

GULL AIRE VILLAGE

COVENANTS, CONDITIONS & RESTRICTIONS

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
194 BAYSHORE BOULEVARD, SUITE A
DUNEDIN, FL 34628

**CERTIFICATE OF AMENDMENT
AS TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GULL AIRE VILLAGE ASSOCIATION**

NOTICE IS HEREBY GIVEN that by a vote of a majority of the membership, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gull Aire Village Association, as recorded in O.R. Book 5233, Page 773, et seq., and amended at O.R. Book 5478, Page 1343, O.R. Book 5535, Page 1975, O.R. Book 5629, Page 217, O.R. Book 6237, Page 1219, O.R. Book 6950, Page 122, O.R. Book 7227, Page 1944, O.R. Book 7537, Page 1488, O.R. Book 7726, Page 289, O.R. Book 8534, Page 1890, O.R. Book 8891, Page 1920, O.R. Book 9103, Page 1963, and O.R. Book 10461, Page 2634, each of the Public Records of Pinellas County, Florida (collectively referred to as "1981 Declaration"), and the same is hereby amended as follows:

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gull Aire Village Association, Inc. is hereby amended in accordance with the document attached hereto and entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gull Aire Village"

IN WITNESS WHEREOF, GULL AIRE VILLAGE ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 28TH day of MARCH, 2014.

GULL AIRE VILLAGE ASSOCIATION, INC..

By: Robert W. Little
ROBERT W. LITTLE, President
Printed Name

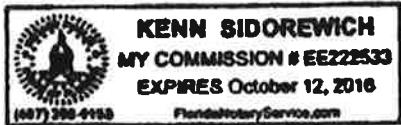
ATTEST:

Perry E. Burright
PERRY E. BURRIGHT, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2014, by Robert W. Little, as President, and Perry E. Burright, as Secretary, of GULL AIRE VILLAGE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10-12-16



PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD, SUITE A
DUNEDIN, FL 34698

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GULL AIRE VILLAGE**

WHEREAS, an Amended Covenants and Restrictions of Gull Aire Village was recorded in O.R. Book 5233, Page 773, as amended by amendments recorded in O.R. Book 5478, Page 1343, O.R. Book 5535, Page 1975, O.R. Book 5629, Page 217, O.R. Book 6237, Page 1219, O.R. Book 6950, Page 122, O.R. Book 7227, Page 1944, O.R. Book 7537, Page 1488, O.R. Book 7726, Page 289, O.R. Book 8534, Page 1890, O.R. Book 8891, Page 1920, O.R. Book 9103, Page 1963, and O.R. Book 10461, Page 2634, each of the Public Records of Pinellas County, Florida (collectively referred to as "1981 Declaration");

WHEREAS, the certain real property described in and encumbered by the foregoing Amended Covenants and Restrictions of Gull Aire Village is described on Exhibit "A" attached hereto;

WHEREAS, this document shall supersede the document recorded at O.R. Book 11500, Page 2238, et seq., Public Records of Pinellas County, Florida;

WHEREAS, the owners within Gull Aire Village, pursuant to the authority set forth in Section 30 of the 1981 Declaration, as amended, desires to amend and restate the 1981 Declaration as one, cohesive, and composite document to simply reference thereto by all present and future residents within the Properties, and desires for the covenants, conditions, and restrictions set forth in this Declaration to continue to run with the land and be binding on title to all of the Properties;

NOW, THEREFORE, pursuant to the authority set forth in Section 30 of the 1981 Declaration, the owners within Gull Aire Village declare that all of the Properties shall continue to 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 title to the Properties and be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

Section 1. Definitions.

(a) The term "*Association*" shall mean and refer to Gull Aire Village Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(b) The term "*Board of Directors*" or "*Board*" shall mean and refer to the Association's Board of Directors. The Board shall exercise for the Association all powers and duties vested in or delegated to the Association unless a membership vote is required.

(c) The term "*Building Plot*" shall refer to all or parts of a platted Lot or Lots and may consist of one or more contiguous platted Lots, all or part of one platted Lot, all of one platted Lot and part of a contiguous platted Lot or Lots, or any other combination of contiguous parts of platted Lots which will form an integral unit of land suitable for use as a residential single family detached home site. A Building Plot shall have an area of not less than 4,000 square feet except that this requirement for minimum area shall not apply to a Building Plot which consists of or includes an entire Lot. No Residence shall be erected upon or allowed to occupy any Building Plot having less than such minimum area unless the Building Plot consists of or includes an entire Lot as shown on any Plat.

(d) The term "*Lot*" shall mean and refer to the numbered plot of land shown on any plat and shall be used for residential purposes only for the development and maintenance of one (1) Residence. Except as otherwise provided, no structure shall be erected or permitted to remain on any Lot or Building Plot other than one (1) Residence.

(e) The term "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties.

(f) The term "*Plat*" shall mean any and all plats of all or any portion of the Properties, which plat is approved by the City of Oldsmar, Florida, and recorded in the Official Records of Pinellas County, Florida.

(g) The term "*Residence*" shall mean a single-family detached home, whether manufactured home or site built home.

Section 2. Access Ways.

(a) The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other improvement, natural or artificial, placed or located on any Lot or Building Plot, if the location of the same will obstruct the vision of a motorist on any of the access ways as are shown on the plat of any part of the Properties ("*Access Ways*"); and

(b) Where any walls or fences shall be placed upon any easement of any nature by the Association, the Owner of the Lot on which such structure is located shall not in any way remove, cut, or otherwise interfere with the walls as placed on such easements.

Section 3. Building and Use Restrictions.

(a) Each Owner shall be required to construct or cause to be constructed a Residence upon its Lot or Building Plot within one (1) year from the date title is conveyed to such Owner. Once construction of any Residence or related structure on such Lot or Building Plot is begun, the work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Residence and all related structures shown on the plans and specifications approved by the Board of Directors pursuant to Section 4 hereof, must be completed in accordance with such plans and specifications within twelve (12) months after the start of the first construction upon such lot unless such completion is rendered impossible as the direct result of labor strikes, fires, national emergencies, natural calamities, or other matters beyond the reasonable control of the Owner. Prior to completion of construction of the Residence, the Owner shall install or cause to be installed at the Owners expense a paved driveway from the abutting Access Ways to the Residence.

(b) No building on any Lot or Building Plot may be used for business, commercial, amusement, hospital, sanitarium, school, clubhouse, 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 by the terms of this Declaration. No building situated on any Lot or Building Plot shall be rented or leased separately from the rental or lease of the entire Lot or Building Plot.

(c) No Residence shall be placed or allowed to remain on any Lot or Building Plot unless the ground floor square footage of the Residence, exclusive of screened porches and garages, shall equal or exceed 860 square feet.

(d) Each Lot or Building Plot and Residence to be constructed thereon shall be subject to building setback areas as follows: (i) as to Lots and Residences within Gull Aire Village, 7.5 feet from the front Lot line, 7.5 feet from each side Lot line, and 7.5 feet from each rear Lot line, except that as to each side Lot line located adjacent to an Access Way the setback will be 10 feet from such side Lot line; and (ii) as to Lots and Residences within Gull Aire Village Phase II, the building setbacks shall be 10 feet from the front Lot line, 5 feet from each side Lot line, and 10 feet from the rear Lot line, except that as to each side Lot line located adjacent to an Access Way the setback will be 10 feet from such side Lot line.

(e) No part of any building, utility room, hedge, wall or any type or kind of permanent structure (except driveways and patios) shall be erected, placed or allowed within the building setback areas described in subparagraph (d) above. A living hedge which does not extend more than 5 feet above ground surface may be erected, or placed within one foot from any interior side of the Lot or Building Plot. No orange or other citrus trees shall be permitted in front or street side yards of any Lots without the prior written consent of the Board of Directors.

(f) Notwithstanding any other provisions of these covenants and restrictions, no utility room, wall or any type or kind of permanent structure shall be erected, allowed or placed within any of the areas designated on any Plat as easement areas. Any of the foregoing placed

within any of the easement areas shall be removed by the Owner installing such at the request or requirement of the Board of Directors.

(g) No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this section shall not prevent the use of a temporary construction shed during the period of actual construction of the Residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen, during the course of such construction.

(h) No septic tank shall be permitted within the Properties.

Section 4. Architectural Approval.

For the purpose of further insuring the development of the Properties as a residential area of the highest quality and standards, the Association reserves for itself and an architectural committee of the Association, the exclusive right to approve all of the buildings, structures and other improvements to be developed or installed on each Lot or Building Plot, and any modifications or additions thereto; provided, however, that no building structures, improvements, modifications or additions shall be made within the Properties without the Board of Directors consent. No Residence or other building, and no fence, wall, hedge, utility room, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot or Building Plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Lot or Building Plot, an approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Board of Directors or the architectural committee shall require, including, if so required, plans for grading and landscaping of the Lot or Building Plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Board of Directors or the architectural committee, as the case may be. In reviewing the building plans and specifications, and grading and landscaping plans, the Board of Directors or the architectural committee, as the case may be, may take into consideration the suitability and desirability of the proposed improvements, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of the improvements as viewed from neighboring properties. In the event the Board of Directors or the architectural committee, as the case may be, fails to approve or disapprove the building plans and specifications within thirty (30) days after the same have been submitted, the approval of the Board of Directors or the architectural Committee, as the case may be, shall be presumed and the provisions of this section shall be deemed to have been satisfied; provided, however, that no Residence or other building, structure or improvement which violates the terms of this Declaration or which is not in harmony with the surrounding neighborhood and the existing structures herein shall be deemed approved and erected or allowed to remain on any part of a Lot or Building Plot.

Section 5. Vehicle Parking Prohibitions.

No boats, trailers, campers, recreational vehicles, or commercial trucks may be kept in front yards, driveways, side yards or utility rooms; provided, however, that commercial pickup trucks and commercial sports utility vehicles that are an owner's or occupant's sole form of transportation may be kept on driveways. All boats, trailers, campers, and recreational vehicles shall be kept only in that area designated by the Board of Directors for storage of such vehicles, except that recreational vehicles may be parked on driveways or on the street in front of the owner's dwelling for up to 48 consecutive hours for the purpose of loading, unloading or cleaning the same. No commercial trucks or other commercial vehicles, including any part thereof, such as the tractor, or trailer of semi-units or commercial agricultural farm or landscaping equipment, that is not stored fully within an enclosed garage shall be kept by an Owner or occupant on any Lot or anywhere in the Properties. The provisions of this section shall not apply to vehicles used for construction purposes during daytime hours by a licensed general contractor, subcontractors or materialmen, who are performing construction within the Properties. Storage in the area designated by the Board of Directors as provided for in this section shall be at a charge which shall be set by the Board of Directors in its sole discretion from time to time. The Association does not assure adequacy of storage, and the storage shall be on a priority basis to those applying for storage while they require such storage. Any charges for removal of any vehicles parked in violation of this section shall be borne by the Owner, and shall constitute a lien against such Owner's Lot or Lots, which shall be enforceable as provided in Section 16 of this Declaration.

Section 6. Age Restriction.

It is the intention of the Association to qualify for the exemption to the Federal and Florida Fair Housing Acts by providing housing for older persons as defined by Florida Statutes. Accordingly, to ensure that the Association qualifies as "Housing for Older Persons", the following shall apply to Gull Aire Village:

1. At least eighty (80%) percent of the occupied units shall be occupied by at least one person who is fifty-five (55) years of age or older.
2. No person less than eighteen (18) years of age shall be a permanent occupant in any of the units. For purposes of this paragraph, "permanent occupant" shall be defined as a person who occupies a unit for a minimum of sixty (60) days within any consecutive twelve (12) month period or for more than thirty (30) consecutive days.
3. No person shall be approved for rental or lease of a unit at Gull Aire Village unless at least one (1) resident is fifty-five (55) years of age or older. In connection with the leasing of any unit, the owner must first provide proof that at least one permanent resident tenant is fifty-five (55) years of age or older.
4. The remaining twenty (20%) percent of the units shall be permitted to be occupied without a qualifying resident only if a hardship exemption has been granted in writing by the Board of Directors in its discretion.

The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with the Federal Fair Housing Act and the Florida Statutes. The Board of Directors shall further comply with verification procedures set forth in 24 CFR 100.

Section 7. Sign Prohibition.

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except for one "For Sale" sign of standard residential industry size or one "For Rent" sign of standard industry size displayed in a window of the Residence.

Section 8. Garbage or Trash Restrictions.

No garbage or trash incinerator shall be placed or permitted to remain on a Lot or any part thereof. Garbage, trash and rubbish shall be removed from the Lots only by services or agencies approved by the City of Oldsmar. After the erection of any building on any Lot, the Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot. Such garbage containers shall be kept at all times on the Lot or on the adjacent Access Way at such location as shall be designated and approved by the Association, and shall be stored in such a way as to be substantially screened from view. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of the Properties.

Section 9. Animal Restrictions.

No pet shall be kept, permitted, raised or maintained on any Lot or Building Plot except as permitted in this section. No more than one (1) pet may be kept on a single Building Plot for the pleasure of the occupants, and such pet shall not be kept for any commercial or breeding use or purpose. If any such permitted pet shall, in the sole opinion of the Board of Directors, become dangerous or an annoyance or nuisance, or destructive of wildlife, the Board of Directors may require removal of the pet.

Section 10. Prohibition of Illegal, Noxious, and Offensive Activity.

No illegal, noxious or offensive activity or behavior shall be permitted or carried on in any part of the Properties, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Properties.

Section 11. Association's Easements.

(a) The Association, for itself and its successor-in-interest and assigns, hereby reserves and is given a perpetual, non-exclusive easement, privilege and right on, over and under all of the easement areas shown on the Plat (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under the front, rear and side

setback areas of each Lot, to erect, maintain and use water mains, drainage lines or drainage ditches, sewers and other suitable equipment and related appurtenances for drainage and sewage disposal purposes; and to erect, install, maintain and use poles, wires, cables, conduits, and to erect, install, maintain and use for the transmission of electricity, telephone, cable television, gas, and other conveniences or utilities.

(b) The Association retains for itself and its successors-in-interest, agents, employees and assigns, a non-exclusive easement for ingress, egress and utilities across all streets, roadways, driveways and walkways that may from time to time exist within the Properties and the easement areas adjacent to those tracts which lie between the real building restriction lines on Lots adjacent to those tracts and the rear boundaries of such tracts as such easement areas are shown on the Plat.

(c) The Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this section. The owners subject to the privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of the Association and its successors-in-interest and assigns, except to the extent dedicated on the Plat.

Section 12. Wetland Maintenance.

(a) Owners whose Lots abut wet retention ponds shall not remove native vegetation that becomes established within the wet retention ponds. Removal includes dredging, the application of herbicide and cutting. Owners should address any questions regarding authorized activities within the wet retention ponds to Pinellas County or the Southwest Florida Water Management District ("SWFWMD"). No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain in or over any portion of the Properties' lake front or canal Lots without the consent of the Association, the City of Oldsmar, Pinellas County, and all applicable regulatory agencies.

(b) All common grounds around ponds and wetland areas shall be maintained by the Association. No Lot Owner with the Properties may construct or maintain any building, Residence, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded Plat of the Properties, unless prior approval is received from Pinellas County or SWFWMD pursuant to Chapter 40D-4. The Properties, at the time of construction of a building, Residence, or structure, must comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Pinellas County and SWFWMD.

(c) The Association shall have the sole and absolute right, but no obligation, to control the water level of each and all of the above mentioned wetland areas.

(d) No Lot Owner or occupant shall have the right to pump or otherwise remove any water from the above mentioned wetland areas or for the purpose of irrigation or other use, nor place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, ashes or other refuse in the above mentioned wetland areas or on any portion of the tracts.

Section 13. Owner Maintenance Requirement.

The Lot Owner whether the Lot is improved or unimproved, shall keep such Lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner of any Lot fails to comply with this section, the Association shall have the right, but not the obligation, to go upon the Lot and to cut and remove tall grass, undergrowth and weeds, to remove rubbish and any unsightly or undesirable objects therefrom; and perform all desirable maintenance to maintain the Lot in a neat and attractive condition, all at the expense of the Owner. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefore shall be secured by a lien on the Lot and become part of the Lot annual maintenance fee and collected in the same manner as the enforcement of fees in Section 14.

Section 14. Assessment.

(a) Each Building Plot in the Properties is hereby subject to an annual maintenance fee as hereinafter provided. The annual maintenance fee shall be set for, and shall cover the calendar year, and shall be payable monthly commencing April 1, 1980, and on the same day each year thereafter. Each Lot Owner shall pay to the Association 1/12th of the annual maintenance fee then in effect, payable in advance on the first of each month at the office of the Association in Pinellas County, Florida, or at any other place as shall be designated by the Association, and such payments shall be used by the Association to create and continue maintenance funds. The annual maintenance fee shall become delinquent if not paid by the second day of the month during which the fee shall become due. If received by the office after the fifth of the month the payment is due, the payment must include a \$2.50 per month late charge from the due date until paid. The annual maintenance fee may be adjusted from year to year by the Association as the needs of the Properties in the judgment of the Association may require, provided however, that the charges shall not be less than \$20.00 nor more than \$25.00 per month per Lot for so long as the Class B member shall control the Association. The annual maintenance fees may, at any Lot Owner's discretion, be paid in advance according to the total annual fees set in any calendar year.

(b) In addition to the annual maintenance fee which shall fund the budget of the Association, the Board of Directors may additionally propose special assessment charges for consideration by the Lot Owners to provide for capital improvements, maintenance, the purchase of property, either real or personal and for the purpose of making improvements to the existing capital structures and the Properties. No such special assessment charge shall be made against the Lot Owners for new capital improvements or capital maintenance to existing improvements

unless such improvements or maintenance shall first be approved by no less than sixty percent (60%) of the Class A members of the Association.

(c) The maintenance funds provided by the annual maintenance fees may be used for the following purposes only:

1. Payment of operating maintenance and management expenses of the Association, including expenses for such professional services and management fees as are approved by the Board;
2. Maintenance, improvements and operation of drainage easements and systems that are not the responsibility of the City of Oldsmar or Pinellas County;
3. Maintenance of recreational facilities and parks, lakes ponds and buffer strips, and purchase of such facilities in accordance with the Agreement of Purchase and Sale dated March 11, 1992, between the Developer and the Association;
4. Garbage collection and trash and rubbish removal from any and all common area grounds that are subject to the control of, and dedicated to the Association;
5. Any necessary or desirable activity to keep the subdivision neat and attractive to preserve the value of the Properties, to eliminate fire, health or safety hazards, or, to provide general benefit to the Owners or occupants of the Properties;
6. Repayment of funds and interest borrowed by the Association and used for any of the purposes referred to above; and
7. Maintenance and operation of the surface water management system.

(d) Except as otherwise provided in this Section 14, it shall not be necessary for the Association to allocate or apportion from the maintenance funds or expenditures the various purposes specified in this section. The judgment of the Association in the expenditure of the maintenance funds shall be final. The Association, in its discretion, may hold the maintenance funds invested or uninvested, and may reserve portions of the maintenance funds as the Association determines necessary for expenditures in subsequent years after the annual maintenance fees were collected.

(e) The annual maintenance fee and any related interest charges shall constitute a debt from the Lot Owner which is due and payable to the Association on demand and shall be secured by a lien upon any and all improvements on the Lot to which it is assessed. The lien shall attach annually as hereinafter provided and shall be enforceable by the Association in a court of competent jurisdiction. In the event the Association institutes a proceeding to collect or enforce the fee or lien, the Association shall be entitled to recover from the Lot Owner all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all costs shall be secured by the lien.

(f) A lien for maintenance fees shall attach to the Lot and improvements as of April 1 of the year for which the annual maintenance fee is due. Each annual maintenance fee shall be subordinate and inferior to the lien of any first mortgage encumbering the Lot and improvements only if such mortgage was recorded in the public records of Pinellas County, Florida, prior to the attachment date of such lien. The foreclosure of any first mortgage and the conveyance of title by foreclosure proceedings, or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity, or priority of the annual maintenance fee liens thereafter assessed with respect to such Lot and improvements. Upon request, the Association shall furnish any owner or mortgagee a certificate showing the unpaid maintenance fees, if any, against any property and the year or years for which any such unpaid maintenance fees were assessed.

Section 15. Removal of Improper Improvement, Building or Structure.

Where any structure, building, improvement or condition violates these covenants and restrictions, the Association shall have the right, but not the obligation, after thirty (30) days' written notice, to enter upon the Lot where the violation exists and to abate and remove the violation at the expense of the Owner of the Lot. Entry upon any Lot for abatement or removal shall not be deemed a trespass and shall not make the Association liable in any way for any damages on account thereof.

Section 16. Association Approval.

Wherever the Owner is required to procure the consent or approval of the Association prior to commencing an action, no activity shall begin until after the request is received in writing by the Association and the Association has granted written approval. In the event the Association fails to act on any such written request within thirty (30) days after receipt by the Association, the consent and approval of the Association shall be presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions contained herein.

Section 17. Rules and Regulations.

The Board of Directors shall have the sole right to promulgate the rules and regulations governing the application and enforcement of these covenants and restrictions provided that the rules and regulations conform to the general purposes and standards of the covenants and restrictions contained herein. A violation of any rule or regulations promulgated by the Board shall be considered a violation of these covenants and restrictions.

Section 18. Residency Requirements.

In order to promote and insure the safety and welfare of the residents of Gull Aire Village, the following requirements for residency shall apply.

(a) All prospective residents of Gull Aire Village, whether owners, lessees or other persons, must submit an application for residency to the Board of Directors of the Association. Such consent shall be given or withheld based upon the following conditions:

(1) The applicant's ability to meet the financial obligations of the Lot if the applicant is the prospective purchaser of the Lot. The Association is authorized to run a financial background check of the purchaser/applicant as part of the approval process.

(2) The proposed occupancy of a unit must meet the requirements of the Declaration, Bylaws, and Rules and Regulations of the Association, including, but not limited to the Association's age restrictions..

(3) No person who is a convicted or registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof or who has been convicted of a felony within the last ten (10) years or is still serving out a probationary sentence in connection with a felony occurring more than ten (10) years ago, shall be permitted to occupy any dwelling at any time. The Association is authorized to run a criminal background check as part of the approval process.

(b) The applicant for residency, whether owner, lessee or other persons, shall remit with the application, an application fee in such amount as the Board shall determine from time to time, up to but not exceeding the maximum allowed by law to cover the cost of processing the application by the Association.

(c) The Board shall provide a written response approving or disapproving the proposed residency within thirty (30) days of the date of the application. No person shall be permitted to be a resident of Gull Aire Village without the prior approval of the Board of Directors.

(d) Any occupant not properly approved by the Board of Directors shall be deemed an unauthorized tenant and may be evicted by the Association as a tenant under Chapter 83, Florida Statutes as if a tenant was in breach of a lease agreement.

(e) The Board shall promulgate, from time to time, such rules, regulations and procedures as are necessary to ensure compliance with this Section.

Section 19. Association's Right to Amend.

All amendments to this Declaration shall be approved by not less than a majority of all members.

Section 20. Running with the Land.

(a) This Declaration, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the land and shall remain in full force and effect until the

April 1, 2023. Thereafter the terms of this Declaration shall be automatically extended for successive periods of 25 years each, unless within six (6) months prior to April 1, 2023, or within six (6) months preceding the end of any such successive 25 year period, a written agreement executed by the then Owners of a majority of the Lots shown on the Plat of the Properties shall be placed on record in the office of the Clerk of the Circuit Court of Pinellas County, Florida. In such a written agreement, the majority of the Owners may change, modify, waive or extinguish in whole or in part any of the covenants, restrictions, reservations and easements provided herein. In the event that any such written agreement shall be executed and recorded as provided for above in this section, this Declaration, as therein modified, shall continue in force, for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in the foregoing.

(b) No individual Owner, without the prior written approval of the Association, may impose any additional covenants, restrictions, and conditions on any part of the Properties.

Section 21. Violation of Covenants and Restrictions.

(a) If any person, firm, or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association or any Owner to prosecute proceedings for the recovery of damages against those in violation or attempting to violate any such covenants or restrictions, or to maintain an action in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, shall in no event be deemed a waiver of the right to enforce the same or to enforce a similar breach or violation thereof occurring subsequently.

(b) Any action taken by Owners, or the Association to prosecute proceedings for the recovery of damages against those violating or attempting to violate the covenants and restrictions, or rules adopted by the Board or to prevent or enjoin any such violations or attempted violations, above described in this section, whether or not an action is filed in a court of competent jurisdiction, shall entitle the Owners, or the Association recovery from the Owner or Owners, all costs, including reasonable attorneys' fees, incurred in and about such proceedings, including attorneys' fees and costs for any appeal. Any costs shall be secured by a lien on the Owner's Lot in the same manner as liens for nonpayment of assessments in Section 16.

(c) All assessments or liens related to the violation of these covenants and restrictions shall be deemed to be inferior to any first mortgage placed upon any Lot or Lots in this subdivision by a financial institution, recognized bank, insurance company or savings and loan association. Any liens or fees due upon any Lot or Lots pursuant to this section shall be null and void as it pertains to any financial institution, recognized bank, insurance company or savings and loan association which has foreclosed on any Lot in the Properties or has taken title to such Lot in lieu of foreclosure.

Section 22. Severability.

The invalidation of any provisions or provisions of the Declaration by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.

IN WITNESS HEREOF, Gull Aire Village Association, Inc. has caused this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gull Aire Village to be executed in accordance with the authority hereinabove expressed this 28th day of MARCH, 2014.

GULL AIRE VILLAGE ASSOCIATION, INC.

By: Robert W. Lyttle
ROBERT W. LYTTLE, as President

ATTEST:

Perry E. Berright
PERRY EBURRIGH as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO (or affirmed) and subscribed before me this 28th day of MARCH, 2014, by Robert W. Lyttle, as President, and Perry E. Berright as Secretary, of Gull Aire Village Association, Inc., who are personally known to me, or who have produced _____, as identification.

Kenn Sidorewich
Notary Public
State of Florida at Large

My Commission Expires: 10-12-16



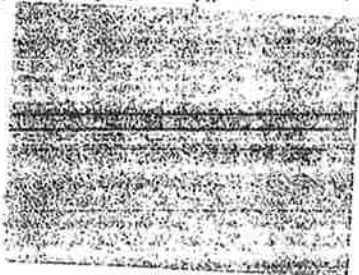


EXHIBIT "A"

LEGAL DESCRIPTION:

ALL of those lands known as:

GULL-AIRE VILLAGE, as recorded in Plat Book 77, Pages 40 through 44, inclusive, of the Public Records of PINELLAS County, Florida.

and

GULL-AIRE VILLAGE, PHASE 2A, as recorded in Plat Book 112, Pages 65 through 68, inclusive, of the Public Records of PINELLAS County, Florida.

GULL-AIRE VILLAGE, PHASE 2B, as recorded in Plat Book 121, Pages 87 and 88, of the Public Records of PINELLAS County, Florida.

and

GULL-AIRE VILLAGE, PHASE 2C, as recorded in Plat Book 122, Pages 87 and 88, of the Public Records of PINELLAS County, Florida.

UNOFFICIAL COPY

PREPARED BY AND RETURN TO:
Clauson, Nikoloff, Grant & Grunberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GULL AIRE VILLAGE ASSOCIATION**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 28, 2017 and reconvened to March 28, 2017, by a vote of not less than a majority of all members, the Amended and Restated Declaration of Covenants, Conditions and Restrictions, for Gull Aire Village Association, as originally recorded in O.R. Book 18362, Page 2684, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gull Aire Village Association is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gull Aire Village Association."

IN WITNESS WHEREOF, GULL AIRE VILLAGE ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 25th day of April, 2017.

GULL AIRE VILLAGE ASSOCIATION, INC.

(Corporate Seal)

By:


[Signature]
KEN LA MARCA, as President
Printed Name

ATTEST:

[Signature]
Therese Hite, as Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 25th day of April, 2017, personally appeared before me Ken LaMarca, as President, and Therese Hite, as Secretary of GULL AIRE VILLAGE ASSOCIATION, INC., who are personally known to me or who have produced as identification and who did take an oath.

 **JANICE SOFIA**
MY COMMISSION #FF093518
EXPIRES March 4, 2018
(407) 398-0183 FloridaNotaryService.com

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

**SCHEDULE OF AMENDMENTS
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR GULL AIRE VILLAGE ASSOCIATION**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

1. Section 18, Residency Requirements, of the Declaration shall be amended by adding a new paragraph (f) to read as follows:

(f) An Owner may not lease, rent or allow occupancy of a residence or lot by any party other than the owner(s) and immediate family during the first twelve (12) months of ownership. The 12-month period shall begin to run on the date of the recording of the owner's deed. Any occupancy of a lot for more than thirty (30) days in any twelve (12) month period shall be deemed a lease for purposes of enforcing any and all restrictions contained herein. There shall be no occupancy of a residence and/or lot without compliance with the requirements set forth herein.

EXHIBIT "A"