

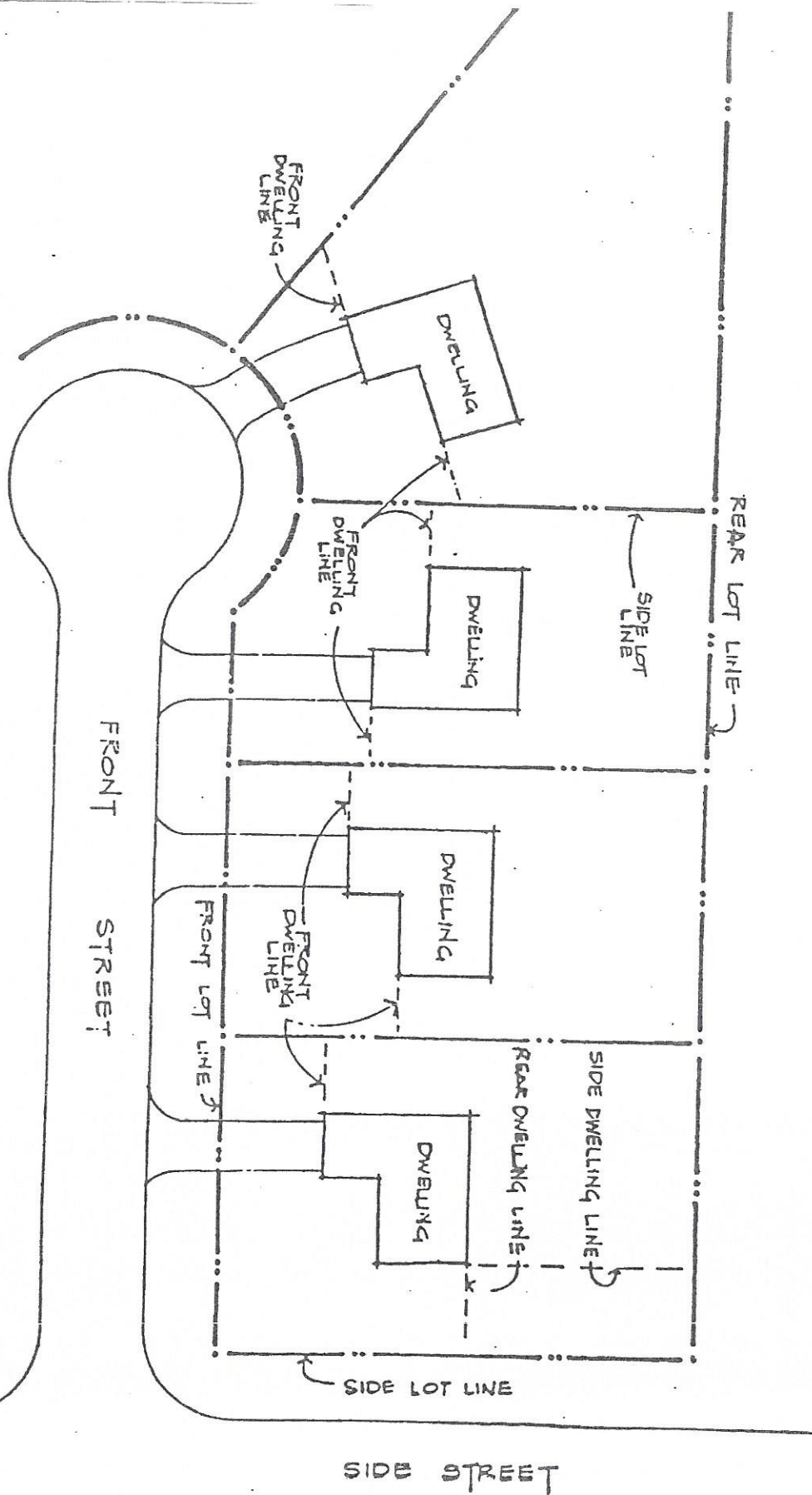
• MUST BE PAINTED OR STAINED, COLOR TO BE APPROVED BY ARCHITECTURAL COMMITTEE.

TYPICAL 'SHADOW-BOX' FENCE DETAIL

EXHIBIT "B"

100002 10 7174 03-19-86 1003
 15:58
 RECORDING
 01 09 40 107.00
 10 CASH TOTAL 1 109.00

O.R. 1489 PG 0112



JOINDER AND CONSENT OF MORTGAGEE
FOR DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF GULF TRACE

The undersigned owner and holder of a promissory note secured by a mortgage, recorded in O.R. Book 1438, commencing at page 1461, of the Public Records of Pasco County, Florida, upon real property in Pasco County, Florida, described in Exhibit A of the Declaration of Covenants, Conditions and Restrictions of Gulf Trace (hereinafter referred to as the "Declaration"), hereby joins in and consents to the making of the Declaration, subordinates its mortgage to the Declaration, hereby consents and agrees to the use of all streets, easements and public places provided in the Declaration, and hereby agrees that the lien of its mortgage upon said real property described in Exhibit A of the Declaration and improvements thereon shall hereafter be subordinate to the use rights of any owners of individual LOTS (Units) in Gulf Trace.

DATED and executed this 27th day of October, 1985.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

CENTERBANC SAVINGS ASSOCIATION

By: [Signature]
Drew B. Cortner, Vice President

Attested by: [Signature]
Shirley Hayward, Corporate Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Drew B. Cortner, well known to me to be the Vice President of Centerbanc Savings Association, described in the foregoing Joinder and Consent of Mortgagee, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Centerbanc Savings Association, and that the seal affixed thereto is the true corporate seal of said Centerbanc Savings Association.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of October, 1985.

[Signature]
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 13, 1986

RECORD VERIFIED
JED PITTMAN
CLERK OF COURT, PASCO COUNTY
[Signature]

5.00
1.00
1.00
1.00
8.00

STATE OF FLORIDA
COUNTY OF PASCO
I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL FILED
OR OF THE ORIGINAL FILED IN THE CLERK'S OFFICE
HAND AND OFFICIAL SEAL THIS 31 DAY OF
July 1987
JED FITZMAN, CLERK OF CIRCUIT COURT
BY [Signature] D.C.

100002 10 1850 07-31-87 1003
10:24
RECORD/INDEX
01 00 40 1 5.00
01 00 42 1 1.00
01 00 47 1 1.00
01 00 46 1 1.00
10 CASH TOTAL 1 8.00

JOINDER AND CONSENT OF MORTGAGEE
FOR AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF GULF TRACE

The undersigned, CENTERBANC SAVINGS ASSOCIATION, as the owner and holder of a promissory note secured by a mortgage, recorded in O.R. Book 1438, commencing at page 1461, of the Public Records of Pasco County, Florida, upon real property in Pasco County, Florida, described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions of Gulf Trace, hereby consents to this Amendment to Declaration of Covenants, Conditions and Restrictions of Gulf Trace, and agrees that the lien of its mortgage shall be subordinate to the terms of said Amendment.

Dated and executed this 28th day of July, 1987.

Signed, sealed and delivered in the presence of:
[Signature]
[Signature]

CENTERBANC SAVINGS ASSOCIATION
BY: [Signature]
President
Attested by: [Signature]
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Raymond F. Sabatelle, Jr., President of Centerbanc Savings Association, described in the foregoing Joinder and Consent of Mortgagee, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Centerbanc Savings Association, and that the seal affixed thereto is the true corporate seal of said Centerbanc Savings Association.

Witness my hand and official seal this 28th day of July, 1987.

FILED FOR RECORD 1987
[Signature]
CLK. CIR. CT. PASCO COUNTY FLA
Jul 31 10 32 AM '87

[Signature]
NOTARY PUBLIC
My Commission expires: 7/15/91

LAW OFFICES OF
RICHARDS, NOONE,
GILKEY, FITE,
MEYER & THOMPSON, P. A.
CLEARWATER, FLORIDA

Rchelsea

O.R. 1629 PG 1234

1.00
1.00
1.00
8.00

STATE OF FLORIDA
COUNTY OF PASCO
I DO HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE INSTRUMENT ON FILE
IN THE PUBLIC RECORDS IN THIS OFFICE WITNESS MY
HAND AND OFFICIAL SEAL THIS 29th DAY OF
July 1987
JED PITTMAN, CLERK OF CIRCUIT COURT
BY: [Signature] D.C.

100002 10 1851 07-31-87 1003
10:25
RECORD/INDEX
01 00 40

JOINDER AND CONSENT OF MORTGAGEE
FOR AMENDMENT FOR PURPOSES OF ANNEXATION
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GULF TRACE
---VOID--- 1.00

The undersigned, BARNETT BANK OF PINELLAS COUNTY, N.A.,
as the owner and holder of a promissory note secured by a mortgage,
recorded in O.R. Book 1598, commencing at page 1745, of the
Public Records of Pasco County, Florida, upon real property in
Pasco County, Florida, described in Exhibit "A" of the Amendment
for Purposes of Annexation to the Declaration of Covenants, Conditions
and Restrictions for Gulf Trace ("Amendment"), hereby consents to
this Amendment and agrees that the lien of its mortgage shall be
subordinate to the terms of said Amendment.

Dated and executed this 29th day of July 1987.
100002 10 1852 07-31-87 1003
10:27
RECORD/INDEX
01 00 40
REC MOD TR FUND 1 5.00

Signed, sealed and delivered
in the presence of:
Debris C. Wagner
[Signature]

BARNETT BANK OF PINELLAS COUNTY, N.A.
BY: [Signature]
Richard H. Schaefer, Vice President
Attested by: [Signature]
Delbert A. Bliss, Vice President

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State and County aforesaid to take acknowledgments,
personally appeared Richard H. Schaefer, Vice President of
BARNETT BANK OF PINELLAS COUNTY, N.A., described in the foregoing
Joinder and Consent of Mortgagee, and that he acknowledged executing
the same in the presence of two subscribing witnesses freely and
voluntarily under authority duly vested in him by said Barnett Bank
of Pinellas County, Florida, N.A., and that the seal affixed thereto
is the true corporate seal of said Barnett Bank of Pinellas County,
N.A.

Witness my hand and official seal this 29th day of July,
1987.

Debris C. Wagner
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC, State of Florida
My Commission Expires November 17, 1990.

373787
FILED FOR RECORD
CLERK OF CIRCUIT COURT PASCO COUNTY FL
JUL 31 10 32 AM '87

Ritelsea

O.R. 1629 PG 1235



	100002 10 1220 07-28-87	1003
AMENDMENT TO	RECORD INDEX	1 9.00
DECLARATION OF COVENANTS, CONDITIONS	AND RESTRICTIONS	1.50
FOR	00P0547	1 2.00
GULF TRACE	000046SEARCH	1 1.00
	10 CASH TOTAL	1 13.50

THIS INSTRUMENT amends that certain Declaration of Covenants, Conditions and Restrictions for Gulf Trace ("Restrictive Covenants") recorded at O.R. Book 1489, Pages 88-114 of the Public Records of Pasco County, Florida.

Notwithstanding the terms of the Restrictive Covenants, Article II, Section 2.21 (a) (1) - (6) shall be amended as follows:

(a) Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee, or unless they are installed by the Developer.

(1) Chain Link or Wood Rail. Chain link or wood rail fences may be erected to a height of four (4) feet.

(2) Privacy. Privacy fences of cypress or other suitable, durable wood may be erected to a height of six (6) feet and must be of a shadow box design as shown on Exhibit "B" attached hereto. These must be stained or painted with a color to be approved by the Architectural Control Committee.

(3) Installation and Maintenance. All fences must be installed with the posts on the inside. All fencing shall be maintained in a good condition by the Lot Owner.

(4) Locations. Fences may be installed or erected around the perimeter of a Lot or in the interior of a Lot. However, on Lots which include or are adjacent to a pond, bayhead, or other body of water, the fence may not be any further than ten (10) feet from the Rear Dwelling Line, which is a straight line connecting the rear living area of the Dwelling to the Side Lot Lines. Additionally, no fence may be constructed in the following areas:

(i) Between the street facing the front of the Dwelling (the "Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the "Front Dwelling Line"); or

(ii) Between the street facing the side of the Dwelling (the "Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line ("Side Dwelling Line").

(5) Terms. The terms "Front Dwelling Line," "Side Dwelling Line," "Rear Dwelling Line," "Front Street," "Side Street," "Side Lot Line," "Front Lot Line" or "Rear Lot Line" are as used and shown on Exhibit "C" attached hereto.

(6) Special Provisions. Notwithstanding anything to the contrary, the Developer and the Association, as successor of the Developer, shall have the right to install and maintain fences around the perimeter of the Development on individual Lots, with said fences to be maintained by the Association. This Section 2.21 does not apply to completely enclosed, screened areas attached to the Dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved by the Architectural Control Committee.

LAW OFFICE OF
 BRADLEY, TRAVIS,
 GIBBY, FILL,
 TR & TERRYSON, P.A.
 TALLAHASSEE, FLORIDA

Except as modified herein the terms and conditions of the Restrictive Covenants shall remain in full force and effect. This Amendment is made pursuant to Article II, Section 2.19 of the Restrictive Covenants.

IN WITNESS WHEREOF, Arthur Rutenberg Corp. as Developer has caused this instrument to be duly executed this 27th day of JULY, 1987.

Signed and sealed in the presence of:

Developer:

Juan P. Juydan
Carol Ann Pittman

ARTHUR RUTENBERG CORP.

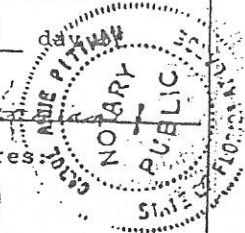
BY: Lee R. Thompson
LEE R. THOMPSON,
Vice President

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared LEE R. THOMPSON, Vice President of Arthur Rutenberg Corp., a Florida corporation, to me known to be the person described in and who executed the foregoing Amendment and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 27th day of July, 1987.

Carol Ann Pittman
NOTARY PUBLIC
My Commission Expires



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/1987

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

By J. J. [Signature]

JUL 28 12 25 PM '87
F. J. [Signature]

372731

MLR:kk:cae
8870D

AMENDMENT FOR PURPOSES OF ANNEXATION
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR GULF TRACE

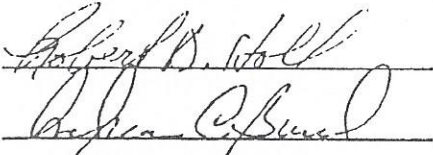
100002 10 1221 07-28-87 1003
12:27



This instrument amends the Declaration of Covenants, Conditions and Restrictions for Gulf Trace, which is recorded in O.R. Book 1628, Pages 1046, all of Pasco County, Florida, ("Restrictive Covenants") to annex additional lands

to be subject to the Restrictive Covenants. Pursuant to Article X of the Restrictive Covenants, the undersigned, as Developer of Gulf Trace, hereby declares that the use of all of the property and improvements included on the property described in Exhibit "A", attached hereto, are hereby restricted as provided for in the Restrictive Covenants, and that the covenants contained therein are placed upon the land described in Exhibit "A" and are to run with the title to said land, and the grantees, their heirs, successors and assigns, of and under any deed conveying said land, or any parts or portions thereof, shall be deemed, by the acceptance of said deed, to have agreed to all of the covenants and to have covenanted and agreed to observe, comply with and be bound by the covenants set forth in the Restrictive Covenants.

The property described in Exhibit "A" constitutes a portion of that property described in Exhibit "A-1", attached to the Restrictive Covenants.

IN WITNESS WHEREOF, Developer, Arthur Rutenberg Corp. has caused this instrument to be duly executed, all as of the 28th day of July, 1987.

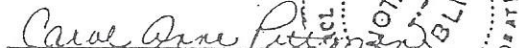
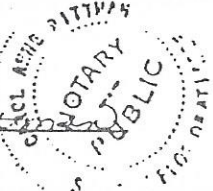
Signed, sealed and delivered in the presence of:


Developer:

ARTHUR RUTENBERG CORP.
BY: 
LEE R. THOMPSON, Vice President

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that this day in the next above named State and County before me, an office duly authorized and acting, personally appeared LEE R. THOMPSON, Vice President of Arthur Rutenberg Corp., a Florida corporation, to me known to be the person described in and who executed the foregoing Amendment and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said Agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 28th day of July, 1987.


NOTARY PUBLIC


MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP. JUNE 20, 1989
BORGED THRU GENERAL INS. UND.

O. R. 1628 PG 1048

EXHIBIT "A"

The following described lands to be known and replatted as AMBLEWOOD
OF GULF TRACE:

A SUBDIVISION BEING A PORTION OF THE FOLLOWING TRACTS: TRACTS 3 THRU 8, 17 AND 20 OF THE TAMPA-TARIUM SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA AND RUN S89°19'53"W, 12.53 FEET; THENCE S01°22'26"W, 316.27 FEET TO A CONCRETE MONUMENT; THENCE S89°13'16"W, 1306.55 FEET; THENCE S01°22'59"W, 999.37 FEET TO A POINT ON THE NORTH BOUNDARY OF ALOHA GARDENS UNIT 1, AS RECORDED IN PLAT BOOK 9, PAGE 116, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°15'55"W, 1276.61 FEET TO THE NORTHEAST CORNER OF ALOHA GARDENS UNIT 2, AS RECORDED IN PLAT BOOK 9, PAGE 130 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N89°19'06"W, 528.87 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE SOUTHWEST CORNER OF WINDRIDGE OF GULF TRACE AS RECORDED IN PLAT BOOK 24, PAGES 36 AND 37 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE CONTINUE N89°19'06"W, 528.37 FEET; TO THE NORTHEAST CORNER OF ALOHA GARDENS UNIT 3 AS RECORDED IN PLAT BOOK 10, PAGES 15 AND 16 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE CONTINUE N89°19'06"W, 266.88 FEET; THENCE N89°32'23"W, 1324.45 FEET; THENCE N89°23'26"W, 327.82 FEET; THENCE NORTH 379.58 FEET; THENCE N27°58'20"E, 91.96 FEET; THENCE N58°57'03"E, 42.00 FEET; THENCE N57°02'00"W, 42.89 FEET; THENCE NORTH 39.73 FEET; THENCE N30°00'00"E, 90.29 FEET; THENCE N62°29'59"W, 50.90 FEET; THENCE NORTH 50.93 FEET; THENCE N30°00'00"E, 103.08 FEET; THENCE N42°43'39"W, 75.96 FEET; THENCE NORTH 289.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A FLORIDA POWER CORPORATION RIGHT-OF-WAY (180' WIDE); THENCE S89°31'20"E, 297.28 FEET; THENCE S89°32'14"E, 570.00 FEET, THENCE S60°00'00"E, 360.00 FEET; THENCE SOUTH 560.00 FEET; THENCE S60°00'00"E, 330.00 FEET; THENCE N80°00'00"E, 310.00 FEET; THENCE S75°00'00"E, 390.00 FEET; THENCE S30°00'00"E, 220.00 FEET; THENCE S75°00'00"E, 310.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF AFORESAID WINDRIDGE OF GULF TRACE; THENCE ALONG SAID WESTERLY BOUNDARY S00°40'54"W, 141.20 FEET TO THE POINT OF BEGINNING. CONTAINING 39.691 ACRES, MORE OR LESS.

RECORD VERIFIED
JED PITMAN
Clerk Circuit Court Pasco County
M. M. Mandy
JUN 28 12 25 PM '87
372732

O. R. 1628 PG 1049

Prepared By and Return to:
 Emil G. Pratesi, Esquire
 Richards, Gilkey, Fite,
 Slaughter, Pratesi & Ward, P.A.
 1253 Park Street
 Clearwater, Florida 34616

AMENDMENT TO DECLARATION OF COVENANTS,
 RESTRICTIONS AND CONDITIONS FOR GULF TRACE

THIS AMENDMENT, made this 4 day of October, 1994,
 by BARRET HOME CORP. formerly known as Arthur Rutenberg Corpora-
 tion, hereinafter referred to as "Developer"

W I T N E S S E T H :

WHEREAS, Developer executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Gulf Trace in Official Record Book 1489, Page 0088, of the Public Records of Pasco County, Florida ("Declaration"); and

WHEREAS, Developer reserved the right in Section 10.01 of the Declaration to annex, in whole or in part, the "Additional Lands" described in Exhibit A-1 of the Declaration; and

WHEREAS, Developer desires to annex the property described in Exhibit A attached hereto and subject to the same to the Declaration pursuant to the terms hereof which property described in Exhibit A is a portion of the property described in Exhibit A-1 of the Declaration and denominated as "Additional Lands".

NOW, THEREFORE, in the consideration of the premises and other good and valuable consideration, it is agreed as follows:

1. The Developer, for itself, successors, grantees and assigns, does hereby annex the property described in Exhibit A unto the Declaration and does place the land described in Exhibit A subject to the provisions, conditions, restrictions and covenants of the Declaration as if the same were originally subject thereto.

2. The grantees, heirs, successors and assigns of and under any deed conveying all or any portion of the property described in Exhibit A shall be deemed, by acceptance of such deed, to have agreed to all of the covenants, conditions and restrictions of the Declaration and agree to observe, comply with and be bound by the Declaration and the terms thereof.

3. Except as previously modified and amended, the terms of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Developer has executed and delivered this Amendment to Declaration this 4 day of October, 1994.

Signed, sealed and delivered in our presence as witnesses:

BARRET HOME CORP., a Florida corporation

Sharlene M. Kraycik
Print Name: SHARLENE M. KRAYCIK

By: Raja Jagdish
Name: RAJA JAGDISH
Title: SR. VICE PRESIDENT

Margaret L. Muness
Print Name: Margaret L. Muness

"Developer"

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Raja Jagdish as Sr. Vice President of BARRET HOME CORP., a Florida corporation, who is personally known to me or who has produced _____ as identification and he is the person described in and who executed the foregoing Amendment to Declaration, and he acknowledged then and there before me that he executed the same as such officer on behalf of said association for the purposes therein expressed; and that the said Amendment to Declaration is the act and deed of said corporation.

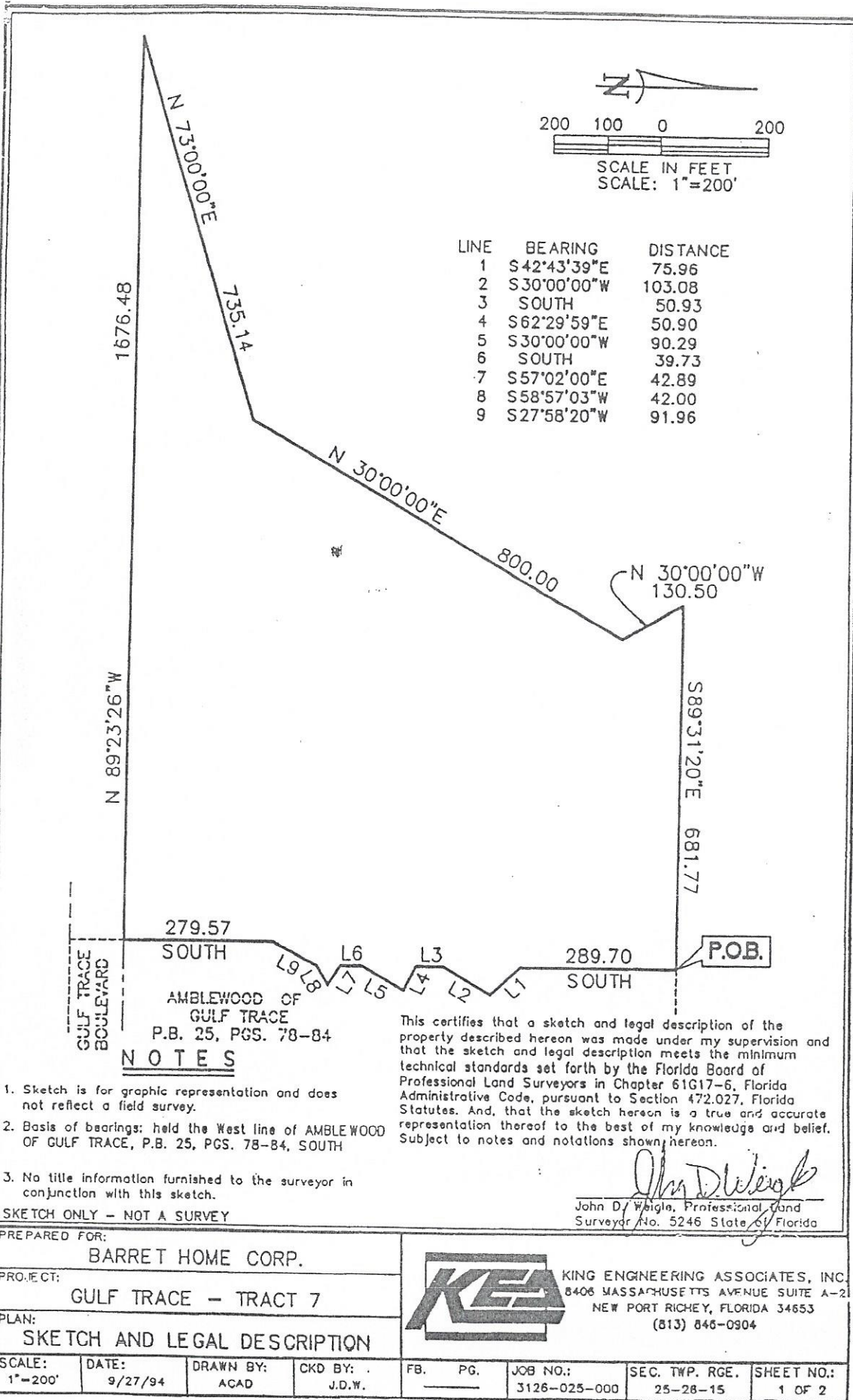
WITNESS my hand and official seal this 4th day of October, 1994.

Sharlene M. Kraycik
Name: SHARLENE M. KRAYCIK
Notary Public
Commission No. 715/96
My Commission expires:



OFFICIAL SEAL
SHARLENE M. KRAYCIK
My Commission Expires
July 15, 1996
Comm. No. CC 215256

EGP:pmv
\\gulftrac\amend.dec



NOTES

1. Sketch is for graphic representation and does not reflect a field survey.
2. Basis of bearings: held the West line of AMBLEWOOD OF GULF TRACE, P.B. 25, PGS. 78-84, SOUTH
3. No title information furnished to the surveyor in conjunction with this sketch.

This certifies that a sketch and legal description of the property described hereon was made under my supervision and that the sketch and legal description meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

John D. Weigle
 John D. Weigle, Professional Land Surveyor No. 5246 State of Florida

SKETCH ONLY - NOT A SURVEY

PREPARED FOR: **BARRET HOME CORP.**

PROJECT: **GULF TRACE - TRACT 7**

PLAN: **SKETCH AND LEGAL DESCRIPTION**

SCALE: 1"=200' DATE: 9/27/94 DRAWN BY: ACAD CKD BY: J.D.W. FB. PG. JOB NO.: 3126-025-000 SEC. TWP. RGE.: 25-28-15 SHEET NO.: 1 OF 2

KEA KING ENGINEERING ASSOCIATES, INC.
 8406 MASSACHUSETTS AVENUE SUITE A-2
 NEW PORT RICHEY, FLORIDA 34653
 (813) 846-0904

C:\DRAWINGS\BELLE.DWG

GULF TRACE - TRACT 7

A parcel of land being a portion of Tract's 17, 18, 19 and 20 of the TAMPA TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 69 of the Public Records of Pasco County, Florida, and a portion of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 26 South, Range 15 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of AMBLEWOOD OF GULF TRACE, as recorded in Plat Book 25, Pages 78 through 84 of the Public Records of Pasco County, Florida; thence along the West boundary of said AMBLEWOOD OF GULF TRACE, the following eleven (11) courses; (1) South, for 289.70 feet; (2) S42°43'39"E, for 75.96 feet; (3) S30°00'00"W, for 103.08 feet; (4) South, for 50.93 feet; (5) S62°29'59"E, for 50.90 feet; (6) S30°00'00"W, for 90.29 feet; (7) South, for 39.73 feet; (8) S57°02'00"E, for 42.89 feet; (9) S58°57'03"W, for 42.00 feet; (10) S27°58'20"W, for 91.96 feet; (11) South, for 279.57 feet; thence leaving said West boundary, N89°23'26"W, for 1676.48 feet; thence N73°00'00"E, for 735.14 feet; thence N30°00'00"E, for 800.00 feet; thence N30°00'00"W, for 130.50 feet; thence S89°31'20"E, for 681.77 feet; to the POINT OF BEGINNING; and containing 21.58 acres, more or less.

PREPARED BY KING ENGINEERING ASSOCIATES, INC.

201543

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GULF TRACE

Pursuant to the provisions of Article XI, Section 11.03, BARRET HOME CORPORATION, formerly known as ARTHUR RUTENBERG CORPORATION, the "Developer" hereby amends the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GULF TRACE as recorded in Official Records Book 1489, Pages 88 through 113, inclusive, Public Records of Pasco County, Florida.

Article II, Section 2.02 is amended to read as follows:

Section 2.02 - Vehicular Parking

No vehicle shall be parked on any part of the Development, except on paved streets and paved driveways. No vehicles may park on sidewalks or on paved streets overnight. No commercial vehicles (which is hereby defined to be a vehicle with commercial equipment or commercial lettering exposed in or upon the vehicle), except those temporarily present on business, and no trailers, boats, trucks, campers, vans, mobile homes, or motorcycles may be parked in the development unless parked inside garages and concealed from public view. Trucks and vans which are used primarily for personal passenger use, rather than commercial, as defined above, are not subject to the previous sentence. No motorized recreational vehicle shall be parked or stored on any street, lot or parcel in the development except within an enclosed garage. However, residents with a motorized recreational vehicle which will not fit in a garage are permitted to park the recreational vehicle in the driveway for a period not to exceed five (5) days during any six (6) month period. House guests may park their motorized recreational vehicle in the driveway for a period not to exceed two (2) days in any six (6) month period. Motorized recreational vehicles temporarily parked in driveways shall be parked so as to allow sidewalk clearance and access by pedestrians.

Nonoperable or unregistered motor vehicles shall not be parked on a driveway, lot or parcel. The person in control of the premises, whether an owner, lessee, tenant, occupant, or other, shall not allow an unregistered vehicle or any partially dismantled, junked, wrecked or otherwise nonoperable motor vehicle to remain on the premises unless parked inside garages and concealed from public view.

Article II, Section 2.23 is amended to read as follows:

Section 2.23 - Garage Sales

"Garage Sales" (yard sales, moving sales, estate sales, or sales of a similar nature) may be conducted by a lot owner no more frequently than once in any six (6) month period.

IN WITNESS WHEREOF, this amendment is dated this 24th day of OCTOBER, 1994.

BARRET HOME CORPORATION FORMERLY KNOWN AS
ARTHUR RUTENBERG CORPORATION
"THE DEVELOPER"

BY: _____
NAME: _____
TITLE: _____

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me, a Notary Public, this 24th day of October, 1994, by Barret Home, the Vice President of BARRET HOME CORPORATION FORMERLY KNOWN AS ARTHUR RUTENBERG CORPORATION, who produced _____ as identification.

Sharlene M. Kraycik
Notary Public



OFFICIAL SEAL
SHARLENE M. KRAYCIK
My Commission Expires
July 15, 1996
Comm. No. CC 215256

Prepared by:
Donald R. Peyton, Esquire
7317 Little Road
New Port Richey, Fl. 34654

fm GOLF TRACE HOMEOWNERS ASSOC
PC Box 3888
Holiday FL 34690-0888

-2- of 2

RECORDING FEE
RECORDING/INDEXING FEE
RECORDS MAINTENANCE FEE
TOTAL

OR 3362P0368

96015930
Rpt: 57256 Rec: 10.50
DS: 0.00 IT: 0.00
02/20/96 Dpty Cle

**DECLARATION OF RESTRICTIONS FOR
CERTAIN LOTS IN GULF TRACE**

THIS DECLARATION, made on the date hereafter set forth by HALLMARK BUILDING COMPANY, INC., hereinafter referred to as "Builder."

WITNESSETH: JED PITTMAN, PASCO COUNTY CLE
02/20/96 10:24am 1 of 2
OR BK 3534 PG 139c

WHEREAS, Builder is the owner the following described real property, namely:

Lots 40, 41, 42, 43, 46, 47, 51, 53, 54, 55, 56, 58, 60, 72, 73, 74, 75, 76, 77, 88, 89, 100, 101, 110, 115, 122, 126, and 133, GLENWOOD OF GULF TRACE, according to map or plat thereof as recorded in Plat Book 27, Pages 1 through 9 of the Public Records of Pasco County, Florida; and

WHEREAS, Builder desires to provide for restrictions concerning the minimum size of dwellings constructed thereon, said real property presently being subject to certain restrictions contained in the instrument recorded in Official Records Book 1489, pages 88 et seq., Public Records of Pasco County, Florida, which restrictions run with the land; and

WHEREAS, the definitions contained in the instrument recorded in Official Records Book 1489, appearing at pages 88, 89, and 90, are hereby adopted when the words and terms contained therein are used in this document.

NOW, THEREFORE, Builder, for itself and its successors, grantees and assigns, does hereby restrict the use, as hereinafter provided, of all the above described real property and improvements included on said real property, and does hereby place upon said real property the following Restrictions to run with the title to said real property, and the grantees, their heirs, successors and assigns, of and under any deed conveying said real property, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to the Restrictions and to have covenanted and agreed to observe, comply with, and be bound by the

Restrictions hereafter set forth.

RESTRICTIONS:

Dwellings. No structure or dwelling shall have a square foot area of less than 1,400 square feet, exclusive of screened area, open porches, terraces, patios and garages.

IN WITNESS WHEREOF, Builder, HALLMARK BUILDING COMPANY, INC., has caused this instrument to be duly executed, this Feb 8, 1996.

Signed and sealed in the presence of:

HALLMARK BUILDING COMPANY, INC.

[Signature]
Richard R. Sliz

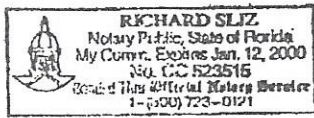
By: [Signature]
William B. Walker, President

[Signature]
BARBARA C. KLAUSCH

STATE OF FLORIDA
COUNTY OF PASCO

I, HEREBY CERTIFY, that on this February 8, 1996, before me, a Notary Public, personally appeared William B. Walker, the President of HALLMARK BUILDING COMPANY, INC., a Florida corporation, who is personally known to me or who produced Drivers License for identification, and who acknowledged execution of the foregoing instruments as such officer for the purposes therein expressed as the act and deed of said corporation.

[Signature]
Notary Public



Prepared by and Return to:

DONALD R. PEYTON, ESQ.
7317 Little Road
New Port Richey, FL 34654
(813)848-5997

R

GULF TRACE HOMEOWNERS ASSOCIATION, INC.



P.O. BOX 3888 HOLIDAY, FL 34690-0888

Dave Egleston, Chairman ACC
Anthony (Tony) Toscano
Manuel (Manny) Ayan

ARCHITECTURAL CONTROL COMMITTEE
(727) 939-1488
(727) 934-7419
(727) 942-3393

Miriam L. Jones, House/Trim/Roof Color Approval (727) 934-9395
Janet R. Murphy, House/Trim/Roof Color Approval (727) 945-9121

JANUARY 29, 2002
Homeowner
Address LOT#
HOLIDAY, FL 34691

Dear Homeowner,

There has been much controversy associated with mailboxes/posts and flag poles from residents lately that the GTHA Board of Directors has established the following rules. These rules are consistent with ARTICLE V Section, 5.02 and will be filed with Pasco County by the GTHA attorney as an attachment to the GTHA Declaration of Covenants, Conditions and Restrictions.

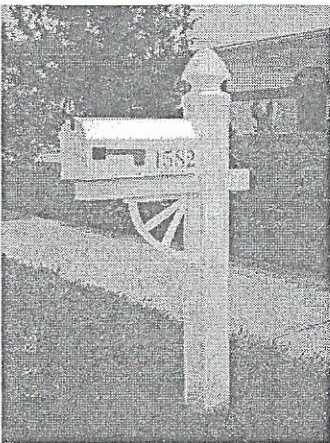
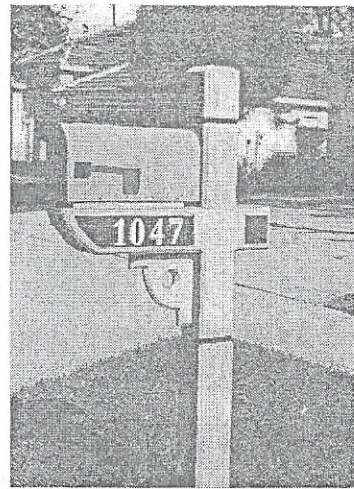
MAILBOX - MAILBOX POST STANDARDS

The GTHA Board of Directors and the Architectural Control Committee has established the following standard for Mailboxes and/or Mailbox Post Uprights and Support Arms/Braces. As directed by the Gulf Trace Homeowners Association Inc. Covenants, a homeowner must obtain pre-approval before beginning any changes to their existing Mailbox and/or Mailbox Post Upright and Support Arm/Brace. Attached are the 6 styles that were approved by the GTHA Board of Directors. Current mailboxes/posts are 'grandfathered' until such time as they are replaced by the homeowner or deemed in need of repair or painting by the ACC. At such time, the new rules are in effect. Mailbox Posts that are currently natural wood color will have to be painted white or the color of the main body of the house when deemed 'past their prime' and are starting to look unsightly. Any new mailboxes/posts or changes to existing mailboxes/posts not approved by the ACC will have to be undone and conform to the following. Solid or one-piece plastic mailbox/post combinations will not be allowed in the future.

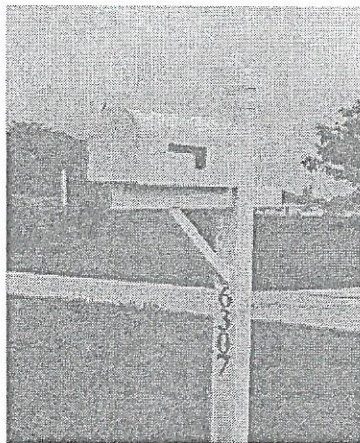
- 1) **Mailbox Post, Upright and Support Arm/Brace**
 - (a) The color of Mailbox Post, Upright and Support Arm/Brace shall be white or the predominant color of the body of the owner's house.
 - (b) An approximate 4"x 4" Mailbox Post Upright (5 1/2"x 5 1/2" if plastic) with a 4"x 4" Support Arm/Brace set at the approved Postmaster General height or,
 - (c) A 4"x 4" Mailbox Post Upright with either a 1"x 6" or 2"x 6" Support Arm/Brace. The front end of the Support Arm/Brace must be enclosed.
 - (d) Material may be wood or plastic. Metal is not allowed.
- 2) **Mailbox**
 - (a) The Mailbox must be an approved Postmaster General Approved "C-1" or "T-1" standard size (approximately (19"D x 6 3/4" W x 8-9 3/4" W) model and must be either white or black in color. The Mailbox must be constructed of either metal or plastic (note: black plastic mailboxes are prone to high fading) with no exterior shroud of any type attached. A shroud is defined as a covering (house, fish, animal, etc.) over or on the mailbox.
- 3) **Attachments or Plantings on Mailbox and/or Mailbox Post (Upright and/or Support Arm/Brace)**
 - (a) Any growth or vegetation must be no higher than the base of the Support Arm/Brace of the Mailbox Post Upright.
 - (b) Other than as noted below, nothing may be permanently attached anywhere on the Mailbox Post Upright or Mailbox.
- 4) **Permitted attachments to the Mailbox Post Upright and Mailbox**
 - (a) One (1) newspaper tube attached under the base of the Support Arm/Brace of the Mailbox Post Upright. Color must be either white or match the color of the Mailbox Post Upright.
 - (b) House Address and/or Homeowner's name.
 - (c) Style, size and design must be pre-approved by the Architectural Control Committee.
 - (d) Brace/Holder to support and display the U.S. Flag on appropriate holidays.
 - (e) Reflectors, up to Three- (3) will be allowed.



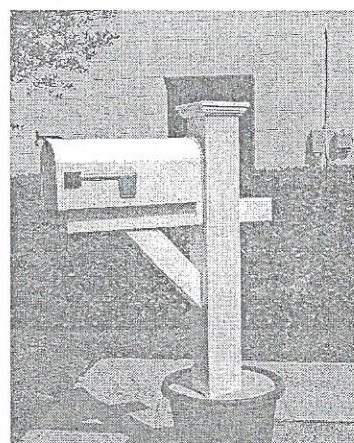
CUSTOM WOOD POST



PVC POST DESIGN 6x6 SunBurst



4x4 PVC Post



6x6 PVC Post With Island Cap.
Post shown mounted in pail only for
DISPLAY purposes.
Post MUST be mounted in the ground.

CAST ALUMINUM Not Approved

Please note, GTHA does not receive any compensation from the supplier listed below. They were the original vendor that supplied the original mailboxes. They have all of the above on display in their showroom. You may purchase your mailbox/post anywhere you want as long as it looks like the approved ones. They also sell newspaper tubes that match the post.

Above Mailboxes/Posts are available from

Creative Mailbox & Sign Designs
303 Mears Blvd., Oldsmar FL
(813) 818-7100

FLAG POLE STANDARDS

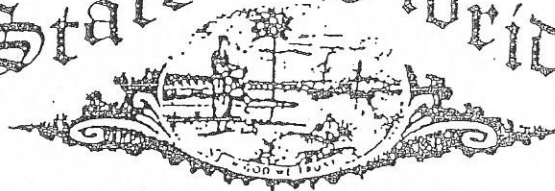
Flag Poles are to be no higher than Twenty- (20) feet. Flag must not interfere with vehicular or pedestrian traffic when flag is flying. Flag Pole is to be set back from the sidewalk and driveway, at a minimum, the length of the unfurled flag. Installation approval is required from the ACC before installation.

Sincerely,

David Egleston, ACC Chairman

Cc: Mike Walsh, President GTHA

State of Florida



Department of State

I certify that the attached is a true and correct copy of the
Articles of Incorporation of GULF TRACE HOMEOWNERS
ASSOCIATION, INC., a corporation organized under the
Laws of the State of Florida, filed on October 14, 1985, as
shown by the records of this office.

The document number of this corporation is N11561.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of October, 1985.



CER-101

George Firestone
Secretary of State