall be displayed to the public view on any Lot, dwelling or building except: (a) a sign of not more than five (5) square feet advertising the property for sale or rent; or (b) signs used by the builder to advertise the Lot during the construction or sales period; or (c) signs notifying the public of recent lawn spraying. When property is listed for sale, a small deed restriction sign must be visible on the "For Sale Sign" post.

3.17 **Fences/Hedges.** No fence along any Lot line shall be of greater height than forty eight (48) inches, excepting only: those fences that border the country club, or tennis club parking lots; and those Lots located on Hershey Lane and lots of 86, 87, 88 and 89 having existing dwelling; those fences may exceed four (4) feet in height; but in no case shall they be allowed to exceed six (6) feet in height. The lot at 6787 Augusta may have a privacy fence on the length of the side yard along the golf path not to exceed six (6) feet in height. Fences will not be permitted to extend beyond the Lot line either in the front of, or the rear of, any dwelling. All fences must be built with the finish surface facing the street, golf course and/or the adjacent Lot. Hedges along any lot line shall be maintained to a height that will not block a neighbor's view of water or golf course. The height of hedges must be in conformity with city ordinances where applicable.

Any Lot which is currently in violation of this Restriction must bring the fence or hedge height into compliance and reduce or lower the fence height to forty eight (48) inches when the Property is sold and conveyed to another Lot Owner. Any purchaser of a Lot which is currently not in compliance relative to this Restriction concerning fences or hedges, by virtue of acceptance of a deed to the Lot, acknowledges the existence and applicability of this Restriction and covenants to bring the fence or hedge into compliance with this Restriction prior to entering into occupancy of the Lot or accepting possession thereof. Further, any Lot currently in violation of this Restriction must bring the lot line fence into compliance if the fence is ever replaced. Prior to construction or installation of any fence, the location, construction and height of the fence must be approved by the Association.

3.18 **Garage/Estate Sales.** No more than three (3) sales, whether garage sales, estate sales or any other type of sale, shall be allowed on any Lot during any calendar year for any purpose whatsoever.

3.19 **Portable/Temporary Buildings.** Portable storage units or temporary buildings are not allowed on any Lot within the Property except as provided herein. Portable storage units such as PODS, may be placed on a Lot for no longer than three (3) consecutive weeks. No Lot shall be used at any time for parking a trailer or for any other type of building or structure for a temporary habitation, and no building or dwelling unit may be moved onto any Lot. Notwithstanding the foregoing, temporary small buildings necessary for the construction of permanent dwellings may be used for the purpose of such construction and may remain on the Lot for a maximum of one hundred eighty (180) days, or until the time of the completion of the construction of the dwelling and the issuance of the Certificate of Occupancy, whichever occurs first.

3.19a. Recreational Equipment such as, but not limited to, basketball nets, trampolines, play swing and slides must be approved by the homeowners' board of directors.

3.20 **Exterior Maintenance.** The exterior of all residential dwellings on any Lot in the Property shall be maintained by the Lot Owner in a clean, neat and orderly condition. The exterior of the dwelling shall have no peeling or excessively chipped paint, or stained walls. In the event that peeling or excessively chipped paint or stained walls occurs, the Lot Owner must take all appropriate action to remedy the situation. The Association is authorized to establish reasonable rules or regulations dealing with the upkeep and maintenance of the exterior of dwellings on the Lots within the Property. If it is brought to the attention of the Association that a Lot or the exterior of any dwelling is in disrepair or in an unkempt condition, the condition of the Lot and the dwelling shall be investigated and determined by the Directors of the Association who, by majority vote, shall determine the appropriate remedial action to be undertaken by the Lot Owner concerning the Lot or the dwelling. The action deemed appropriate by the Directors as aforesaid shall be undertaken by the Lot Owner.

3.21 **Lawns/Landscaping.** No gravel lawns shall be permitted on any Lot within the Property. The Lot Owners shall maintain all landscaping, including trees and shrubs, in a good condition so as to present a healthy, neat and orderly appearance and each Lot shall be kept free from refuse and debris. Shrubs, bushes and trees which are located near streets shall be trimmed or pruned as often as necessary so as to prevent obstruction of views of the oncoming traffic to the Lot Owner and/or the Lot Owner's neighbors. Bushes, shrubs and trees near sidewalks should be kept pruned so as to enable foot traffic on the sidewalk to occur unimpeded and comply with all City of Seminole codes.

No Australian pines, Eucalyptus or Punk trees, or any invasive trees or plants designated by the county extension office will be allowed to be planted or allowed to grow on any Lot within the Property.

3.22 **Above-Ground Pools.** No above-ground pools shall be allowed or permitted on any Lot within the Property.

3.23 **Applicability to Multiple Lots.** Should more than one Lot be used as a single building site, these Restrictions shall apply to the multiple Lots as though the entire building site were one Lot.

3.24 **Rentals.** Property cannot be rented or leased for a period of less than one year and the lease must include all deed restrictions.

ARTICLE IV GENERAL

4.1 **Rules and Regulations.** Reasonable rules and regulations concerning and consistent with the terms of this Declaration may be made, and amended from time to time, by the Association. A copy of any such rules and regulations shall be made available to all Lot Owners and additional copies shall be made available to Lot Owners upon request, and for a reasonable fee not to exceed the cost of photocopying. All Lot Owners, their families, invitees and lessees shall use the Property only in accordance with such rules and regulations.

4.2 **Variances/Exceptions.** For good cause, the Association shall have the right and authority to approve exceptions or variances from the strict enforcement of these Restrictions. Any such exception or variance must be approved by a majority vote of the Board of Directors of the Association at a duly noticed meeting in which a quorum was present and where the request for exception or variance was discussed. The exception or variance so approved may be approved without express, special notice to the owners of any other Lot, or any persons or parties whatsoever; provided that the exception or variance does not conflict with local zoning or building requirements. Any request for a variance or exception must be in writing, and filed with the Association; accompanied by such information and supporting documentation as shall be reasonably required by the Association.

4.3 **Enforcement.** If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate, or attempt to violate, any of the Restrictions set forth in this Declaration, it shall be the right of the Association, and/or any Lot Owner to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such Restriction; whether such proceedings are intended to prevent such person from so violating these Restrictions, or to recover damages, or both. Failure of any person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach recurring prior or subsequent thereto. Issuance of a building permit or Certificate of Occupancy which may be in conflict with the Restrictions set forth herein shall not prevent the Association or any Lot Owner from enforcing the Restrictions set forth herein.

In the event any Lot Owner or the Association finds it necessary to obtain the services of an attorney to enforce or interpret the covenants, reservations and restrictions herein contained, whether suit be filed or not, the prevailing party shall be entitled to recover reasonable attorney's fees, both at the trial and appellate level, and any court costs incurred; which fees may be set by the trial or appellate court or may be determined or enforced in a separate proceeding brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

4.4 **Term and Amendment.** These covenants, reservations and restrictions are real covenants, reservations and restrictions and are intended to, and shall be deemed to be, covenants running with the land and shall be binding on all parties and persons who may now own, or who may hereafter become the owner or owners of any Lot within the Property, and on all parties claiming by, through or under them. This amended and restated Declaration shall become effective upon its recordation in the Public Records of Pinellas County, Florida, and shall continue for a period of twenty (20) years from said date; after which time said covenants, reservations and restrictions shall automatically be extended for successive periods of ten (10) years each, unless prior to the commencement of any ten-year renewal period, an instrument, in writing, signed by the owners of a

majority of the Lots in the Seminole Lakes Lots has been recorded in the Public Records of Pinellas County, Florida; which instrument may agree to change, alter or rescind said covenants, reservations and restrictions, in whole or in part, subject to applicable law including, but not limited to, local zoning ordinances and statutes.

4.5 **Violation/Future Compliance.** If any Lot, or any improvement located on any Lot, is not currently in compliance with the covenants, reservations and restrictions set forth herein, the Lot must be brought into compliance at the time of a sale either by the selling Lot Owner or the buying Lot Owner during the escrow or closing proceedings. Any person purchasing a Lot which is not in compliance at the time of the purchase hereby covenants and agrees, by acceptance of the deed for said Lot, that these Restrictions encumber the said Lot and to bring the Lot, or any improvements located thereon, into compliance with the terms of this Declaration prior to entering into occupancy or accepting possession of the Lot (except for roofs which must be brought into compliance at the end of the roof's useful life).

4.6 **Partial Invalidity.** In the event that any Restriction contained herein, or portion thereof, is ever declared by judgment of a Court of competent jurisdiction to be invalid, null, void or otherwise unenforceable, that determination shall in no wise affect the validity or enforceability of any other provision; which shall remain in full force and effect.

4.7 **Interpretation.** Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the terms "include" or "including" shall mean "include without limitation" or "including without limitation", as the case may be; and any reference to "attorney's fees" shall mean "reasonable attorney's fees incurred before, during or after litigation, including appellate proceeds". The headings used herein are for convenience only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

4.8 **Approvals and Consents.** The covenants, reservations and restrictions set forth in this amended and restated Declaration have been agreed to by each and every of the Lot Owners whose approvals are attached hereto and incorporated hereby.

IN WITNESS WHEREOF, the undersigned, as President and Vice President of Seminole Lake Golf and Country Club Estates Homeowners' Association, Inc., a Florida not-for-profit corporation, which is the legal entity formed to maintain and enforce these Restrictions on all Lots within the Property, hereby certify that the affirmative consent of a majority of the Lot Owners of the Lots within the Seminole Lake Lots, have acknowledged, approved, ratified and confirmed this amended and restated Declaration, which shall be effective on the date and year when recorded in the Public Records of Pinellas County, Florida. These presents have been executed and delivered by the President and Vice President of Seminole Lake Golf and Country Club Estates Homeowners' Association, Inc., this 20 day of August, 2004.

Signed, sealed and delivered in the presence of:

Tammie M. Kubisiak
Tammie Kubisiak, as President

Peter Gottschling
Peter Gottschling, as Vice President

CARA HERNANDEZ
(Witness to sign and print name on line above)


JAMES A. KUBISIAK
(Witness to sign and print name on line above)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of August, 2004, by **Tammie Kubisiak, as President, and Peter Gottschling, as Vice President, of Seminole Lake Golf and Country Club Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the Corporation.**

Personally known
Florida Driver's License

Roberta McElwain
(Signature of Notary Public on line above)

(NOTARY SEAL)  **Roberta McElwain**
Commission # DD122737
Expires June 5, 2006
Bonded Thru
Atlantic Bonding Co., Inc.