

**MASTER DECLARATION OF CONDITIONS, COVENANTS, AND  
RESTRICTIONS FOR PIPERS MEADOW AND PIPERS MEADOW SOUTH**

**[Introduction](#)**

**[Article I. Definitions](#)**

**[Article II. Property Subject To This Declaration](#)**

**[Article III. Association Membership And Voting Rights](#)**

**[Article IV. Property Rights In Common Areas/Community Properties](#)**

**[Article V. Covenants For Assessments](#)**

**[Article VI. Architectural, Maintenance, And Use Restrictions](#)**

**[Article VII. Insurance](#)**

**[Article VIII. General Provisions](#)**

**MASTER DECLARATION**  
**OF**  
**CONDITIONS, COVENANTS AND RESTRICTIONS**  
**FOR PIPERS MEADOW AND PIPERS MEADOW SOUTH**

**THIS DECLARATION, made the 8th day of December, 1988 by Pinhill, Inc., hereinafter referred to as "DECLARANT".**

**WITNESSETH:**

**WHEREAS, THE DECLARANT is the owner of the real property situated in Pinellas County, Florida, more particularly described in Article II of this Declaration and desires to create thereon two adjacent, exclusive communities to be named Pipers Meadow and Pipers Meadow South; and**

**WHEREAS, THE DECLARANT desires to establish recreational activities such as tennis, basketball, and other passive common area facilities for use of the residents of said communities and their guests; and**

**WHEREAS, THE DECLARANT desires to preserve, protect and enhance the values and amenities in Pipers Meadow and Pipers Meadow South and to provide for the maintenance of the community facilities and common areas; and**

**WHEREAS, THE DECLARANT desires to insure the residents' enjoyment of the specific rights, privileges, and easements to the community properties and facilities by incorporating Pipers Meadow Homeowners Association, Inc., as a nonprofit corporation under the laws of the State of Florida; to which is delegated and assigned the powers of owning, maintaining and administering all community properties and facilities for both Pipers Meadow and Pipers Meadow South; administering and enforcing all covenants, conditions and restrictions contained herein; and collecting and disbursing the assessments and charges hereinafter created;**

**NOW, THEREFORE, THE DECLARANT declares that the real property described in Article II hereof, and such additions as may hereafter be made by DECLARANT, is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, easements, charges and liens hereinafter set forth.**

## **ARTICLE I**

### **DEFINITIONS**

The following terms / words when used in this or any amended or supplemental Declaration, and the Articles of Incorporation and Bylaws (unless the context shall prohibit) shall have the following meanings:

1. **"Pipers Meadow South"** shall mean and refer to lots 1-90, and **"Pipers Meadow"** shall mean and refer to lots 91-299, as shown on the plat for the subdivision know as **Pipers Meadow**, recorded in plat book 101, pages 40-49, Pinellas County, Florida, (hereinafter the **"Plat"**).
2. **"Association"** shall mean and refer to the **Pipers Meadow Homeowners Association, Inc.**, its successors or assigns.
3. **"Dwelling unit"** shall mean and refer to all private residential units constructed on a lot within **Pipers Meadow** or **Pipers Meadow South** and may sometimes be referred to as **"dwelling"** or **"unit"**.
4. **"Owner"** shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential dwelling unit or lot situated within **Pipers Meadow** or **Pipers Meadow South**, but shall not include any mortgagee.
5. **"Common improvements"** are those lands or improvements constructed by the Developer and / or Association for the enhancement and protection of the property or to meet the governmental requirements placed on the property.
6. **"Declarant"** shall mean and refer to **Pinhill, Inc.**, its agents, successor(s) and assigns. The Declarant may sometimes be referred to as **"Developer"**.
7. **"Member"** shall refer to members of the **Pipers Meadow Homeowners' Association, Inc.**
8. **"General Plan of Development"** shall mean and refer to the recorded plat for a particular area of **Pipers Meadow** or **Pipers Meadow South**.
9. **"Lot"** shall mean and refer to any plot of land shown upon the recorded subdivision Plat of property intended for the construction of a residence, with the exception of the common area(s), together with all improvements situated thereon from time to time. A Lot may also be referred to as a **"unit"** or **"dwelling unit"**, when developed.

10. "Board of Directors" shall refer to the Board of Directors of Pipers Meadow Homeowners' Association, Inc.

11. "Committee" shall refer to the Architectural Control Committee provided for in Article VI hereof.

12. "Common area" shall mean all real property, including improvements owned or areas of easement held in favor of or administered by the Association for the common use and enjoyment of its members. The common areas may include streets, walkways and parking area, landscaped areas outside the lots, gazebos, docks, boardwalks, nature trails, playground(s), community structure(s), etc., if the same are constructed; and any and all lakes, ponds, or holding areas contained in the property. Common area(s) may also be referred to as community property. Without limiting the foregoing, Common area shall include Tracts A, B, C, and D as shown on the Plat, and the median and brick pavers in Pipers Meadow Drive and Pine Warbler Way South, as stated on the Plat.

13. The term "institutional first mortgage" shall mean a mortgage made by a bank, savings and loan association, insurance company, pension fund, real estate trust, or other private / governmental agency engaged in the business of mortgage financing which is a first and prior mortgage encumbering a residence.

14. "Bylaws" shall refer to the Bylaws of Piper Meadow Homeowners Association, Inc., all exhibits, such amendments as may be adopted from time to time, and any Rules and Regulations which are adopted by the Board of Directors from time to time.

15. "Residence" shall mean a private single-family dwelling located upon a residential lot.

16. "Articles of Incorporation" shall refer to the Articles of Incorporation of the Pipers Meadow Homeowners Association, Inc., all exhibits attached hereto, and such amendments, if any, as may be adopted from time to time.

17. "Developer" shall mean Pinhill, Inc., or other party or parties, its agents, successor(s) and assigns responsible for the subdivision and improvements of the land.

18. "Law" shall include any statute, ordinance, rule, regulation or order validly created or adopted by the State of Florida, Pinellas County, or any other governmental agency or entity from time to time applicable to the property or to any activities on or about property.

19. "Declaration" shall mean this Master Declaration of Conditions, Covenants, and Restrictions for Pipers Meadow and Pipers Meadow South, together with any amendments or supplements thereto.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

[Section One: Declared Property](#)

[Section Two: Additions To Declared Property](#)

[Section Three: Construction Of Dwellings](#)

[Section Four: Mergers](#)

[Back To Index](#)

**SECTION ONE, DECLARED PROPERTY.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Pinellas, State of Florida, and is more particularly described in Plat Book 101, Pages 40-49, and incorporated by reference fully as if specifically repeated herein, and all of which real property as well as additions thereto, shall hereinafter be referred to as "Declared Property".

#### **SECTION TWO, ADDITIONS TO DECLARED PROPERTY.**

1. Without further assent or permit, from members of the Association or residents of Pipers Meadow or Pipers Meadow South, the Declarant hereby reserves the right, from time to time, to subject other real property to these restrictions and to operate same under the Association. The addition herein authorized shall be made by filing of record to this Declaration, one or more supplemental Declarations to be subject to this Declaration. Supplemental Declarations shall extend the jurisdiction of the Association to such property and subject such addition(s) to assessment for their just share of the Association's expenses. Each supplemental Declaration may contain such complimentary additions to or modifications of the Conditions, Covenants and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties. However, any supplemental Declaration(s) shall not revoke or otherwise amend the provisions of this Declaration as to the original property covered by Article II, Section One above.

**2. In the event additional property is submitted to this Declaration, the Declarant reserves the right to re-plat at its sole discretion, any previously platted properties already submitted to this Declaration in order to establish streets, walkways and open spaces that adequately and consistently provide access and harmony in appearance to all portions of the property. If the Declarant determines that re-platting of any previously platted property is necessary or expedient, and any lot or parcel within that previously platted property has been conveyed to a third party, such third party owner, his successors, assigns, grantees, heirs or legal representatives shall execute any and all applications, affidavits, and instruments requested by Declarant in order to effectuate such re-platting, provided that such re-platting shall not materially affect the right of convenient access to lots conveyed to third parties under the previous plat.**

### **SECTION THREE, CONSTRUCTION OF DWELLINGS.**

**1. Construction of each single-family residence dwelling shall commence within thirty-six (36) months from the date of the original lot conveyance by the Declarant unless a written extension is obtained by the owner(s) from either the Declarant or the Committee. In the event the owner(s) fail to comply with this requirement, the Declarant shall have a twelve (12) month option commencing on the first day of the thirty-seventh month to repurchase the lot at the original purchase price, plus interest at the rate of eight percent (8%) per annum. If the period for construction has been extended as specified above, the twelve month option shall commence on the expiration date of the extension.**

**2. To preserve the integrity of the dwellings in Pipers Meadow and Pipers Meadow South, the Declarant reserves the right of first refusal on any resale or lease of undeveloped Lots. No owner(s) shall lease or sell a lot to any party without first giving the Declarant written notice of such lease or sale to allow the Declarant the opportunity to exercise the right of first refusal to lease or purchase said Lot at the original price, plus interest at the rate of eight (8%) per annum. The Declarant shall notify the Lot owner(s) in writing, by certified or registered mail, within fourteen (14) days from receipt by the Declarant of the owner's notice of its election to so lease or purchase said undeveloped lot(s).**

**3. Construction of each single-family residence shall be completed within twelve (12) months from the date of commencement unless a written extension is obtained from the Committee by the owner(s) or primary contractor of the lot.**

**SECTION FOUR, MERGERS.** Upon a merger or consolidation of the Pipers Meadow Homeowners' Association, Inc. with another nonprofit corporation, or similar organization, as provided for in its Bylaws, its property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation; or, alternatively, the property rights, obligations of the other nonprofit corporation may, by operation of law, be added to the property, rights and obligations of the Pipers Meadow Homeowners Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the properties, together with the covenants and restrictions established upon any other additional properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Declared Property except as hereinafter provided.

### **ARTICLE III**

#### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

[Section One: Membership](#)

[Section Two: Voting And Voting Rights](#)

[Back To Index](#)

#### **SECTION ONE, MEMBERSHIP.**

1. Every person or entity who is the owner of record in any Lot or who is purchasing one or more Lots under a contract or purchased agreement within Pipers Meadow or Pipers Meadow South shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, this Declaration, the Bylaws, and all Rules and Regulations. For this purpose, any unit ownership arrangement or agreement shall be deemed ownership of a Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy, or tenancy in common, or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, the membership as to such unit(s) shall be joint and the rights of such membership as stipulated herein.

2. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay the charges, assessments and special assessments levied upon each member's Lot as specified in the Declaration, the Bylaws, or as the members of the Association may from time to time adopt.

## **SECTION TWO, VOTING AND VOTING RIGHTS.**

**1. The voting rights of the membership shall be appurtenant to the ownership of a unit or Lot. There shall be two classes of units or Lots with respect to voting rights:**

**CLASS A. Class A members shall be all owners with the exception of the Declarant, and / or Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine. However, in no event shall more than one vote be cast with respect to any Lot.**

**CLASS B. The Class B member shall be the Declarant and / or Developer, its successor(s) and assigns. The Class B member shall be entitled to five (5) votes for each Lot in which it holds interest required for membership. The Class B membership shall cease upon the sale of 100% of all dwelling units.**

**2. A member who is delinquent in the payment of any annual, special or other periodic assessment duly levied by the Association against a unit or Lot owned by such a member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors may impose, have been paid.**

## **ARTICLE IV**

### **PROPERTY RIGHTS IN THE COMMON AREAS / COMMUNITY PROPERTIES**

**[Section One: Members' Easement Of Enjoyment](#)**

**[Section Two: Title To Community Properties](#)**

**[Section Three: Extent Of Members' Easement](#)**

**[Section Four: Extension Of Rights And Benefits](#)**

**[Back To Index](#)**

**SECTION ONE, MEMBERS' EASEMENT OF ENJOYMENT. Subject to the provisions of Section Three below, every member of the Pipers Meadow Homeowners' Association shall have a nonexclusive right and easement of enjoyment in and to the common area / community properties and such easement shall be appurtenant to and shall pass with the title to every Lot / dwelling unit situated within Pipers Meadow or Pipers Meadow South.**



**SECTION TWO, TITLE TO COMMUNITY PROPERTIES.** The Declarant may retain the legal title to any or all common area / community properties and limited community properties until such time as it has completed improvements thereon and until, in the opinion of the Declarant, the Pipers Meadow Homeowners' Association is able to professionally maintain and / or manage the same.

**SECTION THREE, EXTENT OF MEMBERS' EASEMENT.** The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to omit the use of the Common area(s) to unit or Lot owners, or occupant(s), their families and bona fide guests.

2. The right of the Association to suspend enjoyment rights of any owner for any period during which any assessment against his unit remains unpaid, or for any infraction of the Association's Rules and Regulations. In the event of a violation by a member of any conditions, covenants or restrictions or any rules or regulations established by the Board of Directors, use rights may be suspended by the Board. Such suspension shall only be made by the Board (or designated committee) after giving such member ten (10) days prior written notice by registered or certified mail specifying the alleged violation. Suspension will require majority vote of the Board (or designated committee).

3. The right of the Association to dedicate or transfer all or any part of the Common area to any public agency, authority or utility for such purposes and subject to such conditions as may be required thereby. No such dedications or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the total voters appurtenant to both Class A Lots and Class B Lots agree to such dedication or transfer, except as made on the Plat. This paragraph shall not preclude the Declarant or the Board of Directors from granting easements for the installation and maintenance of electrical, telephone, cable vision, water and sewer utilities, and drainage facilities, and the like, upon, over, under and across the Common areas without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties.

4. The right of the Declarant to impose reasonable covenants and restrictions with respect to such community properties, in addition to those set forth at the time of conveyance of such properties to the Pipers Meadow Homeowners' Association. Such covenants and restrictions will be incorporated by reference and made part of this Declaration.

**SECTION FOUR, EXTENSION OF RIGHTS AND BENEFITS.** Every member of the Pipers Meadow Homeowners' Association shall have the right to extend vested rights and easements of enjoyment to tenant(s) and others who reside within Pipers Meadow and Pipers Meadow South, and to such other person(s) as may be permitted by the Pipers Meadow Homeowners' Association.

## ARTICLE V

### COVENANTS FOR ASSESSMENTS

#### Section One: Personal Obligation For Assessments

#### Section Two: Purpose Of Assessments

#### Section Three: Exempt Property

#### Section Four: Annual Assessment

#### Section Five: Special Assessments

#### Section Six: Notice And Quorum For Any Meetings Requiring Membership Approval

#### Section Seven: Assessment Due Dates

#### Section Eight: Nonpayment Of Assessments

#### Section Nine: Subordination Of The Lien To Mortgages

**SECTION ONE, PERSONAL OBLIGATION FOR ASSESSMENTS.** Each Lot owner within Pipers Meadow and Pipers Meadow South, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (contract for deed) shall be deemed to covenant and agree to pay to the Pipers Meadow Homeowners' Association, Inc.: (i) annual assessments or charges; (ii) special assessments for maintenance, repair or restoration; (iii) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as provided herein. The annual and special assessments together with interest thereon and all costs of collection thereof shall be a charge on the affected Lot and improvements thereon, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, with interest and all costs of collection, shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due.

**SECTION TWO, PURPOSE OF ASSESSMENTS.** Assessments levied by the Association shall be used to provide funds for purposes the Board of Directors determines are for the benefit of its members. These purposes may include maintenance, landscaping, and beautification of the common areas and / or community properties, and improvements thereon. Common areas may also include public easements held in favor of the Association, or other land and improvements thereon, designated by the Declarant and / or the Association. Funds may also be used to provide other services to promote the health, safety and welfare of the residents of the community. Assessments may be used for but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed

**against the common area and / or community properties; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary; the employment of security personnel; and such other needs as may arise.**

**SECTION THREE, EXEMPT PROPERTY.** The assessments, charges and liens created under this Article shall not apply to the Common areas. Any property which the Declarant may hereafter designate for common use as part of the Common area, or otherwise, and commercial property as platted shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority and all land granted to or used by utility company shall be exempt. Properties owned by a charitable or nonprofit organization may likewise be exempt at the discretion of the Board of Directors.

#### **SECTION FOUR, ANNUAL ASSESSMENT.**

**1. Annual assessments shall be based upon the budget for the operation and maintenance adopted by the Board of Directors. In the event the Declarant, in its sole discretion, shall construct recreational facilities upon the common areas and / or community properties, the expenses for the maintenance and operation of any such recreational facilities shall be treated as a common expense of the Association.**

**2. The annual assessment shall be fixed at uniform rate except for exempt property and special assessment against a particular lot. Not later than thirty (30) days prior to January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each unit / Lot. In the event the Board elects not to fix such assessment rate, the prior year's annual rate shall be the fixed amount. Written notice of any changed rate shall be sent to every owner. Class A members shall be assessed the total annual assessment rate. Class B members shall be assessed one-half (1/2) the Class A rate. The initial assessment rate shall be established by the Declarant.**

**3. The annual assessment for each year commencing January 1 of the year following the conveyance of the first lot to an Owner, may be increased each year thereafter not more than 20% above the maximum annual assessment from the previous year without a vote of the membership. The maximum annual assessment may be increased above 20% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.**

#### **SECTION FIVE, SPECIAL ASSESSMENTS.**

**1. In addition to the annual assessment authorized above, the Board of Directors may levy, in any assessment year, a special assessment for capital improvements not exceeding \$10,000.00 applicable to that year only. A special assessment for capital improvements that exceeds \$10,000.00 may be approved provided that any such assessment shall have the vote of two thirds (2/3) of each**

class of members who are voting in person or by proxy at a meeting called for this purpose. A special assessment for capital improvements shall be fixed at a uniform rate.

2. In addition to assessments described above, the Board of Directors may levy a special assessment against a particular unit or Lot to recover damages or expenses chargeable against that unit or Lot, the Lot owner, his family, guest, invitees, agents or tenants for damage and structural maintenance, restoration or repairs, without approval of the membership. The Association shall provide to the Lot owner a written notice stating the amount of and the due date for the payment of such special assessments. The Association shall have all lien and foreclosure rights against the unit / Lot as set forth in the Declaration for any other assessments.

**SECTION SIX, NOTICE AND QUORUM FOR ANY MEETINGS REQUIRING MEMBERSHIP APPROVAL.** Any action authorized under Sections Four and Five above requires written notice of any meeting to be sent to all members not less than twenty (20) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, in person or by proxy, of members entitled to cast a majority of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

**SECTION SEVEN, ASSESSMENT DUE DATES.** Annual assessments provided for herein shall commence on the first day of the month following the sale and recordation of unit(s) / Lot(s) created subsequent to this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon request and or reasonable charge, issue a certificate stating the amount of any assessment due with respect to a specific unit / Lot. Assessments will be collected by the Association on an annual basis unless otherwise specified by the Board of Directors.

## **SECTION EIGHT, NONPAYMENT OF ASSESSMENTS.**

**1. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, assessment shall bear interest from the date of delinquency at the highest rate allowed by law. The Association, acting through its Board of Directors, may bring an action at law or in equity against the owner personally obligated to pay the same, and / or may foreclose the lien against such owner's Lot(s). The interest, all costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In addition, the Association may levy a late charge to reasonably cover extra administrative costs associated with collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his unit / Lot.**

**2. If the assessment is not paid within five (5) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot / unit and all improvements thereon. Such lien shall continue until the delinquent assessment is paid. Each owner, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to so covenant, which covenant shall run with the land. Such lien may be perfected by the filing of an instrument among the public records of Pinellas County, Florida, indicating the amount of such lien and the obligation for interest and attorneys' fees and all costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed.**

**SECTION NINE, SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be superior to all other liens except for tax liens and first mortgage liens, provided mortgage liens are first liens against the property encumbered and secure indebtedness whose payments are amortized in monthly or quarterly payments on an amortization period of no fewer than ten (10) years. Sale or transfer of any unit which is subject to a mortgage pursuant to a decree of foreclosure under such mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to sale or transfer. No sale or transfer shall relieve such Lot(s) from liability for any assessments becoming due thereafter or from the lien thereof. Delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the unit / Lots as a common expense.**

## ARTICLE VI

### ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

[Section One: Architectural Control Committee And Approval Of Plans](#)

[Section Two: Architectural Control Committee Prerequisites](#)

[Section Three: Setbacks](#)

[Section Four: Living Area](#)

[Section Five: Land Use](#)

[Section Six: Maintenance](#)

[Section Seven: Screening Or Other Uses](#)

[Section Eight: Fences, Wall, and Hedges](#)

[Section Nine: Animals](#)

[Section Ten: Signs](#)

[Section Eleven: Docks](#)

[Section Twelve: Gazebos](#)

[Section Thirteen: Utilities, Antennas, And Playground Equipment](#)

[Section Fourteen: Wells And Lakes](#)

[Section Fifteen: Offensive Activities](#)

[Section Sixteen: Storage Of Materials And Equipment Placement](#)

[Section Seventeen: Easement Rights](#)

[Section Eighteen: Miscellaneous](#)

#### SECTION ONE, ARCHITECTURAL CONTROL COMMITTEE AND APPROVAL OF PLANS.

1. Until such time as all dwelling units are constructed on all platted lots within Pipers Meadow and Pipers Meadow South, the Declarant shall assume and be responsible for enforcement regardless of Lot or unit ownership. The Declarant will appoint from time to time members to the Architectural Control Committee. The Committee will consist of not less than three (3) nor more than nine (9) members who shall exercise authority to approve residential building plans and specifications. The Declarant shall retain the right to assign responsibility for the Committee to Pipers Meadow Homeowners' Association, Inc. at any time. When relinquished to the Association, the Committee shall be selected by a majority vote of the Board of Directors. Selection will be based on architectural, engineering and building knowledge, when available, as well as representation from a cross section of all dwelling areas within Pipers Meadow and Pipers Meadow South.

2. To insure a community of the highest quality, the committee reserves the power and discretion to approve all new buildings and structures, landscaping schemes and repairs or improvements, on each Lot set forth herein. No building, fence, wall, driveway, swimming pool, recreational courts, or any structure regardless of size or purpose, whether attached to or detached from the main dwelling, shall be commenced, placed, or erected on any lot; nor shall any exterior addition, or alteration be made, unless plans have been approved in writing by the Committee. Plans will include all specifications showing the materials, floor plans, square footage, exterior color schemes, location on the lot, front, side and rear elevations, construction schedule, and such other information as the committee shall require. In passing upon such building and landscaping plans, the Committee shall take into consideration the suitability of the materials, the building plot, the harmony of external design and color with existing structures, and the appearance of such construction as viewed from neighboring properties. The Committee shall have the right to reject any building or landscaping plans which are not suitable for any reason including purely aesthetic considerations. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating the reason(s) for disapproval and the Committee's recommendations to remedy same, if a satisfactory remedy is possible. The Committee shall be authorized to impose separate minimum square footage requirements for residences with Pipers Meadow and Pipers Meadow South, respectively.

## **SECTION TWO, ARCHITECTURAL CONTROL COMMITTEE PREREQUISITES.**

1. As a prerequisite to consideration for approval, and prior to beginning the alteration or improvement work contemplated, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon written approval, construction shall be started and completed in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction if in violation of these restrictions. Any exterior addition and alternation made without application having first been made and prior written approval obtained shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the owner's expense.

2. The Committee shall have the right to charge a reasonable fee not to exceed fifty dollars (\$50.00) for each review for repairs, remodeling, alteration or addition.

3. Plans and specifications for building additions and major modifications shall be prepared by an architect. The architect must visit the site and be familiar with all existing site conditions. This requirement may be waived by the Committee based on the extent of the alteration.

4. The Committee must mail plans, either approved or disapproved, to the applicant within thirty (30) days of receipt. Disapproval's will be posted by registered or certified mail (return receipt requested). Plans not mailed by the Committee within thirty (30) days of receipt will be considered approved.

**SECTION THREE, SETBACKS.** Minimum building and setbacks lines are not intended to engender uniformity of setbacks, but are meant to avoid overcrowding. Setback provisions may be altered by the Developer, when appropriate, whenever the topography of a Lot warrants, such as to preserve trees or to assure vistas of water and open areas. The Committee reserves the right to select the precise site of each dwelling unit or other structure on each Lot. However, in no event shall any dwelling unit be located upon a Lot in a manner which violates the minimum building and setback lines shown recorded on the Plat with the County and, if none are recorded, those required by law. No structure shall be erected nearer than twenty-five (25) feet from a Front Street Line or Side Street Line. No structure shall be erected nearer than seven and one half (7.5) feet from a Side Yard Line, or nearer than ten (10) feet from a Rear Yard Line. The terms "Structure", "Street Line", "Front Yard", shall have the meaning ascribed by Law as of the date of recording of these Restrictions. The Declarant reserves the right and is authorized to construct or cause to be built recreational amenities such as pools, enclosures, and out-structures to be located within eight (8) feet of the Rear Yard Line so long as the same do not violate the Law in effect as of the date of recording of these restrictions. Construction of such structures shall not constitute encroachment. A swimming pool may not be located in the front yard of any Lot.

**SECTION FOUR, LIVING AREA.**

1. No dwelling shall be erected within Pipers Meadow unless the main structure, exclusive of screened porches, garages, and storage rooms, shall equal or exceed a minimum of 1900 sq. ft. for one story, and minimum of 2300 sq. ft. for a two story. In Pipers Meadow South, said minimum shall be 1800 sq. ft. for one story and 2200 sq. ft. for a two story.

2. The Declarant shall have the right to reduce the design square footage standard when in its opinion there are special site and architectural considerations involved.

3. All single family detached dwellings shall have at least a double enclosed garage equipped with garage doors with automatic openers and a concrete drive that will provide off-street parking for at least a total of two (2) four-wheeled vehicles.

4. The area of each Lot shall be as shown on the recorded Plat, as amended, or any additional property annexed in accordance with the terms of this Declaration, which shall be recorded in the public records of Pinellas County, Florida.



## **SECTION FIVE, LAND USE.**

- 1. With written consent of the Committee, Lots as shown on the approved General Plan of Development or parts thereof, may be divided and combined provided, however, the resulting Lots shall not be smaller in total area than any of the original Lots.**
- 2. Only one dwelling shall be constructed on any one of the residential platted Lots as recorded for the said subdivision. However, more than one Lot may be used to erect one dwelling.**
- 3. No building shall be erected on any Lot other than one single-family dwelling and associated structures approved by the Committee, and before the structure can be occupied, it must be completely furnished.**
- 4. No structure of a temporary nature or character shall be used as a residence.**
- 5. No building or structure shall be moved onto any Lot. The intent of this restriction is that all buildings or structures shall be constructed thereon.**
- 6. No structure erected for use as a garage upon any Lot shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing be allowed to part on any Lots or common area. Temporary buildings and other structures shall be permitted for offices, storage, or as a temporary real estate office of the Declarant or his authorized agent for the sale of land or residences.**
- 7. All dwellings shall be constructed with (i) concrete driveways, (ii) completely sodded with St. Augustine -type lawns, (iii) operable automatic in-ground sprinkler system, and (iv) four foot sidewalks the width of the Lot along road right-of-ways.**
- 8. The roofs on all dwellings shall be covered with concrete tile, cedar shakes or a minimum 300 lb. asphalt dimensional shingle.**
- 9. In addition to the minimum landscaping plan acceptable to the Committee, at least one hardwood tree shall be added to each Lot to further enhance the subdivision street scene. This hardwood shall be a minimum 2 1/2"-3" caliper, and 12'-18' in height. The tree should be planted on the house side of the sidewalk within six (6) feet of the sidewalk. The tree shall be maintained by the owner and shall be replaced in a timely fashion if it dies or becomes diseased. In the event any owner fails to maintain or replace said tree, the Association may, at its option, enter the Lot and repair or replace the tree. The owner shall be personally liable to the Association for the costs of such repair or replacements, which shall constitute a special assessment against and lien upon the Lot.**

## **SECTION SIX, MAINTENANCE.**

- 1. Builders or their agents shall mow and maintain undeveloped lots prior to construction so as not to detract from the value of surrounding areas.**
- 2. The exterior of all Lots, dwelling units, and other structures shall be maintained in a neat and attractive condition by the owners. Such maintenance shall include, but is not to be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, and other exterior improvements.**
- 3. In the event any owner fails or refused to properly maintain the Lot, dwelling unit, and other structures or to keep such property free from any unsightly items, including high grass, weeds, and underbrush, the Association may, at its option, ten (10) days after mailing a notice to said owner to comply with the requirements of this paragraph, enter and repair or remove all such unsightly items of growth, at the owner's expense. The owner shall be personally liable to the Association for the costs of repair or removal. The costs of such maintenance shall be added to and become part of an assessment and shall be a permanent charge and lien upon such Lot. All such Association money so expended shall accrue the maximum interest allowed by law until paid in full. No such entry as provided herein shall be deemed as a trespass, nor shall the Association be liable for doing anything reasonably necessary in carrying out this provision. Maintenance shall be performed between the hours of 8:00 a.m. and 7:00 p.m. on any day except Sunday. The provisions of this section shall not apply to Lots upon which houses are under construction.**
- 4. To preserve the natural integrity and beauty of the land, no trees having a diameter of three (3) inches or more shall be destroyed or mutilated except with the prior written consent of the Association. Dead or diseased trees shall be cut and removed from any Lot by the property owner only after permission for such cutting and removal has been obtained from the Association.**

## **SECTION SEVEN, SCREENING OR OTHER USES.**

- 1. Clothes drying devices such a lines, poles, frames, etc. are not permitted unless concealed completely from public view behind an enclosure or fence.**
- 2. Street mailboxes shall be of the type consistent with the character of Pipers Meadow and Pipers Meadow South, as approved by the Committee, and shall be placed and maintained to compliment the houses in the neighborhood. Street mailboxes shall be removed within ten (10) days of commencement of door postal service.**

**3. No motor-homes, house or travel trailers, campers, buses, open bed trucks (with or without toppers), cargo vans, boats, trailers for any purpose, or vehicles of any type used for commercial purposes (truck / automobile) shall be kept, stored or parked on any Lot (driveway or lawn), street right of way, or Common area except within enclosed garages or completely concealed from public view by and approved fence or structure. Vans converted primarily to carry passengers shall be considered a station wagon. This restriction is not intended to exclude boats stored at a dock or along the water's edge on any waterfront lots.**

**4. No house or other structure on any residential Lot shall be used for any trade, commercial, or business purposes. This restriction shall not apply to model homes so designated by the Declarant.**

**5. No window air conditioning units or other heating or cooling devices shall be installed without prior written approval of the Committee.**

**6. No aluminum foil or reflective substance shall be placed in or on any glass of a residence except as may be approved by the Committee.**

**7. All trash, garbage and other waste shall be kept in sanitary containers and shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets, except when placed at a designated pickup location on the day of trash pickup in keeping with the current County Ordinances.**

#### **SECTION EIGHT, FENCES, WALL AND HEDGES.**

**1. All fences, walls and hedges must be approved by the Association and appropriated governmental agencies / entities.**

**2. Hedges may be grown no higher than three (3) feet in the area between the front property line to the front building setback line. No fence of any type shall be permitted between the front property line and the mid-building line. Setback requirements for fences, walls, and hedges for corner lots and unusually sited lots will be as determined by the Committee and governed by law. No fence, wall or hedge shall exceed six (6) feet in height.**

**3. Fences, walls, hedges or shrubs shall be placed on corner Lots in keeping with the County Fence Ordinance and this Declaration so as not to obstruct sight lines.**

**4. No fences, hedges, walls or any other structures may be erected within thirty (3) feet of the rear Lot line or the waters edge, whichever comes first, on those Lots abutting or protruding into the lakes / ponds without the written approval of the Committee.**

**5. No chain link fences shall be permitted upon a residential Lot. Chain link fences may be used in common areas or recreational areas as deemed appropriate by the Declarant or the Committee.**

**SECTION NINE, ANIMALS.**

**1. No animals, livestock, or poultry of any kind shall be raised, bred, pastured or maintained on any Lot. Household pets maintained for the sole pleasure of the occupants and not for commercial purposes are allowed. Birds shall be confined in cages. County Animal Control Ordinances shall apply.**

**2. No person owning or having possession, charge, custody or control of any pet shall cause, permit or allow the pet to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk or park, or on private property of others without the express consent of the owner of such private property. County lease laws shall apply at all times.**

**SECTION TEN, SIGNS. No signs of any kind shall be displayed on any residential Lot, except one professional for sale, lease or rent sign measuring no more than four square feet, which shall not extend more than five (5) feet above the ground, in conformance with the law, and shall display a county permit. Signs to identify subdivisions or to advertise the property during construction and sales period are allowed. Declarant or its authorized agents signs shall not be subject to the size limitation.**

**SECTION ELEVEN, DOCKS. No docks, piers or similar structures shall be constructed by Lot owners without the express written approval of the Committee. Docks constructed on Association Common areas are exempt from the above restriction.**

**SECTION TWELVE, GAZEBOS. A gazebo is a detached structure to be used exclusively as a shelter for residents and not for the storage of articles such as lawn equipment, pool furniture, bicycles, toys, etc. The structure will be constructed to be compatible in style and color with the main dwelling, and will not be enclosed except with screening or windows. The railing or wall will be no higher than four (4) feet above the deck. All structural designs and alterations of gazebos require written approval of the committee.**

### **SECTION THIRTEEN, UTILITIES, ANTENNAS AND PLAYGROUND EQUIPMENT.**

- 1. No towers or poles for any purpose shall be erected on residential Lots.**
- 2. All residential utility service lines (including, but not limited to, electricity, telephone, radio and television line, cables and gas, water, sewer or drainage pipes) to the Lots shall be underground, unless otherwise approved by Declarant. This restriction shall not prohibit the Declarant from installing above ground service relay towers in the event such is deemed necessary.**
- 3. No owner shall install or permit any exterior antenna or satellite dish of any nature upon any Lot, building on a Lot, or Common area.**
- 4. Installation and use of playground equipment shall be limited to the rear of each Lot only, and not closer than five (5) feet to property lines.**

### **SECTION FOURTEEN, WELLS AND LAKES.**

- 1. Except with the prior written approval of the Committee, no well shall be sunk or drilled on any Lot. Permitted wells will be no larger than four (4) inches in diameter and all must have submersible pumps. The Declarant reserves the right to install wells and pumping stations for irrigation of the common area or such use on any recorded plat.**
- 2. The Association shall have the right, but not obligation, to control the water level and the growth or eradication of aquatic plants and algae in all lakes and retention ponds within Pipers Meadow and Pipers Meadow South. Access to such area over Lots during daylight hours shall not be deemed trespassing.**
- 3. No unit owner or resident shall have any right to remove water from the lakes for any purpose, nor to place solid materials or discharge water from swimming pools or heating / air conditioning systems into any lakes or drainage area.**
- 4. Only boats that utilize manual, battery, electric or wind propulsion (i.e., canoes, row boats and sailboats) shall be allowed on lakes or other water bodies. This specifically prohibits all combustion powered crafts. All Lot owners whose Lots abut lakes / water bodies shall be responsible for maintenance of the area formed by the extension of their Lot lines unto the water's edge.**

## **SECTION FIFTEEN, OFFENSIVE ACTIVITIES.**

1. The pursuit of hobbies, professions, or inherently dangerous activities, including but not limited to the assembly, disassembly or storage of motor vehicles and other mechanical devices which could cause unsightly or un-kept conditions are prohibited.

2. The shooting of firearms, fireworks, or pyrotechnic devices of any type or size is not allowed on any Lot or the Common areas.

3. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Each owner shall refrain from any act or use of his Lot which could reasonably cause discomfort, annoyance or nuisance to the neighborhood.

4. No unlicensed off-road, wrecked or inoperable vehicles of any type shall remain on the Lot of a private dwelling or the Common area unless completely concealed from public view in a garage or behind an approved enclosure or fence.

5. No lot shall be used in whole or part for storage of trash or debris of any nature except for household trash / garbage stored in proper trash containers which are awaiting pick-up for disposal. No substance, thing, or material shall be kept upon any Lot that will emit foul or nauseous odors, or cause any noise that would disturb the peace and quiet of the neighborhood.

## **SECTION SIXTEEN, STORAGE OF MATERIALS AND EQUIPMENT PLACEMENT.**

1. Incinerators for garbage, trash or other refuse shall not be permitted on any Lot. All equipment such as coolers, water conditioners, pool pumps, filters, heating equipment, woodpiles and garbage cans, placed on a Lot (whether temporary or permanent) shall be concealed from the public view of the neighboring Lots, streets, waterfront and open areas. Enclosures may consist of landscaping, block or wood which is compatible with the main structure.

2. No lumber, brick, stone, cinder block, concrete or other construction materials, scaffolding, nor mechanical devices shall be stored on a Lot for longer than a reasonable length of time necessary for the completion of the improvement for which same is to be used.

3. No exposed above ground tanks will be permitted for the storage of fuel, water or any other substance, except for water tanks that may be constructed by the Declarant for the storage of portable water for the community and fuel tanks for use during construction operations.

**SECTION SEVENTEEN, EASEMENT RIGHTS.** Easements are expressly provided for and reserved in favor of the owners / residents, their guests and invitees, for ingress and egress over and about the Common areas for the purpose of entering and leaving the property and for vehicular traffic over and across such portions of any Common areas as may be used as roads within the development area. The rights provided under this easement shall be excised in a manner so as not to interfere with the use and enjoyment of any Common areas by the owners / tenants, their families or guests. The use by Declarant, his agents or employees, of the easement described herein during the construction period shall not be deemed an interference of the use and enjoyment of the Common areas.

**SECTION EIGHTEEN, MISCELLANEOUS.**

1. No owner or occupant other than the Declarant shall excavate or extract earth from any of the Lots subject to this Declarant for any purpose. No grading shall be permitted which will materially affect the surface height or grade of surround Lots that will cause drainage problems on adjacent Lots. No Lot shall be increased in land area by filling in the water it abuts.

2. No outside toilet facilities shall be constructed or maintained on any Lot other than those used during construction operations.

3. Notwithstanding any other provisions contained in this Declaration, in the event that any unit, as constructed on a Lot, encroaches upon any portion of the Common areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the unit as constructed upon any Lot, encroaches or overlaps upon any other Lot or the Common areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common areas.

## ARTICLE VII

### INSURANCE

#### [Section One: Director and Officers Indemnification](#)

#### [Section Two: Personal Liability And Risk Of Owner Loss](#)

#### [Section Three: Association Insurance Coverage](#)

#### [Back To Index](#)

**SECTION ONE, DIRECTOR AND OFFICERS INDEMNIFICATION.** Each director and officer of the Association and member of the Committee shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of the Association or member of the Committee. Such expense will include the cost of reasonable settlements (other than amounts paid to the corporation itself) made with a view of curtailment of costs of litigation. The Association shall not, however, indemnify such Director or Officer with respect to matters he shall be finally adjudged in any action, suit or proceedings to be liable for willful misconduct or gross negligence in the performance of his duty as such Director or Officer or Committee member; or in respect to a matter in which a settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer or Committee member in conducting such litigation to final conclusion. In no event shall anything herein be construed as authorizing the Association to indemnify any such Director or Officer or Committee member against any liability of the corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer or Committee member may be entitled as a matter of law or otherwise.



**SECTION TWO, PERSONAL LIABILITY AND RISK OF OWNER LOSS.** The owner of each dwelling unit / Lot shall, at his own expense, obtain insurance coverage for loss of or damage to a unit, as developed, and at his discretion, any furniture, furnishings, personal effects and other personal property belonging to such owner. Each unit / Lot owner may, at his own expense and option, obtain insurance coverage for personal liability against injury to the person or property of another while within such owner's Lot, or upon the common areas. All such insurance obtained by the owner shall, whenever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Lots, the Association, and the respective servants, agents and guests of said other owners and the Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common areas) belonging to or carried on the person of the owner of each Lot, or which may be stored in any unit, or in, to or upon Common areas shall be borne by the owner of each such unit as developed. All furniture, furnishings and personal property constituting a portion of the Common areas and held for the joint use and benefit of owners of all Lots, shall be covered by such insurance as shall be maintained in force and effect by the Association. The owner of Lots shall have no personal liability for any damage caused by the Association or in connection with the use of the Common areas. The owners of a Lot shall be liable for injuries or damages resulting from an accident on his own Lot, and shall be liable for all accidents occurring within his respective Lot, as developed, in accordance with applicable law.

**SECTION THREE, ASSOCIATION INSURANCE COVERAGE.**

1. The Association shall maintain casualty insurance covering Common areas in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier. Each coverage will afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils, including windstorm endorsement; and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use, including vandalism, malicious mischief, and such other insurance coverage which may from time to time be deemed by the Board of Directors of the Association to be necessary and in the best interests of the Association and the owners therein.

**2. The Association shall carry public liability and property damage insurance in such amounts and in such form as shall be required to protect said Association, which may from time to time be deemed by the Board of Directors to be necessary and in the best interests of the Association and the owners therein; provided, however, that in any event said public liability and property damage insurance shall cover all Common areas, public ways, and any other areas which are under the supervision of the Association. Further, said insurance shall cover all commercial spaces that are owned by the Association. Said insurance shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. Said insurance shall provide coverage for (i) bodily injury and property damage that results from the operation, maintenance or use of Common areas; and (ii) any legal liability resulting from lawsuits related to employment or other contracts to which the Association is a party. Said policies shall provide for at least 10 days written notice to the Association before the insurer can cancel or substantially modify it.**

**3. The Association shall provide Workmen's Compensation Insurance to meet the requirements of law.**

**4. The Association shall provide a blanket fidelity bond for any person who either handles or is responsible for funds held or administered by the Association, whether or not said persons receive compensation for their services. Any management agent that handles funds for the Association shall be required to provide evidence of coverage under a fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other fidelity bonds shall name the Association as an obligee and shall have their premiums paid as a common expense of the Association. Said bonds shall provide for coverage in the amount of the maximum funds that will be in the custody of the Association or its management agent at any time while the bonds are in force, and in any event said fidelity bonds must cover, at a minimum, an amount equal to the sum of three months' assessments on all properties, plus the Association's reserve funds. The bonds shall include a provision providing for ten days written notice to the Association or insurance trustee before the bonds can be canceled or substantially modified for any reason. The bonds shall provide that this same notice must also be given to each servicer that services a Federal National Mortgage Association-owned mortgage in the property.**

**5. The Association also may provide such other insurance coverage, other than title insurance, as the Board of Directors, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all Lots.**

**All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all unit / Lot owners. The cost of obtaining the insurance coverage authorized above is declared to be a prorated expense of the unit / Lot owners, as are any other fees and expenses of the unit / Lot owners, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.**

**All policies of casualty insurance shall provide for the insurance proceeds covering any loss to be payable to the Association as Insurance Trustee, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all owners and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as Authorized Agent for all of the owners for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.**

**The company or companies with which casualty insurance may be placed shall be selected by the Board of Directors, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Board of Directors.**

**The Association shall have the right to function as or designate a bonded Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall levy and collect an assessment against the owners of all Lots in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.**

**In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors may deem to be in the best interests of the members of said Association.**

## ARTICLE VIII

### GENERAL PROVISIONS

[Section One: Covenants Run With Land](#)

[Section Two: Enforcement](#)

[Section Three: Severability](#)

[Section Four: Amendment](#)

[Section Five: Remedy For Violation](#)

[Section Six: Effect Of Waiver Of Violation](#)

[Section Seven: FHA -VA-ENMA-FHLMC Approval](#)

[Section Eight: Instruments Governing Common Areas And Owners Of Lots](#)

[Section Nine: Developer As Owner](#)

[Section Ten: Notice To Owners](#)

[Section Eleven: Approval Of First Mortgagees](#)

[Section Twelve: Rights Of First Mortgagees](#)

[Section Thirteen: Gender](#)

[Section Fourteen: Availability Of Information](#)

[Section Fifteen: Exculpation Clause](#)

[Back To Index](#)

**SECTION ONE, COVENANTS RUN WITH LAND.** All restrictions, reservations, covenants, conditions and easements contained in this Declaration, and any amendment or supplement hereto, shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, which will be the entity responsible for the operation and maintenance of the Common areas.

**SECTION TWO, ENFORCEMENT.** The Association, the Declarant or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant 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. If a person or party is found to be in violation of or attempting to violate the provisions of this Declaration, he shall bear all expenses of the litigation, including costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing them.

**SECTION THREE, SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**SECTION FOUR, AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. Until such time as all dwelling units are constructed on all platted lots within Pipers Meadow and Pipers Meadow South, or such time that the responsibility for the Architectural Control Committee is assigned to Pipers Meadow Homeowner's Association, Inc. by the Declarant, the Declarant hereby saves and reserves the right and authority to amend and / or modify this Declaration of Conditions, Covenants and Restrictions as the Declarant may deem appropriate or necessary without the consent, approval, or joinder of any Lot owner, the Association, or any institutional mortgagee having an interest in any Lot. When all dwelling units are constructed or the Declarant assigns the Architectural Control Committee in accordance with Article VI, the Conditions, Covenants and Restrictions of the Declaration may be amended by an instrument approved by not less than two-thirds (2/3rds) of the unit/Lot owners, which amendment shall be recorded in the public records. Notwithstanding the foregoing, the Declarant without any consent or approval may file (i) the amendment(s) referred to in Article II of this Declaration for the purpose of adding additional properties to the Property and for submitting such additional properties to this Declaration; (ii) any amendments hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage Corporation or similar entities; and (iii) any amendment required by any utility, water management district, or any governmental body or regulatory authority with jurisdiction over the Property, any of which amendments may be made by an instrument executed only by Declarant. Such amendment need not be signed or executed in the manner otherwise provided or herein and shall not require the consent of the members.

**SECTION FIVE, REMEDY FOR VIOLATION.** For violation or a breach of any of the provisions herein, or of the provisions of the Articles of Incorporation or Bylaws of the Association, by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the owner, or the Association, or the Declarant, or a first mortgagee, or any of them, shall have the right to proceed at law for damages and/or in equity to compel compliance with any of them or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of a majority of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs or construction, to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. The Association shall have all lien right against the Owner's Lot as set forth in this Declaration to enforce collection of all expenses incurred by the Association in abating or removing a violation and making necessary repairs to a Lot or Dwelling as set forth herein. In the event that resort to this Section Five becomes necessary, or it becomes necessary to engage the services of an attorney for enforcement of any of the provisions of this Declaration, then the defaulting parties shall be liable for any and all costs of incident to enforcement, including but not limited to any attorneys' fees and expenses, and including any court costs, attorney's fees, or related expenses if legal proceedings are instituted.

**SECTION SIX, EFFECT OF WAIVER OF VIOLATION.** No waiver of breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or Bylaws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant to this Declaration, or the Article of Incorporation or Bylaws of the Association.

**SECTION SEVEN, FHA-VA-ENMA-FHLMC APPROVAL.** As long as there is (a) a Class B membership, or (b) a mortgage on a Lot that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or (c) a mortgage on a Lot that is insured or guaranteed, or for which a commitment to insure or guarantee has been issued, by the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, whichever the case may be: annexation of additional properties outside the Development Area; dedication of common areas; and the material amendment of this Declaration (other than for submitting property from the development area to the terms of this Declaration or making such amendments as required by a governmental authority or utility having jurisdiction over the Property); otherwise said approval will not be required.

**SECTION EIGHT, INSTRUMENTS GOVERNING COMMON AREAS AND OWNERS OF LOTS.** This Declaration and the Articles of Incorporation, Bylaws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

**SECTION NINE, DEVELOPER AS OWNER.** During the sales period for the sale of the dwelling units in the property or any additions thereof, or the sale of dwelling units in the development area by the developer to third parties, or of dwelling units in the development area by the Declarant to third parties, or during such time that developer owns any dwelling units for sale to a third party in the property or the development area, the members of the Association shall not take any action that would interfere with or undermine Declarant's or Developers's promotion or sale of said dwelling units to third parties or third parties whom the Declarant may deem to be his agent.

**SECTION TEN, NOTICE TO OWNERS.** Whenever notices are required to be given hereunder, the same shall be sent to the Owners by regular mail at the address of the unit situated upon the Lot, except that any notice of a violation of the terms of this Declaration shall be sent Certified Mail, Return Receipt Requested. Such notices shall be deemed given when deposited in the United States mail. Any Owner may change his mailing address by written notice given to the Declarant at: Pinhill, Inc., 13000 North Dale Mabry Highway, Tampa Florida, 33618, and to the Association at the same address or to any address subsequently designated by the Declarant or Association from time to time.

**SECTION ELEVEN, APPROVAL OF FIRST MORTGAGEES.** As long as there is any mortgage on a dwelling unit that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage on a Dwelling Unit that is insured or guaranteed, or for which a commitment to insure or guarantee has been issued, by the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior written approval of two-thirds (2/3rds) of the holders of record of all first mortgage liens on Dwelling Units within the Property, the alienation or encumbrance of the Common areas by the Association, other than the granting of easements for utilities, water distribution system, cable television systems or easements for similar or related purposes; the material change in the method used for determining the assessments charged against the unit/Lot Owners; the waiver or abandonment of the regulations or the enforcement thereof pertaining to the architectural control of the Residence constructed upon the Property; the failure of the Association to maintain fire and extended insurance coverage on the Common area structures (at 100% of the current replacement cost); and the use of the insurance proceeds paid to the Association as the result of damage to the Common areas for any purpose other than the repair, replacement or reconstruction of such Common areas.

**SECTION TWELVE, RIGHTS OF FIRST MORTGAGEES.** Upon written request to the Association, identifying the name and address of the Holder, Insurer or Guarantor and the Lot or unit address, any First Mortgagee, Insurer or Guarantor of said first mortgage will be entitled to time written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property; (ii) any sixty-day delinquency in the payment of assessments of charges owed by Owner of any dwelling unit on which it holds the mortgage, (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of First Mortgagees.

**SECTION THIRTEEN, GENDER.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

**SECTION FOURTEEN, AVAILABILITY OF INFORMATION.** The Association shall make available to any Owner, First Mortgagee, and to holders, Insurers or Guarantors of any first mortgage, current copies of this Declaration, the Bylaws of the Association, any and all rules concerning the use and enjoyment of the Common areas/community properties, and the books, records, and financial statements of the Association. When used in this Section, the word "available" shall mean available for inspection, upon written request, during normal business hours or under other reasonable circumstances.



**SECTION FIFTEEN, EXCULPATION CLAUSE.** Unit owners shall and do hereby indemnify and save harmless the Declarant, Board of Directors, and each of its members, as well as members of all volunteer committees acting for or on behalf of the Association, from any and all liability for loss or monetary damages, costs and expenses arising from any statement, vote, decision or failure to act, regarding corporate management or policy as long as the director, officer or committee member discharges his/her duties in good faith. A director may be liable for his/her acts or failure to act if a director derives "improper personal benefit" from the transaction (F.S.607.164(2)).

IN WITNESS WHEREOF, Pinhill, Inc., has cause these presents to be signed in its name by Thomas J. Shannon, Jr., President, and Robert L. Berg, Vice President, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_ .

Signed, sealed and delivered in the presence of:

---

WITNESS

Thomas J. Shannon, Jr.

President

---

WITNESS

---

WITNESS

Robert L. Berg

Vice President

---

WITNESS

STATE OF FLORIDA     )

)

COUNTY OF PINELLAS   )

**BEFORE ME, personally appeared Thomas J. Shannon and Robert L. Berg, known to me to be the individuals described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Pinhill, Inc., and severally acknowledged to and before me that they executed such Declaration as such officers of said corporation, and that the seal affixed to the foregoing Declaration is the seal of said corporation, and that it was affixed to said Declaration by due and regular corporate authority, and that said instrument is the fee act and deed of said corporation.**

**WITNESS MY HAND AND OFFICIAL SEAL at Pinellas County, Florida**  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_ .

\_\_\_\_\_

**NOTARY PUBLIC, State of Florida at Large**

**My Commission Expires:** \_\_\_\_\_

Text contributed by Thom Morrow, Edited for spelling by Kay D'Azzo