

**HARBOR BLUFFS OWNERS ASSOCIATION, INC.  
2985 WEST BAY DRIVE  
BELLEAIR BLUFFS, FLORIDA 34640**

**COVENANTS AND RESTRICTIONS OF  
HARBOR BLUFFS, PINELLAS COUNTY, FLORIDA**

W I T N E S S E T H

WHEREAS Harbor Bluffs consists of a series of plats recorded among the Official Records of Pinellas County, Florida.

WHEREAS a Declaration of Covenants and Restrictions for Harbor Bluffs was originally recorded at Official Records Book 8 at Page 198 and subsequently amended at Book 917 at Page 698, Book 1260 at Page 480, Book 1296 at Page 699, Book 3183 at Page 64, Book 4545 at Page 986, Book 5276 at Page 668 and Book 8124 at Page 290 of the Official Records of Pinellas County, Florida.

WHEREAS the members have determined to modify, compile and revise the provisions of the Declaration so as to have one complete set of restrictions, updated and brought into the "State of the Art"; and

WHEREAS certain changes are necessary in order to clarify the enforceability thereof;

NOWHEREFORE the provisions of the Amended Declaration of Covenants and Restrictions of Harbor Bluffs, Pinellas County, Florida are hereby amended to read as follows:

**HARBOR BLUFFS OWNERS' ASSOCIATION, INC.:**

Harbor Bluffs Owners' Association, Inc., (the "Association") is the Florida corporation not-for-profit formed for the purpose of operating and administrating the properties subject to this Declaration. All persons, natural or otherwise who become record owners of Lots subject to this Declaration shall be members of the Association. Voting rights shall be set forth in the By-Laws. The Association by and through its Board of Directors shall have the authority to make and amend reasonable rules and regulations governing the use of the Lots and property subject to this Declaration.

1. **LAND USAGE AND RELATED RESTRICTIONS**

All parcels or plots of and in Harbor Bluffs shall be used for residential purposes except those areas that are designated in the original plat of Harbor Bluffs as "Community Use" property. Not more than one dwelling shall be erected upon any one plot or parcel. Boarding houses, day care centers, adult care facilities, rehabilitation homes, congregate living facilities and any other form(s) of occupancy for consideration including rentals other than those allowed herein are strictly prohibited.

2. **SUBDIVISION OF LOTS**

Lots may not be subdivided or reduced nor may more than one dwelling house be placed on a Lot. Lots or parts of lots may be combined into a single parcel and, for the purpose of assessment, be considered a single lot.

3. **BUILDING AND PLANNING COMMITTEE:**

The Board shall have the authority to appoint a Building and Planning Committee (B & P Committee) consisting of not less than three (3) Directors. Members of the Building and Planning Committee shall serve at the pleasure and discretion of the Board.

(A) No exterior improvement or structure of any kind, including without limitation any building, wall, fence, swimming pool, tennis court, screen enclosure, change in elevation, or any other alteration, addition, modification or change to any such improvement or structure, shall be made upon a lot without the prior written approval of the Building and Planning Committee.

(B) Three Complete sets of permissible plans along with signed documents by the architect, designer, engineer, builder or home owner and specifications for proposed exterior construction shall be submitted to the B&P Committee for its review and no foundation shall be poured or constructed, nor shall any work commence without the prior written approval of the B&P Committee. Such plans and specifications shall include,

as appropriate, the proposed location, grade, elevations, and materials to be used. The B&P Committee may also require the submission of additional information and materials as may be reasonably necessary for the B&P Committee to evaluate the proposed construction, or alteration. The B&P Committee shall have the right to refuse to approve any proposed plans or specifications in its sole discretion that are not in compliance with these Covenants and Restrictions. The Committee shall also reserve the right to refuse to approve any proposed plans that are not only not in compliance with the Covenants and Restrictions, but are not submitted in accordance with the policies and procedures adopted by the Board.

- (C) Any and all approvals or disapproval's of the B&P Committee shall be in writing and shall be delivered to the respective Lot Owner within ten (10) business days after submission of the plans, documents and specifications to the B&P Committee. In the event the B&P Committee cannot approve or disapprove in writing, within the ten business day time frame, the owner will be so notified in writing and advised of the reason.
- (D) Where approvals are given, owners will not be required to undertake such construction. However, in the event construction is commenced, which is defined as delivery of materials to a Lot or commencement of work in furtherance of the approved construction, the following terms must be complied with: All construction shall be completed according to approved plans within twelve (12) months after approval is given. The Board shall have the authority to grant hardship extensions to this time limit. In the event that construction is incomplete after said period, except where a hardship extension is granted, the Association shall have the authority to bring an action against the owner of the Lot for a violation of this provision and seek such relief as may be necessary in order to require completion of the improvements or to enter upon the Lot and complete said improvements according to the plans filed. In such case, the monies expended by the Association shall become a lien which may be foreclosed in the manner described herein for non-payment of assessment.

4. **STRUCTURE HEIGHT RESTRICTIONS**

No non-waterfront structure shall be more than two stories in height above grade. In the case of waterfront lots, no structure shall be more than two stories above the permissible FEMA elevation. No structure shall contain more than two (2) stories of permissible living area and in any event must meet criteria contained herein. Any and all stilt homes must have the lowest level enclosed or screened from sight. The Board shall have the authority to consider, on lot by lot basis, a variation of these requirements.

5. **ROOFS AND ROOFING MATERIAL**

No tar and gravel roofs will be permitted on new construction. Existing tar and gravel roofs may be repaired or replaced as necessary with the prior written approval of the B&P Committee. Roof materials shall be clay tile or integral color concrete tile, cedar or wood shakes, single ply membrane, dimensional fiberglass or asphalt shingles, tile, tin or copper. Other roofing material will be considered on a case by case basis as technology improves and new products become available. The solar water heating panels for pools or domestic hot water use shall be reviewed on an individual basis and, if approved by the Building and Planning Committee shall not be visible to the street on which the house fronts. Corner lots will be reviewed on a case by case basis and may be exempt from this provision. The Board shall have the express authority to grant variances as provided for elsewhere in this Declaration in order to accommodate the needs of the irregular or corner lots that due to their location cannot otherwise comply.

6. **BARRIERS**

No fences, or walls shall be installed without the prior written consent of the B&P Committee. No fence shall exceed 6 (six) feet in height, except those that are constructed on or within a building line setback provision as referred to in Exhibit "A" attached hereto. No fencing of any front yard area is allowed with the exception of properties facing Indian Rocks Road which will be considered on a case by case basis. No opaque fencing or wall in excess of four (4) feet

in height shall be allowed beyond the rear setback line (refer to Exhibit "A") on waterfront properties unless written consent is given by all adjoining property owners. The term "fence or wall" means any physical barrier that is constructed of wood, metal, masonry or other materials which impedes access to a lot or the view from an adjacent lot or lots.

**GREENWALLS/GREENBELTS:** The term "greenwall" or "greenbelt" as used herein, shall mean a barrier that comprises a mixture or cluster of natural foliage (i.e. trees, shrubs, bushes, vines, etc.) normally planted along a property line. Said greenwalls/greenbelts shall have no height restriction except as to waterfront lots. On waterfront lots, height restrictions shall be the same as those relating to fences and walls.

7. **SETBACKS**

Building setbacks are described in Exhibit "A" attached hereto and incorporated herein by reference. The Board shall have the authority to grant variances to these setback requirements for irregular lots and existing homes with peculiar and/or exceptional circumstances.

8. **BOAT HOUSES/ENCLOSED DOCKS**

Boat houses and/or enclosed docks of any sort are strictly prohibited.

9. **GARAGES**

All new construction shall be required to have a garage and shall not include a carport. In the event of the destruction of a non-conforming garage by fire, weather or other natural disaster, the owner thereof may replace it with a garage of similar type and size construction. Visible signs of garage conversion to living space is prohibited. In all cases, garage doors must be left in place and the driveway must, in all instances, run from the street to the garage doors.

10. **POOLS AND SPAS**

Swimming pools, screen enclosures and accessory structures.

- i. Above ground swimming pools shall not be permitted. Swimming pools shall not be permitted on the street side of a residence. Exceptions shall be considered on a case by case basis for corner lots. Small, plastic, non-permanent "kiddie pools" designed for and solely used by children may be placed upon a lot so long as they do not become permanently placed thereon. The Board shall have authority to determine permanency.
- ii. All pool and spa equipment shall be screened or landscaped so that it shall not be visible from any street or adjacent property.
- iii. Setback requirements for pools, pool decks and enclosures shall set forth as follows:

Waterfront properties - ten feet (10') from the rear property line without a pool enclosure. Twenty feet from the rear property line with a pool enclosure with the exception of Harbor View Lane where enclosures must be within the rear setback.

Non-waterfront properties ten (10) feet from the rear property line with or without an

enclosure.

Raised decks must be within building setbacks and in no event may any raised deck be more than four (4) feet above the grade of the lot adjacent to where the lot is raised to accommodate the raised deck and installation of the pool.

Open grade level pool decking may come within six (6) feet of the rear property line.

feet. Side setback shall be seven and one half (7.5)

from the side property line.

11. **AUXILIARY STRUCTURES**

Children's playhouses and dog houses shall be considered on a case by case basis. Tool sheds or similar structures shall be prohibited. No playhouses or dog houses shall be permitted in the front of the lot and in no case will more than one of each be allowed. No playhouses or doghouses shall be permitted forward of the front building line of the dwelling built upon the lot.

12. **DRIVEWAY MATERIAL**

Use of black top or river gravel as driveway material is prohibited in new construction or total driveway replacement. Finished, patterned concrete, bomanite, brick interlocking integral color pavers or other stone finishes are permitted. Where possible, access to corner lots shall be from the least traveled street. Only hard stabilized surfaces such as concrete will be approved. Other materials may be considered if compatible with the surroundings and do not cause drainage changes. Minimum drive-way widths shall be consistent with the needs of the garage and lot associated therewith.

13. **MAINTENANCE OF LOTS**

Each parcel or lot, whether occupied or unoccupied, shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse, debris, dead trees, shrubs and other non-living vegetation and unsightly overgrowth. All hedges, vines, shrubs and trees shall be kept trimmed and free of , debris. Ground cover shall be planted as to present a finished appearance and substantially complete coverage within 18 months after planting. Lawns shall be maintained at a height not to exceed ten (10) inches. Violations shall not exist for more than a two week consecutive period. Violations will result in the Board's ability, upon a 10 day written notice, mailed via certified mail, to contract the work done and place a lien against the property for said expense incurred to bring the property into compliance.

Maintenance of property also encompasses the maintenance of the following:

- a)Roofs: shall be kept free from excessive mildew, broken tile and maintained in a good general condition.
- b)Walls: Shall be kept free of chipped or peeling paint, it shall not be noticeably faded, mildewed, cracked, or otherwise unsightly.
- c)Exterior doors, windows, screens, shutters, awnings and lighting fixtures and mailboxes shall be maintained free from unsightly rust, breakage or disrepair.

- d) Walkways and porches/patios: shall be free from safety hazards or neglect.
- e) Fences/walls: shall be free from unsightly rot, peeling or faded paint, neglect or disrepair.
- f) Pool enclosures and any part thereof: shall be maintained free from torn screening or neglect.
- g) Pools and decking shall be free from neglect, unsanitary conditions or any possible health hazards.

In the event of a violation of any of the above provisions, the Board shall have the following options to take with regard to securing compliance with the provisions thereof. These rights shall be cumulative, and the selection of one remedy shall not be deemed to be an election of remedies or a prohibition of the ability of the Association to take other remedies contained herein.

Initial demand shall be made by the Board listing the specific violation and shall be sent to the owner(s) of the lot(s) to the address of the owners as shown on the books of the corporation. If the owners are not in residence, the original shall be sent to the owners and a copy to the occupant(s) listing the specific violations complained of and warning of further action taken hereunder if the problem is not remedied within said period.

In the event of non-compliance, the following remedies shall be available to the Board:

1) The Board may obtain good faith estimates as to the costs necessary to bring the lot into compliance with this provision and, after ten (10) days written notice is supplied, enclosing a copy of the invoices or bids received, the Association may move forward with an action in court for damages to enforce collection of the sums necessary to restore the lot to proper condition and obtain a court order authorizing entry. The value of the work performed shall become a lien upon the lot and may be foreclosed in the manner described elsewhere for delinquent payments to the Association.

2) The Board may bring an action for injunctive relief without resorting to entry upon the lot or obtaining bids.



In the event legal action is necessary under the provisions hereof, the prevailing party shall be entitled to recover its attorney fees and costs from the non-prevailing party.

Any owner who believes that a violation of these covenants and restrictions is occurring, may give notice of this fact to the Association in the form of a written statement or complaint. If the Board of Directors of the Association determines that there is probable cause to believe that a parcel is in violation of these covenants and restrictions, a notice will be mailed by certified mail, to the parcel owner giving notice of such violation and requesting the owner or his agent to forthwith take action to remove the violation within **ten (10) days**, or the Association may take legal or other action to enforce compliance with these covenants and restrictions.

14. **VEHICLE RESTRICTIONS**

Passenger automobiles, station wagons and passenger vans, pick up trucks which are not commercial vehicles and sport/utility vehicles are the only vehicles which may be parked or stored upon a lot or in a garage, except as otherwise provided herein. The Board shall have the authority to promulgate rules defining the vehicles allowed and prohibited herein.

Recreational vehicles, travel trailers, motor homes, unlicensed or disabled vehicles must be parked within a garage at all times except in the case of recreational vehicles, travel trailers and motor homes which may be parked outside of a garage when loading or unloading up to a maximum of two (2) days in any month. Commercial trucks, buses, taxi cabs or commercial vehicles may not be parked on a lot except when in use by vendors or service people performing service to the residents of a lot or when parked in an enclosed garage. One (1) boat and/or boat trailer may be parked or stored upon the lot or in the dwelling structure located thereon. Said boat and/or trailer shall be stored in the garage or on the side, behind the front house line. The Board shall have the authority to define any vehicle described herein, and the decision of the Board shall be binding and final.

The term "commercial vehicle" shall mean and be defined as all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, tools, construction material, racks for carrying construction material or otherwise indicates a commercial use.

15. **SIGNS**

Signs. Signs shall not exceed 24" x 36". No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

- (i) A sign indicating that a lot is "For Sale" or "For Rent" shall be allowed, not to exceed twenty-four inches by thirty-six inches (24" x 36") in size and shall be limited to no more than one sign per Lot with the exception of waterfront lots which shall be permitted to have 2 signs - one on the water side and one on the street side.
- (ii) A sign indicating "open house" and directional signs for the "open house" shall be allowed to be placed upon a lot and on the community property during the time the dwelling is open for inspection by the public. Said signs may not remain up past sundown.
- (iii) Garage sale signs and directional signs are permitted and must be removed no later than sundown each day of the sale.
- (iv) Advertising signs placed during construction or remodeling may be placed upon a lot. They must be placed on the lot while work is being done and must be removed not more than two (2) weeks after completion of the work. This does not include the Harbor Bluffs Association, Inc. notice board.
- (v) Small security and other related signs (i.e. beware of dog, pool signs, etc) may be permitted within the setbacks. Signs may not exceed 12 inches x 12 inches in size and must be maintained in good repair. In no event may there be more than three

(3) such signs displayed on any one property as seen from the front entrance.

16. **BUSINESS AND OTHER RELATED USES**

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

17. **PETS**

Dogs and cats shall be regulated under Pinellas County ordinances and any complaints or violations shall be referred to Animal Control or the appropriate County agency. Livestock, including, but not limited to, pigs, cattle or poultry are prohibited. Exotic pets and birds must be kept within a dwelling.

18. **GARAGE/ESTATE SALES**

Garage sales and or Estate sales are permitted (**two** per year per lot for a maximum of three days each) and must be registered with the Association office in advance.

19. **ROADWAYS**

All street and roads in Harbor Bluffs have become a part of the Pinellas County Highway System. Roadway maintenance is provided by Pinellas County.

20. **COMMUNITY USE PROPERTY**

The Developer has set apart and reserved for the uses hereinafter specified and for the common use and enjoyment of all the owners of parcels or lots in the property hereinbefore described such portions designated upon said maps as "Community Use Property", which shall be for the common use of owners of a lot in Harbor Bluffs. All such areas so set apart shall be used as a place of common resort by all residential property owners, and shall, under the supervision and management of the Association, be maintained in such manner and with such improvements, structures, equipment and facilities as, in the opinion of the Association, are feasible and will add to the beneficial use and enjoyment thereof by all owners of the residential property described herein.

21. **RIGHTS OF ASSOCIATION AND COMMUNITY USE PROPERTY**

The Developer has conveyed to the Association and the Association has accepted the conveyance of all of the rights, title and interest of the Developer in and to such portions of the property reserved as "Community Use Property", the easement and rights-of-way, and such property has been set apart for the benefit and enjoyment of the owners of residential property in Harbor Bluffs and shown on the map as "Community Use Property". Each and every owner of residential property in Harbor Bluffs shall have only such rights in or over such property as may be enjoyed by all other residential owners by virtue of membership in the Association.

22. **RIGHTS OF ASSOCIATION TO ENFORCE COVENANTS**

The Association, having been duly organized, has assumed and does solely possess all of the powers and privileges heretofore reserved to the Developer, and all of the Developer's rights for the enforcement of the covenants herein provided, including the right of approval of plans for residential property, and the right to exercise any or all said powers, whether affirmative or negative, to the same extent as was reserved to the Developer.

23. **BUDGET AND ASSESSMENTS**

The owners of each of the parcels or lots constituting the residence premises herein described, agree to, and shall pay to the Association an annual charge or assessment, the

amount thereof to be fixed and determined by the Board of Directors of said Association in the following manner:

The Board of Directors shall prepare or cause to be prepared a proposed budget and proposed assessment rate per lot. The aforesaid budget shall be mailed to the membership at least twenty (20) days before the annual membership meeting, At the annual membership meeting, all members shall be heard with respect to any items contained in said proposed budget and proposed rate per lot. Thereafter, the Board of Directors shall consider and by resolution adopt such budget and such assessment rate per lot, as in their judgment, will be in the best interest of all the residents of Harbor Bluffs. Such assessment shall become a charge against each parcel assessed and shall be due and payable as of January 1st, following adoption of the assessment by the Board of Directors.

Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above-stated interest, the Association shall charge an administrative late fee in the amount of \$25.00 or five percent of the amount due, whichever is greater, per month that account remains delinquent. All payments on account shall be first applied to interest, then to any administrative late fee, then to costs and reasonable attorney fees incurred in collection and then to the assessment. The Association has a lien on each Lot for any unpaid assessments or installments thereof together with interest, late fees and reasonable attorney fees incurred by the Association incident to the collection of the assessment or enforcement of the lien whether suit is brought or not. The lien is effective from and shall relate back to the recording of this Declaration of Covenants at Book 917 at Page 698 of the Official Records of Pinellas County, Florida and shall be superior to any homestead status. However, as to priority regarding Mortgagees of record, the lien is effective as of the date of recording of Claim of Lien in the Public Records of Pinellas County, Florida. The Claim of Lien shall secure (whether or not stated therein) all unpaid assessments, interest, costs and attorney fees which are due and which may accrue subsequent to the recording to the Claim of Lien and prior to the entry of the Final Judgment of Foreclosure. Upon payment, the person making payment is entitled to a Satisfaction of the Lien in recordable form. The Association may bring an action in its name to foreclose

a lien for unpaid assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any Claim of Lien.

The Owner of a Lot, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while that person is the Owner of the Lot. In the case of a voluntary conveyance, the Grantee is jointly and severally liable with the Grantor for all unpaid assessments against the Grantor for the share of the assessments up to the time of the conveyance, without prejudice to any right the Grantee may have to recover from the Grantor the amounts paid by the Grantee.

The purpose of such charges and assessments shall include, but not be limited to the following:

Street lighting, garbage and trash disposal, maintaining office facilities and personnel, insurance, mowing, cleaning and guarding the common property and areas, improving and maintaining places of common resort for the common use of residential property owners, planting of trees, shrubbery, and generally maintaining and beautifying the park area and common property, and in the exercise of all necessary powers incidental to those conferred upon it by this declaration.

In the event that the annual assessment proves to be insufficient, the Board may, upon thirty (30) days notice to the membership, increase the budget or levy a special assessment payable as determined in the discretion of the Board.

#### 24. **CAPITAL IMPROVEMENTS AND ALTERATIONS**

Material alterations or substantial additions to the Community Use Property may be undertaken by the Board through the levying of a special assessment. If any such alteration or improvement exceeds the cost of Five Thousand and 00/100 (\$5,000.00) Dollars, the consent of a majority of the voting interests of the Association present, in person or by proxy, at a duly called meeting of the Association at which a quorum is present.

#### 25. **ENFORCEMENT/DISPUTE RESOLUTION**

In the event that the owners of any of the property to which these covenants are applicable, or their grantees or successors in interest, shall violate or attempt to violate any of the provisions of this declaration, the Association, or the owner of any residence parcel in Harbor Bluffs, individually or jointly, is and are hereby authorized and empowered to bring any action or proceeding which it, he, she, or they may deem to be advisable in order to enjoin the doing of any act, abate the use of any part of the said property, or remove any structure or thing which may violate the provisions of this declaration, providing, however, that the failure of the Association, or any property owner, to institute proceedings for the violation of any of these covenants shall not be construed as a waiver of any of the rights and privileges hereby granted. Enforcement procedures shall, at all times, comply with Florida Statutes as they may exist at that time.

The initial means of dispute resolution shall be mediation except as otherwise specified herein. If a dispute cannot be settled satisfactorily at mediation, the case shall then be subject to binding arbitration under the rules of the American Arbitration Association.

In the event of enforcement actions contemplated hereunder between the Association and/or parcel owners to enforce these covenants and restrictions, the prevailing party shall be entitled to receive costs and attorney's fees.

26. **SEPARABILITY OF COVENANTS**

In the event that any section, clause or provision of this declaration shall, by a competent court, be held to be invalid or ineffective in whole or in part, this declaration shall nevertheless, and to the extent that it is not so held to be invalid or ineffective, be otherwise, valid and enforceable and no other section, clause or provision thereof shall, on account of such determination be deemed invalid or ineffectual.

27. **AMENDMENT OF COVENANTS**

This Declaration may be amended at any time by the written consent of Lot owners constituting at least a majority of the Lots subject to this Declaration. Any

amendment proposed must be in writing. All amendments shall be recorded among the Public Records with a Certificate executed by the Association indicating that proper consents were obtained.

28. **VARIANCES**

The overall intent of the covenants is to protect and preserve the lifestyle, harmony and property values within Harbor Bluffs. Balancing strict application of the provisions of this Declaration, might result in practical difficulties and unnecessary hardships. The Board shall have the authority to consider and approve of variances hereto. In granting any variance, the Board may prescribe appropriate conditions and safeguards. The following considerations shall be incorporated into any such decision to grant or withhold a variance.

- A. The grant will not adversely affect the interest of the membership. The burden shall be on the applicant to demonstrate that the variance is not adverse to the interests of the membership.
- B. Special conditions and circumstances exist which are peculiar to the lot, structure or building involved and which are not applicable to other lots, structures or buildings subject to the Declaration. That the special conditions and circumstances do not result from the actions of the applicant.
- C. That granting the variance will not confer upon the applicant any special privilege that is denied by the Declaration to other lots, buildings or structures subject to the Declaration.
- D. That literal interpretation of the provisions of the Declaration would deprive the applicant of rights commonly enjoyed by other lots subject to the Declaration under the terms of the Declaration and would work unnecessary and undue hardship on the applicant.
- E. That a variance, if granted, is the minimum variance that will make possible the reasonable use of the lot. That the grant of the variance will be in harmony with the general intent and purpose of the Declaration and



that such variance will not be injurious to the area involved or otherwise detrimental to the members of the Association.

"Unnecessary hardship" as used herein must be unique to the lot involved and not general in character. The Board may consider the size, shape and grade of the lot.

- F. Where the Board approves or denies a variance, it must specifically state, in writing, the reasons for granting or denying the variance.

29. **Miscellaneous:**

It is the intention of this document to be liberally construed in order to give it full force and effect. Its provisions shall not be construed most strictly against the Association, but rather shall be interpreted so as to give its provisions full meaning and maximum protection of property values. The captions used herein are for convenience only and shall not be used for interpretation of the paragraphs hereof.

In order to clarify the terms contained herein, the following definitions shall apply:

- a. "Association" shall mean Harbor Bluffs Owners Association, Inc., a Florida corporation not-for-profit and formed for the purpose of enforcing the provisions of this Declaration of Covenants and Restrictions.
- b. "Dwelling" and "Dwelling House" shall mean and be defined as the residence and permanent air conditioned structures built upon the lots subject to this Declaration.
- c. "Lot" shall mean and be defined as a lot shown on the various Plats of Harbor Bluffs as recorded among the Official Records of Pinellas County, Florida.
- D. "Grandfathering". Any approved man made structure in existence as of the effective date of this provision shall be permitted to remain until it is altered, improved modified or removed. Maintenance and upkeep of the

structure shall not be considered an alteration, improvement or modification.

Unapproved structures remain subject to removal.

Greenwalls, greenbelts and other plantings in excess of the permissible height are not grandfathered under this provision.

alter "Man made structure" shall refer to all other fixtures, installations or improvements placed upon a lot which alter the appearance thereof.

IN WITNESS WHEREOF, the members have approved of this amended and restated Declaration of Covenants and Restrictions of Harbor Bluffs, Pinellas County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, pursuant to the provisions of this Declaration relating to amendment.

**Exhibit 'A'**

**Harbor Bluffs Setbacks**

For the purpose of determining setbacks, corner parcels (except for parcel U-10 as noted below) are considered as fronting on the street upon which the parcel has its smallest dimension. The street does not always correspond to the street in the address for the parcel. Building eaves are not included in determining the setback requirements.

Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker Gurley, P.A.  
2653 McCormick Drive  
Clearwater, Florida 33759

CERTIFICATE OF AMENDMENT TO THE DECLARATION  
OF COVENANTS AND RESTRICTIONS OF  
HARBOR BLUFFS, PINELLAS COUNTY, FLORIDA

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Covenants and Restrictions of Harbor Bluffs, Pinellas County, Florida, was amended at a duly called meeting of the members of Harbor Bluffs Owners' Association, Inc., on September 12, 2022. The adopted amendments are attached hereto. The Declaration of Covenants and Restrictions of Harbor Bluffs, Pinellas County, Florida was originally recorded in Official Records Book 8, Page 198, et seq., and thereafter amended and restated in Official Records Book 6606, Page 1442, et seq., in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, Harbor Bluffs Owners' Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 21 day of February, 2023.

[Signature]  
(Signature of Witness #1)  
Tran Bo  
(Printed Name of Witness #1)  
[Signature]  
(Signature of Witness #2)  
Kristen L Veit  
(Printed Name of Witness #2)

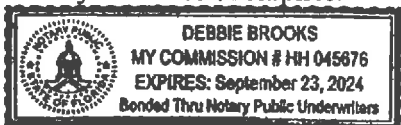
HARBOR BLUFFS OWNERS' ASSOCIATION, INC.

By: [Signature]  
(Signature)  
Lee-Elle Curry  
(Printed Name and Title)

STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21st day of FEBRUARY, 2023, by Lee-Elle Curry, as PRESIDENT of Harbor Bluffs Owners' Association, Inc., on behalf of the corporation, and  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:



[Signature]  
NOTARY PUBLIC - State of Florida at Large

ADOPTED AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF HARBOR BLUFFS, PINELLAS COUNTY, FLORIDA

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The following are adopted amendments to the Declaration of Covenants and Restrictions of Harbor Bluffs, Pinellas County, Florida recorded in Official Records Book 6606, Pages 1442 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended. The original Declaration of Covenants and Restrictions of Harbor Bluffs was recorded in Pinellas County Official Records Book 8, Pages 198 et seq.

NOTE: New wording is underlined; deleted wording is ~~stricken through~~, and \*\*\* indicates omitted text.

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Section 1 of the Declaration of Covenants and Restrictions for Harbor Bluffs is hereby amended to read as follows:

1. LAND USAGE AND RELATED RESTRICTIONS

All parcels or plots of land in Harbor Bluffs shall be used for residential purposes except those areas that are designated in the original plat of Harbor Bluffs as "Community Use" property. No more than one dwelling shall be erected upon any one plot or parcel. Boarding houses, day care centers, adult care facilities, rehabilitation homes, congregate living facilities and any other form(s) of occupancy for consideration, including rental other than those allowed herein are strictly prohibited.

- (a) All leases shall be for a minimum term of twelve (12) months. Vacation rentals (including, but without limitation, any rentals and/or advertising though Airbnb, VRBO, etc.) are strictly prohibited. No online marketing or advertising for the lease of a dwelling may list availability of the dwelling for a period of less than the required minimum lease term.
  - (b) No individual rooms may be rented for any purpose. This restriction specifically includes licensing a dwelling or portion of a dwelling for temporary occupancy, regardless of whether or not the owner is residing in the dwelling at the time of the licensed occupancy.
  - (c) All dwellings must be occupied as a single family residence. A single family shall include persons who are all related by blood, marriage, legal adoption or fostering; or no more than two unrelated persons living and cooking together as a single housekeeping unit.
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Section 11 of the Declaration of Covenants and Restrictions for Harbor Bluffs is amended to read as follows:

11. AUXILLARY STRUCTURES

Children's playhouses, ~~and~~ dog houses, and sheds shall be considered on a case by case basis, and must be approved in writing by the Association prior to installation. ~~Foot sheds or similar structures shall be prohibited.~~ In no instance may a shed exceed 8 feet in height and 10 feet in width. All such structures must be maintained so as to be visibly free from rust and peeling paint and must be neutral in color. No playhouses or dog houses or sheds shall be permitted in the front of the lot, and in no case will more than one of each be allowed. No playhouses or doghouses or sheds shall be permitted forward of the front building line of the dwelling built upon the lot.

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END OF ADOPTED AMENDMENTS