

THIS DOCUMENT WAS PREPARED BY
AND RETURN TO:
John E. Conley
50 S. Belcher Rd., Suite 123
Clearwater, Florida 33765

CERTIFICATE OF AMENDMENT

OF

AMBERLEA HOMEOWNER'S ASSOCIATION, INC.

RESTRICTIONS

WHEREAS, the original Restrictions of Amberlea Homeowner's Association, Inc., a Florida corporation not for profit, was recorded on August 20, 1971 at Official Record Book 3606, Page 773, of the Public Records of Pinellas County, Florida ("Restrictions"), and

WHEREAS, this is an Amendment, and

WHEREAS, the Board of Directors voted to approve the amendments at a Board meeting on May 16, 2005, and otherwise voted to integrate all of these provisions into a single instrument, and

WHEREAS, the amendment was approved by not less than a majority of all of the owners at a Membership Meeting of the Members held on June 29, 2005 at 7:00 P.M.

NOW THEREFORE, AMBERLEA HOMEOWNER'S ASSOCIATION, INC., does hereby amend the Restrictions, for the purpose of integrating all of the provisions of the Restrictions, together with and previously recorded amendments, and recently adopted amendments, and does resubmit the lands described herein to the terms, covenants, conditions, easements, and restrictions hereof, which shall be covenants running with the property and binding on all existing and future owners and all others having an interest in the lands or occupying or using the property.

The Board of Directors of Amberlea Homeowner's Association, Inc., does hereby certify the accuracy of the recitals herein and execute this Amendment of the Restrictions on December 8, 2005.

AMBERLEA HOMEOWNER'S ASSOCIATION, INC.

By: Lilly F. Eckman-Beltz
Lilly F. Eckman-Beltz, President

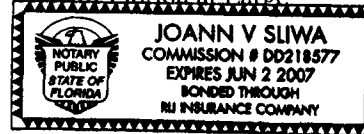
Attest: Despina Pappas
Despina Pappas, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

Sworn to or affirmed and signed before me on this 8th day of December, 2005, by Lilly F. Eckman-Beltz, President, of Amberlea Homeowner's Association, Inc., a Florida corporation not for profit, who is personally known to me, or who produced _____ identification.

Joann V. Sliva
Notary Public - State of Florida at Large

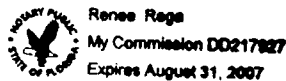


STATE OF FLORIDA

COUNTY OF PINELLAS

Sworn to or affirmed and signed before me on this 8th day of Dec., 2005, by Despina Pappas, Secretary, of Amberlea Homeowner's Association, Inc., a Florida corporation not for profit, who is personally known to me or who produced License of FL identification.

Renee Rega
Notary Public - State of Florida at Large



FIRST AMENDMENT TO RESTRICTIONS OF AMBERLEA
Amberlea, Dunedin, Florida

As recorded in Official Record Book 3606, Pages 773-775 (Plat Book 67, Page 23); Official Record Book 3744, Pages 922-924 (Plat Book 69, Page 7); Official Record Book 3991, Pages 1035-1037 (Plat Book 70, Page 52) and Official Record Book 4021, Pages 359-361 (Plat Book 70, Page 84), respectively, in the Public Records of Pinellas County, Florida.

KNOW ALL MEN BY THESE PRESENTS that the Owners of the properties in the subdivision known as Amberlea, who are members of the Amberlea Homeowner's Association, Inc., the governing entity formed by Rutenberg Homes, Inc., referred to as the "Developer" and owner in fee simple in the original Restrictions of Units 1, 2, 3, and 4 as recorded in Official Record Book 3606, Pages 773-775 (Plat Book 67, Page 23); Official Record Book 3744, Pages 922-924 (Plat Book 69, Page 7); Official Record Book 3991, Pages 1035-1037 (Plat Book 70, Page 52) and Official Record Book 4021, Pages 359-361 (Plat Book 70, Page 84), respectively, in the Public Records of Pinellas County, Florida, do hereby declare that the said subdivision's covenants and restrictions are hereby consolidated by this Amendment and that all properties in this subdivision are subject to these restrictions as follows:

1. These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.
2. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any parcel of the same other than one detached, single-family dwelling not to exceed two stories in height and a private 2-car garage, said garage to be attached and a part of the main structure.
3. No dwelling shall be erected on a land area of less than six thousand (6000) square feet.
4. No dwelling shall have a ground floor square foot area of less than one thousand fifty (1,050) square feet for two bedroom houses and not less than one thousand three hundred (1300) square feet for three or four bedroom houses, exclusive of screened area, open porches, terraces, patios, private garages and servants' quarters or rooms. All houses shall have at least two inside baths.
5. No structure shall be erected nearer than (25) twenty five feet to the front lot line. No structure shall be erected nearer than (7 1/2) feet to any interior side lot line. No structure shall be erected nearer than 20 feet to any rear lot line. No structure shall be erected nearer than (25) twenty five feet to any side street line. (Roof overhangs shall not project more than 3' -0" into set-backs.)

6. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on said plat filed in the Public Records of Pinellas County, Florida, are hereby reserved.

7. No trailer, shack, garage, barn or other building shall, at any time, be erected and used as a residence or other occupancy temporarily or permanently in the tract nor shall any residence or other occupancy of a temporary character be permitted. No structure of any kind shall be moved onto any part of the above-described land except temporary buildings used by contractors in connection with construction work.

8. Prior to start of construction, builder will submit two copies of complete building plans, including a plot plan and a grading plan to the developer for the purpose of insuring that the homes will preserve a uniformly high standard of construction. No structure or fences shall be erected on any building lot in this subdivision until such plans are approved by the developer in writing. Refusal of approval of plans may be based on any ground including purely aesthetic grounds which in the sole and uncontrolled discretion of the developer shall be deemed sufficient.

9. The developer shall have the right and authority to approve exceptions or variations from these restrictions without the notice or liability to owners of other lots, or any persons or authority whatsoever.

10. 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 any annoyance or nuisance to the neighborhood.

11. No servants' quarters or rooms may be erected on any lot, except where said servants' quarters or servants' rooms are attached to the main structure or to the attached garage.

12. No animals, livestock, or any poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs and other household pets may be kept, and then, no more than 2, provided they are not kept, bred, or maintained for any commercial purposes.

13. No vehicles shall be parked on any part of this property except on paved streets and paved driveways. No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. No vehicles shall be left on property that is inoperative.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, properly concealed from public view.

15. Every person, firm or corporation purchasing a lot in said subdivision shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm, or corporation, to have agreed to abide by the provisions herein contained, and to do and perform, all affirmative acts required herein.

Every person, firm or corporation purchasing a lot in Amberlea recognizes that the developer has the right to maintain such furnished model homes open to the public for inspection seven days per week for such hours as are deemed necessary and practical until all of the lots in the entire development have been sold.

16. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyances subsequently executed and shall be binding on all parties and

all persons claiming under them until January 1, 2035, at which time said covenants and restrictions shall terminate pursuant to law, unless the legal owners of at least seventy-five (75) percent of the lots shall elect to continue all or part of them for a period to be determined by said owners, and shall establish this intention by a properly executed instrument in writing, which shall be recorded in the place and in the manner provided for at that time.

17. If any person, firm, or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants, or restrictions before January 1, 2020, or any extension in writing thereof, it shall be lawful for any other person or persons owning any part or parcel of any above-described land to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

19. All dwellings must be of masonry or frame construction or a combination thereof, and roofs shall be tile, concrete tile, asphalt, asbestos, slate or concrete slab. No flat deck or built up roof shall exceed 25% of the total roof area, unless the plans and specifications of said roof are approved by the Architectural Control Committee prior to the beginning of construction.

20. To assure the continuance of care and maintenance necessary for Amberlea entrance parkway and landscaping, to exercise continued enforcement of these restrictions for Amberlea after such time as all of the lots in Amberlea have been sold, and to represent the residents of Amberlea in all matters of concern to the community, there will be organized by the developer a non-profit association to be known as the Amberlea Association. This Association will be organized as such time as ninety-five percent (95%) of the lots have been sold in Amberlea.

21. Fencing will be permitted but to be no higher than four (4) feet and not to extend beyond the front corner of the house or garage. It must otherwise conform to the specifications of the City of Dunedin for residential purposes.

22. No clothes lines shall be installed so as to be visible from the street in front of the residence.

23. This association, upon completion of sale of all lots in Amberlea by the developer, shall assume and possess all of the power and privileges heretofore reserved to the developer and all of its rights for the enforcement of the restrictions herein provided, including the right of an approval of plans for residential property and the right to exercise any or all of said powers, to the same extent as was reserved to the developer.

24. Boats and/or trailers shall be properly concealed from public view.

25. These restrictions may be amended at any time by a sixty-six and two-thirds percent (66-2/3%) vote of the membership at a duly-called membership meeting with a quorum present in person or by proxy.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by its duly authorized officers, and has executed the same individually on this 27th day of Sept., 2005.

AMBERLEA HOMEOWNER'S ASSOCIATION, INC.

By: Lily F. Eckman-Beltz
President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 27th day of Sept., 2005, before me personally appeared Lily Eckman-Beltz, President of Amberlea Homeowner's Association, Inc., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing restrictions and severally acknowledged the execution thereof, to be her free act and deed as such officer, for the uses and purposes therein mentioned; and that she affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Joann V. Sliva
Notary Public State of Florida at Large

