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RECORDING 009 PAGES 1 \$42.00

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
28100 U.S. Highway 19 N., Suite 300
Clearwater, Florida 33761

TOTAL: \$42.00
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR INDIAN TRAILS AND FOR INDIAN TRAILS ADDITION**

This is to certify that at a duly called meeting of the members of ITHOA, Inc. (the "Association") held on November 14, 2001, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to the Declarations of Covenants and Restrictions of Indian Trails and Indian Trails Addition, attached hereto as **Exhibit A**, were duly adopted by the owners in both subdivisions. The Declaration of Covenants and Restrictions for Indian Trails was originally recorded in Official Records Book 4733, Page 1104, and the Declaration of Covenants and Restrictions for Indian Trails Addition was originally recorded in Official Records Book 5072, Page 2025, both of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, THE ITHOA, INC., has caused this instrument to be signed by its duly authorized officer on this 2ND day of JAN, 2001.

ITHOA, INC.

Karen K. Amyx
Signature of Witness #1
KAREN K. Amyx
Printed Name of Witness #1
Andrea McLoughlin
Signature of Witness #2
ANDREA MCLOUGHLIN
Printed Name of Witness #2

By: James Kleyman
Signature
JAMES KLEYMAN, PRESIDENT
Printed Name and Title



STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2ND day of JAN, 2001, by JAMES KLEYMAN, as PRESIDENT of ITHOA, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FDL as identification.

455440502090
Notary Public
ANDREA MCLOUGHLIN
Printed Name

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR INDIAN TRAILS AND FOR INDIAN TRAILS ADDITION**

WHEREAS, Indian Trails Subdivision was created by the Plat recorded in Plat Book 78, Pages 43 and 44 of the Public Records of Pinellas County, Florida; and

WHEREAS, Indian Trails Addition was created by the Plat recorded in Plat Book 73, Pages 40 and 41 of the Public Records of Pinellas County, Florida; and

WHEREAS, restrictions were originally recorded for Indian Trails in 1978 at Official Records Book 4733, Page 1104, Public Records of Pinellas County, Florida; and

WHEREAS, restrictions were originally recorded for Indian Trails Addition in 1980, as recorded at Official Records Book 5072, Page 2025, Public Records of Pinellas County, Florida; and

WHEREAS, a not-for-profit corporation names ITHOA, Inc. was previously created to provide an entity for operating and managing the Indian Trails community; and

WHEREAS, prior amendments to the deed restrictions set forth above have been adopted, and have provided for ITHOA, Inc. to have the authority to enforce certain restrictions in both the Indian Trails and Indian Trails Addition communities; and

WHEREAS, the record owners of a sufficient number of lots in Indian Trails, and Indian Trails Addition, have approved of the following wording which is designed to be an amended and restated set of deed restrictions that will apply to both subdivisions, and will replace all prior restrictions and amendments thereto;

NOW, THEREFORE, the following covenants, restrictions and conditions are to apply to both of the subdivisions set forth above.

DEFINITIONS

- (1) "Articles". The Articles of Incorporation of the Association, as amended from time to time.
- (2) "Association". ITHOA, Inc., a nonprofit Florida corporation, which is responsible for the operation of the Subdivisions and the Common Property, as defined hereafter, its successors and assigns. In the context used, "Association" may also refer to the DRC or some other committee or individual acting on behalf of the Association.
- (3) "Board of Directors" or "Board". The Board of Directors of the Association responsible for administration of the Association.
- (4) "Common Property". All real property and any interest in real property located in the Subdivisions which are not included in the Lots, together with improvements located thereon, and all other property declared as Common Property, including but not limited to: capital improvements located within or outside of the Subdivisions serving the real property located in the Subdivisions and/or the Lot Owners, and easements through Lots for plumbing, wiring and other facilities for the furnishing of utility and other services to the Lots and the Common Property.

- (5) "Bylaws". The Bylaws of the Association, as amended from time to time.
- (6) "DRC" is the abbreviation for the Deed Restrictions Committee, which will be a committee of at least three (3) members of the Association who are not Board members, and one Board member designated from time to time who will attend DRC meetings as a non-voting liaison of the Board.
- (7) "Lot". That part of the Subdivisions which are subject to exclusive ownership.
- (8) "Lot Owner" or "Owner". The owner of a fee simple estate in a Lot.
- (9) "Subdivisions". Indian Trails, as recorded in Plat Book 78, Pages 43 and 44 and Indian Trails Addition, as recorded in Plat Book 73, Pages 40 and 41, of the Public Records of Pinellas County, Florida.

RESTRICTIONS

1. These restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds and conveyances until January 1, 2012, after which time the restrictions shall be automatically extended for successive periods of ten (10) years except as the restrictions may be amended or terminated. In the event of joint ownership of a lot, any of the joint owners may exercise the voting rights for such lot, provided that if two or more joint owners cannot agree as to how to vote then the vote for such lot will not be counted. Any votes to amend the restrictions shall require an affirmative vote of two-thirds (2/3) of the owners of lots who participate in the voting, in person or by proxy. Any such amendment shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any interest in the subdivision, by acceptance of a deed or other conveyance, therefore, thereby agrees that the restrictions may be amended as provided herein.

2. The owners of lots in the subdivisions will automatically be members in ITHOA, Inc. (also known as "the Association"), and membership in the Association shall automatically pass to the new owner when title to any lot is transferred. No more than one detached, single-family dwelling may be constructed on any lot in the subdivision, and no lots shall be subdivided.

3. No single story dwelling shall have a ground floor square foot area of less than one thousand nine hundred fifty (1,950) square feet and two story dwellings not less than one thousand four hundred (1,400) square feet of ground floor area, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two inside baths. All dwellings shall have at least a two or three car garage attached to and made a part of the dwelling. Garages may not be used for residential purposes. No dwelling shall exceed maximum height restrictions according to Pinellas County specifications. All dwellings shall be constructed with concrete drive to run directly to, and not to exceed the width of, the garage. Sidewalks shall be constructed the width of the lot along the edge of all street right of ways, according to Pinellas County specifications. Each lot shall be fully landscaped, and the lawn must be well maintained by the Owner. All landscaping, including "Florida friendly" plantings shall be of high quality and well maintained.

4. All dwellings must be of masonry, stone or frame construction or a combination thereof, and roofs shall be of fire rated material and either tile, concrete tile, dimensional asphalt shingles, asbestos, slate or wood. No flat deck or built-up roof shall exceed twenty five percent (25%) of the total roof area, unless

the plans and specifications for same have been approved by the Deed Restrictions Committee prior to the beginning of construction of the dwelling or any modification thereto.

5. Easements. Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the plat.

6. Setbacks. No structure shall be erected nearer than 25 feet from a front or side street. No structure shall be erected nearer than 8 feet from a side lot line nor nearer than 10 feet from a rear lot line provided that a swimming pool and its enclosure may be erected up to 10 feet from a rear lot line. A swimming pool may not be located in the front yard of any lot.

7. No tent, shack, garage, barn or other outbuildings shall, at any time, be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the lots in this subdivision. No structure of any kind shall be moved onto any part of the above-described land except temporary buildings used by contractors in connection with construction work.

8. Prior to start of construction, Lot Owner shall submit two copies of complete building plans, including a plot plan and grading plan, to the Deed Restrictions Committee of the Association (DRC) for the purpose of insuring that the homes will preserve a uniformly high standard of construction. No structure or fence shall be erected on any building lot in this subdivision until such plans are approved by the DRC in writing. In addition to any architectural changes to the property, any alterations to the setbacks, facades or paint color of the homes, roofing tiles, pavement and surfaces and colors of same shall require the prior written approval of the DRC. Refusal of approval of plans may be based on any ground, including purely aesthetic grounds, which in the discretion of the DRC shall be deemed sufficient. The DRC's decision will be based upon the compatibility and harmony of the proposed construction or alteration with surrounding homes and the community as a whole. Criteria and standards governing certain types of alterations will be developed by the DRC and the Board from time to time. The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Association or any of the property owners from enforcing these provisions.

9. Business Use and Nuisances.

(a) Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows or tends to show commercial activity of a Lot, including but not limited to, pick-up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever, and including signage. Businesses not requiring visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein. Such businesses include home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media.

(b) No nuisance shall be allowed to be committed, or maintained upon the property nor any use or practice that is the source of annoyance to residents, or which interferes with the peaceful enjoyment and proper use of the property by its residents. The existence of any such nuisance or annoyance caused by property owners or other occupants will be determined in the discretion of the DRC and/or the Board.

10. No servants' quarters or rooms may be erected on any lot, except where said servants' quarters or servants' rooms are approved in writing by the DRC.

11. Pets. Other than household pets, such as dogs, cats, indoor birds and fish, and such other pets as provided for in rules and regulations adopted by the Board from time to time, no animals shall be kept or raised on any of the lots. Pets shall at all times be restrained by means of a leash when outside of the house, and shall not be permitted to travel beyond the owner's property except when kept on a leash and accompanied by the owner or other responsible person. Pet owners are required to immediately clean up pet waste materials.

12. Vehicles and Recreational Equipment.

(a) No boats, recreational vehicles, trailers, trucks or commercial vehicles, other than those present on business, or during loading and unloading, may be parked within the subdivisions unless these are parked inside a closed garage at all times while on the property. A "commercial vehicle" is defined as all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus or which otherwise indicates a commercial use. Inclusive within this interpretation would be vehicles which carry tools, equipment, inventory, cargo or other material used in commerce, which are uncovered and in public view. Police cars and those used by other governmental agencies shall not be considered to be commercial vehicles. A "truck", for purposes of this restriction, will not include pickup trucks used solely for transportation and not for business or commercial purposes. Any vehicle which is modified after sale from the manufacturer (such as modifications which increase the vehicle's height; or the addition of off-road tires; or the addition of roll bars which can be seen from public view) may be determined by the Board of Directors to be a truck as that term is used in this Declaration.

(b) All recreational equipment, including but not limited to jet skis, scooters, bicycles and any other type of recreational equipment used for transporting persons, must be kept in the garage at all times when not in use, and concealed from view. Other recreational equipment such as trampolines, playhouses, swings and slides must be kept in the rear of the property and must be screened from the view of all surrounding property to the satisfaction of the DRC.

(c) No motorized vehicles of any kind shall be allowed in any of the natural or retention areas of the subdivision.

13. The Board may adopt reasonable rules and regulations limiting the right to park on the streets within the subdivisions. It is generally intended that the streets in the community be left open and clear for traffic. Property owners are to use garages and driveways for parking, except for temporary guests. No vehicles shall be parked on any part of this property except on paved streets and paved driveways.

14. No lot shall be used for the storage or rubbish. Trash, garbage or other waste shall be kept in sanitary containers properly concealed from public view.

15. Satellite Antennas and Dishes.

(a) No owner shall place antennas on the exterior of any unit or permit the same to protrude from any unit, except as hereafter provided. Satellite dishes, aerials and antennas shall not be permitted on the properties except to the extent that these are approved by the DRC or required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate

rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerals and antennas, and all lines and equipment related thereto which shall be permitted on the properties.

(b). As to any facilities which are required to be permitted by applicable law, or which may be approved by the Association, the following minimum standards shall be applicable:

(1) No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

(2) All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the buildings and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the street (since an acceptable signal could not otherwise be obtained) or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the building, in order to minimize any adverse impact.

(3) Owners will be required to maintain all installations in a safe and proper manner.

(4) No owner may install or maintain more than one antenna or satellite dish within or attached to their property at any time.

(5) If any portion or section of this Section is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining provisions.

16. Solar Panels. Solar panels shall be erected on roofs that do not face the street, located as inconspicuously as possible, and screened from view from the street.

17. All lots, regardless of whether a dwelling has been constructed or not, must be maintained in a neat and first-class condition, as determined in the discretion of the DRC. Any structural maintenance on any property, and the general appearance of all properties in the subdivision, including lawns and landscaping, must also be maintained in a neat and first-class condition, as determined in the discretion of the DRC and/or the Board.

18. No basketball hoops shall be erected on the front or on the roof of any residence. Pole mounted basketball hoops with nets may be erected on the side of driveways set back at least 20 feet from the street, placed in the most inconspicuous location, and must be kept in good repair.

19. Fences may be erected in this subdivision only in accordance with these restrictions. Plans for all fences must be submitted to the DRC for approval prior to installation. The DRC will consider the impact upon affected neighbors when approving any applications under of this section, including provisions for finished sides, colors and stains. No privacy or "stockade" type fence shall exceed six feet in height. No split rail type fence shall exceed four feet in height. No fence shall be erected in the front yard of any lot. No chain link type fence shall be allowed in the subdivision.

20. No signs shall be placed upon or permitted to remain upon any lot other than one sign of not more than five square feet advertising the property for sale or rent, or one sign used by a builder to advertise the property during the construction and sales period and one security sign provided by, and used in connection with, a security system installed in the residence, provided such sign is not larger than two square feet, and provided it is placed in the ground at a height not to exceed two and one-half feet, and within five feet from the wall of the house.

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

22. Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Periodic Assessments; (2) Special Assessments; and (3) such other expenditures by the Association as are hereinafter provided. The Periodic and Special Assessments, together with such late charges and interest thereon and costs of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall constitute a lien against all of the lots in the subdivisions, and shall also be the personal obligation of the Owners of such Lots.

(a) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the Lot Owners and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property and of the Lots, including but not limited to, the payment of taxes and insurance on the Common Property, and repair and replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

(b) "Periodic Assessments" shall mean all assessments for the purposes described in Section (a), except for Special Assessments described below. Periodic Assessments shall be as set forth in budgets adopted from time to time by the Board of Directors, provided that the Board may not increase the budget and the corresponding assessment by more than five percent (5%) in any year without approval of a majority of those lot owners voting in person or by proxy at a meeting of the membership to be held in connection with any such proposed increase.

(c) "Special Assessments" may be levied by the Board of Directors for the purposes described in Section (a), including any unanticipated expenses incurred by the Association during the year. Any Special Assessment must be approved by a vote of two-thirds (2/3) of the Lot Owners who participate in voting in person or by proxy at a membership meeting. The due date of any Special Assessment shall be established by the Board of Directors, based upon the circumstances of such particular assessment.

(d) The annual Periodic Assessments shall commence as of the first day of the calendar year, and shall be payable within 30 days after a notice is sent to all Lot Owners by the Association confirming the amount of the Periodic Assessment that has been adopted.

(e) The Board of Directors of the Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept as part of the official records of the Association and shall be open to inspection by such Owner upon reasonable notice by owner to the Association. Unless the circumstances of a Special Assessment require more immediate payment, written notice of the Periodic or Special Assessment shall be sent to every Owner at least thirty (30) days prior to the due date of such Periodic or Special Assessment.

(f) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing to be signed by a representative of the Association setting forth whether said assessment has been paid. Such certificates shall be prima facie evidence of payment of any assessment therein stated to have been paid.

(g) If any assessment against a Lot is not paid on the date when due, then such Assessment shall be delinquent and a late charge of Twenty-Five Dollars (\$25) will be imposed, in addition to interest at the highest rate permitted by law. Such late charges, interest and cost of collection thereof, including attorneys' fees, on such date shall be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations and at the same time remain a lien against the Lot until paid. Any partial payments shall first be applied to late charges, interest, costs and attorneys' fees, and then applied to the principal balance due.

(h) No voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed unless and until the seller has obtained a certificate confirming that all assessments are current, or unless any delinquencies have been paid as part of the closing of such sale. If no such certificate is obtained, the purchaser shall be conclusively presumed, by acceptance of the deed to have assumed and to be liable for such past due assessment. The purchaser and the former owner shall be jointly and separately liable to the Association. The Owner requesting such a certificate referred to above shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate, said costs not to exceed Twenty-Five (\$25.00) dollars.

(i) If any assessment is not paid within thirty (30) days after the delinquency date, and following a written demand by the Association, the Association may record a claim of lien against the property. If any assessment is not paid following notice, the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action in equity or to foreclose the lien against the Lot. Any lien of the Association shall be superior to all homestead rights of any Owner, and superior to all mortgages and other liens recorded after the effective date of this amendment, except for first mortgages on a Lot, and the lien of the Association shall relate back to the recording date of these Amended and Restated Covenants. Any such judgment obtained shall also include the costs incident to the action together with a reasonable attorney's fee to be fixed by the court.

23. The Board of Directors of the Association is empowered to adopt reasonable rules and regulations so long as these are not in conflict with this Declaration and the other governing documents of the Association. Such rules and regulations may further clarify and expand upon the restrictions which relate to the lots and the common areas. Copies of such rules and regulations will be provided to all lot owners, and a notice regarding the existence of such regulations will be recorded in the public records.

24. Enforcement and Fining.

(a) Failure of an owner to comply with a provision in the Declaration, Articles, Bylaws or Rules and Regulations of the Association shall provide the Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of the Declaration, Articles, Bylaws or Rules and Regulations inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Association shall also have the right to adopt fines against owners and/or tenants for violations, to the maximum extent provided for in the applicable statutes, which currently provide a limit of \$100.00 per violation or \$1,000.00 in the aggregate for a continuing violation. Any fines adopted by the Association against a lot owner may become a lien against such owner's property, upon the recording of a claim of lien by the Association. Such lien shall also secure all costs, interest and attorneys' fees incurred by or payable to the Association in connection with the adoption and enforcement of the fine. Such lien shall be enforceable in the same manner as a lien for unpaid assessments.

(c) Either the DRC or the Board may adopt a proposed fine against an Owner and/or tenant, subject to the right of the affected party to the opportunity for a hearing before a Fining Review Committee, in accordance with the Florida Statutes, and rules and procedures established by the Board.

(d) In addition to other remedies, if an owner fails to maintain the exterior of their property, or otherwise take action required under these restrictions following notice by the Association, the Association may enter upon the property and perform such work. The Association will have a lien against the property for all costs and fees incurred in connection with the performance of such work and the collection of the amount due.

(e) The Board of Directors will be the final arbiter in regard to any disputes relating to the interpretation or enforcement of these restrictions, subject to review by the courts.

25. Exceptions and Variances.

The DRC or the Board may approve exceptions and variances from the strict interpretation of these restrictions when justified by the particular circumstances of a situation, so long as such exception or variance is consistent with the intent of these restrictions and will not create a precedent that will undermine future enforcement efforts. In connection with any variances or exceptions granted by the DRC, immediate notice of any such action is to be provided to the Board, and the Board may decide to consider overruling the DRC on such action by placing this issue on the agenda for the next meeting of the Board. If the Board does not decide to review the DRC's decision, within five (5) days from receipt of notification of the DRC's action, the DRC's decision shall become final as to such variance or exception.

26. - Grandfathering. Any structures that were in compliance with the existing restrictions at Indian Trails Subdivisions prior to the adoption of these amendments, and which would now be prohibited, will be "grandfathered", and allowed to continue, provided that the Board may require registration of nonconforming structures, and may prohibit continuation or replacement of the existing structure under such circumstances as the Board deems appropriate. Upon request by an Owner, the Board may provide written confirmation of any other grandfathered conditions.

END OF ADOPTED AMENDMENTS