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DECLARATION OF RESTRICTIONS:

LAKE ST. GEORGE

THIS DOCUMENT is the "DECLARATION OF RESTRICTIONS: LAKE ST. GEORGE," made this 26 day of July, 1978, by WOODMERE JACKSONVILLE, INC., a Florida corporation ("Owner"), joined by LEVITT LAND INCORPORATED, a Delaware corporation ("Levitt") and WITNESSES:

PART I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Association" means LSG Community Association, Inc., a Florida corporation not for profit, organized, or to be organized, under Chapter 617, Florida Statutes (1977). The Association is a "Homeowners Association", as defined below.

Section 2. "Developer" means each person who acquires any interest in any portion of the Riparian Lands for Development, and any such person's successors in interest for such purpose. Levitt is a "Developer" for all purposes under this Development Declaration; and Owner may become a "Developer" if Owner from time to time undertakes Development of any portion of the Riparian Lands.

Section 3. "Development" has the same meaning as defined in Section 380.04, Florida Statutes (1977), except that the division of land into parcels for purposes of sale does not by itself constitute "Development," and also includes the offering of developed Lots for sale or lease in the ordinary course of business.

Section 4. "Homeowners Association" means any non-profit membership corporation (i) with membership limited to, and required of, those persons who collectively own an identified group of Lots, such membership to constitute a permanent appurtenance to each such Lot; and (ii) having assessment powers secured by a lien on each such Lot. The term "Homeowners Association" includes any Condominium Association or Cooperative Association, as such terms respectively are from time to time defined in Florida's Condominium Act or Cooperative Act, otherwise meeting the requirements of this Section.

Section 5. "Lake Boundary" means the waters edge of Lake St. George.

Section 6. "Lake Management" means all activities, uses, structures, equipment, improvements, and services with respect to the waters of Lake St. George that are (i) not prohibited, or are required, by Law; and (ii) necessary, convenient, or desirable for the purpose of maintaining Lake St. George in its natural condition, reasonably free from accumulations of trash, pollutants, and deleterious or destructive vegetation, organisms, creatures, fish, wildlife, and sub-

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This Instrument  
Prepared By:  
JOSEPH CASTELLO  
Attorney at Law  
P.O. Box 1102  
Tampa, Florida 33601

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CLERK CIRCUIT COURT

stances. Lake Management includes (a) all monitoring and sampling installations and activities from time to time required to determine the quality and characteristics of the waters of Lake St. George; (b) the control, removal, or eradication from and about the waters of Lake St. George of any and all organisms, creatures, fish, wildlife, vegetation, or substances that are either ecologically destructive or dangerous to human health, safety, and welfare; and (c) the introduction of beneficial organisms, creatures, fish, wildlife, vegetation, or substances into, or about, the waters of Lake St. George.

Section 7. "Lake St. George" means the natural, nonmeandered, nonnavigable waterbody situated in the East one-half of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida.

Section 8. "Law" includes any statute, ordinance, rule, regulation, order, or permit requirement from time to time applicable to the Riparian Lands, or to any activities on or about the Riparian Lands, and validly enacted, promulgated, or adopted by (i) the United States of America, or any of its agencies, officers, or instrumentalities; or (ii) the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions; or (iii) any officer, agency, or instrumentality of any such municipality or political subdivision.

Section 9. "Levitt" means Levitt Land Incorporated, a Delaware corporation, and its successors in interest for the Development of any portion of the Riparian Lands.

Section 10. "Lot" means (i) any residential subdivision lot established by a recorded plat of any portion of the Riparian Lands, or (ii) any residential Condominium Parcel created in any portion of the Riparian Lands, as such term is from time to time defined in Florida's Condominium Act, or (iii) any residential Cooperative Parcel created in any portion of the Riparian Lands, as such term from time to time is defined in Florida's Cooperative Act. A Lot also is a Riparian Parcel if it abuts the Lake Boundary.

Section 11. "Master Plan" means Owner's comprehensive plan for Development of the Riparian Lands as from time to time on file with Pinellas County.

Section 12. "Owner" means Woodmere Jacksonville, Inc., its successors and assigns.

Section 13. "Person" means any natural person or artificial entity having legal capacity.

Section 14. "Pinellas County" means Pinellas County, Florida, a political subdivision of the State of Florida, its successors and assigns.

Section 15. "Record" or "Recorded" means filed for record in the Public Records of Pinellas County, or such other place as from time to time is designated under the laws of the State of Florida for providing public notice of titles to real property in Pinellas County.

Section 16. "Riparian Lands" means the lands in Pinellas County, Florida, that are subject to this Declaration and are described as follows:

All that portion of the East one-half of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, lying beneath the waters of Lake St. George or within 100 feet of the water's edge of Lake St. George.

Section 17. "Riparian Owner" means the person or persons holding record title to any Riparian Parcel. If more than one person holds such title, all such persons are Riparian Owners, jointly and severally. Without limitation, a Homeowner's Association is a "Riparian Owner" of all Riparian Parcels owned by it for the common use and enjoyment of its members and other Entitled Users, as defined in Section 4, Part III below. A Developer also is a Riparian Owner to the extent of all Riparian Parcels from time to time owned by such Developer.

Section 18. "Riparian Parcel" means any separately owned upland portion of the Riparian Lands abutting any portion of the Lake Boundary, together with all other adjoining lands under common ownership, regardless of whether included in the description of the Riparian Lands. If a Riparian Parcel from time to time is subdivided so that any portion no longer abuts the Lake Boundary, then the nonabutting portion no longer will constitute a Riparian Parcel for any purpose under this Declaration. Similarly, if lands adjoining the Riparian Lands are severed in any manner from common ownership with Riparian Lands, such adjoining lands no longer will constitute Riparian Lands or a Riparian Parcel, or portion of a Riparian Parcel, for any purpose under this Declaration.

Section 19. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Riparian Lands," "Lake St. George," "Riparian Parcel," and "Lot," includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must," "should," and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Riparian Lands by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

## PART II: BACKGROUND AND PURPOSE

Owner owns the Riparian Lands and, together with certain adjoining lands, has prepared a comprehensive plan for their beneficial use, development, sale, and enjoyment, as set forth in the Master Plan. Owner now contemplates that portions of the Riparian Lands will be developed by Levitt and Developers other than Owner. By imposing the provisions of this Declaration, Owner and Levitt intend to assure that all development of the Riparian Lands, whether undertaken by Owner, Levitt, or any other Developer, makes adequate provision for the management, preservation, and beneficial use and enjoyment by all Riparian Owners of Lake St. George. Specifically, Levitt has formed, or will form, the Association to implement the Master Plan as to portions of the Riparian Lands and certain adjoining lands and to provide Lake Management. One or more other Homeowners Associations hereafter may be formed for similar purposes.

PART III: USE RESTRICTIONS

Section 1. Consumptive Use. Except for irrigation uses existing on the date this Declaration is recorded, no consumptive use may be made of any waters contained within Lake St. George, whether for irrigation, swimming pool supply, or otherwise. Without limitation, no pump of any nature may be installed, connected, or used to withdraw any such waters except in connection with Lake Management or when necessary to prevent flooding.

Section 2. Pollution. Except for (i) natural drainage runoff, (ii) agricultural runoff existing on the date this Declaration is recorded, (iii) storm drainage runoff meeting all requirements imposed by Law, and (iv) activities necessary, convenient, or desirable for Lake Management, no deleterious chemicals, organisms, or other substances may be drained or otherwise discharged into Lake St. George; and all Riparian Owners at all times will take all measures reasonably required to prevent any such discharge.

Section 3. Structures. No structure of any nature may be constructed, installed, or permitted to remain in or over Lake St. George except (i) such docks and piers as may from time to time be permitted by Law; or (ii) such structures as are necessary or desirable for Lake Management; or (iii) such structures as may from time to time be permitted by Law as appurtenances to or upon any Riparian Parcel owned by a Homeowners Association for the use of its members. The foregoing prohibition includes fencing or screening materials other than natural or ornamental vegetation.

Section 4. Entitled Users. Use of Lake St. George for any purpose or activity other than Lake Management is restricted to all Riparian Owners, the resident members of their respective families or households, their respective tenants, the resident household or family members of such tenants, and the social invitees of any of the foregoing; provided, however, if a Homeowners Association is a Riparian Owner, then all persons who are members in good standing of such Homeowners Association are entitled to use Lake St. George for any activity not prohibited by this Article, or by such association's rules and regulations, together with the resident members of their respective families or households, their respective tenants, the resident family or household members of such tenants, and the social invitees of any of the foregoing. Without limitation, the use of Lake St. George is extended to all Tenants of any Riparian Owner who reside on such Owner's Riparian Parcel, the resident household or family members of such tenants, and their respective social invitees. The foregoing persons are collectively called "Entitled Users" in this Declaration. In no event may the use of Lake St. George be extended to the General Public.

Section 5. Dedications. No Riparian Parcel may be used at any time hereafter so as to permit access by the general public to the waters of Lake St. George without the prior consent of all Riparian Owners; and no portion of any Riparian Parcel lying within ten feet of the water's edge of Lake St. George may be granted or dedicated for use as a public street, road, highway, right-of-way, park, or other facility that would permit such access without such consent. The foregoing will not be interpreted, construed, applied, or enforced, however, to prohibit or in any manner restrict the granting or dedication of easements and rights-of-way for public utilities, drainage, conservation, and other activities by any public or private utility or any public authority that do not include a

right of access to the waters of Lake St. George by the general public.

Section 6. Watercraft. Except as required for Lake Management, no motorized watercraft of any nature are permitted on, in, or over the waters of Lake St. George except those powered by electric motors.

Section 7. Nuisances. No use, activity, or condition is permitted in, on, or about the waters of Lake St. George or any Riparian Parcel that does, or may tend to, constitute a nuisance to any Riparian Owner; but the foregoing will not be applied to prohibit a Homeowner's Association from making any use not prohibited by Law of any Riparian Parcel owned by such Association for the common use and enjoyment of Entitled Users. No use, activity, or condition prohibited by Law is permitted in, on, or about the waters of Lake St. George or any Riparian Parcel.

Section 8. Owner's Use. Notwithstanding any provision of this Declaration to the contrary, nothing contained in this Part III will in any manner limit, restrict, or prohibit Owner from making any and all uses of Lake St. George that Owner made prior to recording this Declaration unless and until Owner becomes a Developer, it being the express intent of Owner and Levitt to permit Owner to continue to use Lake St. George and all Riparian Parcels owned by Owner to the same extent as existed prior to this Declaration until Development of Owner's Riparian Parcels is commenced. The foregoing does not, however, authorize any material expansion or alteration of the character or intensity of any such use.

#### PART IV: PROPERTY RIGHTS

Section 1. Reciprocal Easements. The waters and lake bottom of Lake St. George are hereby burdened with perpetual reciprocal easements of complete beneficial use and enjoyment by all Entitled Users for any purpose or use not prohibited by this Declaration or by Law. Such easements are for the mutual benefit of all Riparian Parcels, as they from time to time exist. No use or activity may be made of the waters or lake bottom of Lake St. George inconsistent with the easements hereby established; but nothing in this Section will prohibit the subdivision of the benefit of such easement with respect to any Riparian Parcel among any number of otherwise Entitled Users.

Section 2. Meander Lines. Unless expressly provided otherwise, the use of a meander line for any Riparian Parcel on any recorded subdivision, cooperative, or condominium plat, or other recorded instrument of conveyance, will not by itself establish a nonriparian boundary for such parcel.

Section 3. Management Easement. Owner and Levitt declare that the bottom and waters of Lake St. George at all times hereafter will be held, sold, and conveyed subject to a perpetual, non-exclusive easement for the purpose of performing all activities, maintaining all structures, and doing all other things that are reasonably necessary for the purpose of performing Lake Management. This easement is for the benefit of the Association, its agents, contractors, and employees, and all other persons from time to time authorized to perform Lake Management. Such persons also will have a reasonable right of entry onto the upland portion of each Riparian Parcel lying

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within five feet of the Lake Boundary for the purpose of performing Lake Management activities; but such right of entry must be exercised so as to cause no damage to any Riparian Parcel.

PART V: GENERAL PROVISIONS

Section 1. Effect. From and after the date this Declaration is recorded, its provisions will constitute permanent servitudes upon the Riparian Lands, and will bind Owner, Levitt, and all other persons claiming any right, title, and interest in and to any portion of the Riparian Lands by, through, or under Owner or Levitt. The benefit of the provisions of this Declaration will inure to Owner, Levitt, the Association, and all Riparian Owners; provided, however, this Declaration will terminate as to Owner (but not as to any of Owner's successors in interest with respect to any Riparian Parcel) from and after the time Owner is no longer a Riparian Owner, and Owner thereafter will have no further rights and obligations under this Declaration. Levitt (but not Levitt's successors in interest with respect to any Riparian Parcel) also will be relieved of all further liability, if any, under this Declaration from and after the time Levitt is no longer a Riparian Owner; but Levitt will be entitled to enforce the benefit of the provisions of this Declaration in its own right so long as Levitt is a member of the Association. Enforcement may be by injunction, action for damages, or other appropriate form of relief. If any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration, then that person also may recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any.

Section 2. Duration and Amendment. The provisions of this Declaration will take effect when it is recorded and will continue until June 30, 2018, whereupon its operation automatically will be extended for successive renewal periods of 10 years each, unless seventy-five percent (75%) in interest of the then Riparian Owners, determined on a front foot basis along the Lake Boundary, during the six months immediately preceding any renewal date agree by a recorded instrument to cancel, rescind, or modify its provisions, in whole or in part. Before June 30, 2018, this Declaration may be canceled, rescinded, terminated, modified, or amended only by a recorded instrument executed by ninety percent (90%) in interest, as determined on a front foot basis along the Lake Boundary, of the then Riparian Owners. Levitt or Owner, or both, also must join in the execution of such instrument if Levitt or Owner, as the case may be, is then a Riparian Owner.

Section 3. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provisions, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's and Levitt's intent of

providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Riparian Lands.

IN WITNESS WHEREOF, Owner and Levitt have executed this Declaration the date stated above.

SIGNATURES WITNESSED BY:

WOODMERE JACKSONVILLE, INC.

Joseph Castello  
Richard M. Acina  
As to Both

BY: Jack T. O'Brien  
Vice President

(CORPORATE SEAL)

Attest: John T. Hines  
Asst. Secretary

SIGNATURES WITNESSED BY:

LEVITT LAND INCORPORATED

Joseph Castello  
Richard M. Acina  
As to Both

BY: Paul M. Acina  
President

(CORPORATE SEAL)

Attest: Paul M. Acina  
Asst. Secretary



STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 26 day of July, 1978, by Jack T. O'Brien and John T. Hines, the Vice President and Asst. Secretary of WOODMERE JACKSONVILLE, INC., a Florida corporation, on behalf of the corporation.

MY COMMISSION EXPIRES:

12/1/79

Joseph Castello  
NOTARY PUBLIC  
(Affix Notarial Seal)

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 26 day of July, 1978, by Jan Krinsky and Paul M. Acina, the Vice President and Asst. Secretary of LEVITT LAND INCORPORATED, a Delaware corporation, on behalf of the corporation.

MY COMMISSION EXPIRES:

12/1/79

Joseph Castello  
NOTARY PUBLIC  
(Affix Notarial Seal)

JWC/ea 6-29-78

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