

FIFTH AMENDMENT TO MASTER DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PLACIDO BAYOU

(Designating Neighborhood C-1)

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENT FOR PLACIDO BAYOU (the "Fifth Amendment") is made this 130 day of April, 1988, by FASHION CRAFT HOMES NO. 1, a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. Pursuant to the provisions of Article XII, Section 4(b) of the Master Declaration, the Developer desires to amend the Master Declaration to accommodate an alternate plan for development of a portion of the Real Property by creating an additional Neighborhood within Tract 3 to be known as Neighborhood C-1.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.
2. Neighborhood C-1, to be known as Cluster Homes II, a condominium, is hereby created upon that portion of Tract 3, Placido Bayou Unit 1, as recorded in Plat Book 88, Pages 2 through 5 inclusive, Public Records of Pinellas County, Florida, more specifically described on Exhibit "A" hereto.
3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

Michael Spivey  
Barbara R. Cecil

FASHION CRAFT HOMES, INC., a Florida corporation  
By: Walter I. Larson, its President



This instrument is subject to the provisions of the Florida

100 South ...  
St. Petersburg, Florida 33701

PLCDONC-1

RETURN TO  
Fisher & Sauls,  
ST. PETERSBURG, FLORIDA

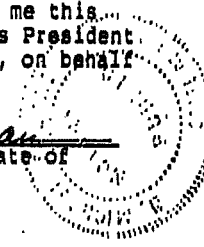
JUN 6 1988  
CLERK OF THE COURT  
PINELLAS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of April, 1988, by WALTER I. LARSON, as President of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

W. Michael Spear  
Notary Public - State of  
Florida



Attachments:

Exhibit "A" - Description of Neighborhood C-1 (Cluster Homes II)

## LEGAL DESCRIPTION

That portion of Tract 3, PLACIDO BAYOU UNIT 1, as recorded in Plat Book 88, Pages 2 - 5 inclusive, Public Records of Pinellas County, Florida, and being further described as follows:

From the Northeast corner of said Tract 3 for a Point of Beginning; thence along the Easterly boundary thereof by the following four (4) courses:

1. S.01°20'00"E., 307.38 feet;
2. S.88°40'00"W., 18.38 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 70.00 feet, Arc 109.95 feet, Chord S.43°39'59"W., 98.99 feet;
4. S.01°20'00"E., 161.21 feet to a point of curve;

thence continue along the Southerly boundary of said tract by the following seven (7) courses:

1. along the arc of a curve to the Right, Radius 25.00 feet, Arc 39.27 feet, Chord S.43°40'00"W., 35.36 feet to a Point of Tangency;
2. S.88°40'00"W., 100.26 feet to a Point of Curve;
3. along the arc of a curve to the Left, Radius 15.00 feet, Arc 12.28 feet, Chord S.65°13'09"W., 11.94 feet to a Point of Reverse Curve;
4. along the arc of a curve to the Right, Radius 15.00 feet, Arc 12.28 feet, Chord S.65°13'09"W., 11.94 feet to a Point of Tangency;
5. S.88°40'00"W., 78.00 feet to a Point of Curve;
6. along the arc of a curve to the Right, Radius 15.00 feet, Arc 23.56 feet, Chord N.46°20'00"W., 21.21 feet to a Point of Tangency;
7. N.01°20'00"W., 11.08 feet;

thence continue N.01°20'00"W., 97.51 feet; thence N.61°27'07"W., 20.59 feet; .. thence N.28°32'53"E., 16.00 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 5.00 feet, Arc 7.85 feet, Chord N.16°27'07"W., 7.67 feet to a Point of Tangency; thence N.61°27'07"W., 65.84 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 20.00 feet, Arc 19.36 feet, Chord N.89°10'49"W., 18.61 feet to a Point of Cusp; thence N.63°05'30"E., 6.58 feet to a Point of Curve; thence along the arc of a curve to the Left, Radius 120.00 feet; Arc 72.35 feet, Chord N.45°49'11"E., 71.26 feet to a Point of Tangency; thence N.28°32'53"E., 59.20 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 7.85 feet, Chord N.73°32'53"E., 7.07 feet to a Point of Tangency; thence S.61°27'07"E., 16.00 feet; thence N.28°32'53"E., 72.00 feet; thence N.61°27'07"W., 14.93 feet to a Point of Curve; thence along the arc of a curve to the Right, Radius 5.00 feet, Arc 10.60 feet, Chord N.00°42'30"W., 8.72 feet to a Point of Reverse Curve; thence along the arc of a curve to the Left, Radius 40.00 feet, Arc 56.75 feet, Chord N.19°21'44"E., 52.14 feet to a Point of Cusp; thence along the arc of a curve to the Left, Radius 10.00 feet, Arc 12.22 feet, Chord S.56°19'18"E., 11.47 feet to a Point of Tangency; thence N.88°40'00"E., 49.29 feet; thence N.25°18'14"E., 173.97 feet to a point on the Northerly line of the aforesaid Tract 3; thence along said line by the following two (2) courses:

1. along the arc of a curve to the Right, Concave to the South, Radius 200.00 feet, Arc 70.94 feet, Chord N.78°30'18"E., 70.57 feet to a Point of Tangency;
2. N.88°40'00"E., 60.00 feet

to the aforementioned Point of Beginning.

EXHIBIT "A"

SIXTH AMENDMENT TO MASTER DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PLACIDO BAYOU

18:20:20

\$10.50

\$10.50

\$10.50

\$0.00

THIS SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU (the "Sixth Amendment") is made this 13<sup>th</sup> day of April, 1988, by FASHION CRAFT HOMES NO. 1, a Florida corporation (the "Developer").

RECITALS

A. On September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477 et. seq., Public Records of Pinellas County, Florida, to provide for a uniform plan of development for the property described in EXHIBIT "A" to the Master Declaration (the "Real Property").

B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to the Developer by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida.

C. By inadvertent omission the Master Declaration fails to address the possibility of multiple Lots being consolidated for the purpose of constructing one Dwelling Unit on more than one Lot.

D. Pursuant to the provisions of Article XII, Section 4 of the Master Declaration, the Developer desires to amend the Master Declaration to accommodate the consolidation of Lots for the construction of one Dwelling Unit as an alternate plan for development of a portion of the Real Property, to correct the inadvertent omission and to resolve or clarify any ambiguity or conflict in the Master Declaration pertaining thereto.

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing recitals are correct.

2. The following is hereby added to the Master Declaration as Article XIV:

ARTICLE XIVCONSOLIDATION OF LOTS

Notwithstanding anything to the contrary in this Master Declaration, or in the Articles or the Bylaws, in the event multiple Lots, or portions thereof are consolidated under common ownership for the construction of one residential dwelling, the multiple Lots or portions thereof so consolidated and the residential dwelling constructed thereon shall be treated as one Dwelling Unit, Lot or Assessment Unit for all purposes including but not limited to Assessments by the Community Association or Voting Rights under the Master Declaration, the Articles and Bylaws so long as said Lots or portions thereof remains so consolidated.

PLCDOSA

THIS DOCUMENT IS A COPY  
OF THE ORIGINAL  
FILED IN THE  
ST. PETERSBURG  
COUNTY CLERK'S  
OFFICE  
ON APR 14 1988  
BY [illegible]

REC-410  
FILED IN THE  
ST. PETERSBURG P.A.  
ST. PETERSBURG BRANCH

FILED IN THE  
PINELLAS COUNTY CLERK'S  
OFFICE  
ON APR 13 1988  
BY [illegible]

3. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Master Declaration has been signed by the Developer the day and year first above written.

WITNESSES:

D. Michael Spina  
Barbara A. Cray

FASHION CRAFT HOMES, NO. 1, INC., a Florida corporation

By: Walter I. Larson  
Walter I. Larson, as its President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of April, 1988, by WALTER I. LARSON, as President of FASHION CRAFT HOMES NO. 1, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

I am Notary Public for the State of Florida  
My Comm. Expires: 1991  
Notary Public - State of Florida

D. Michael Spina  
Notary Public - State of Florida

INST # 95-145636  
JUN 16, 1995 5:18PM

PINELLAS COUNTY FLA.  
OFF.REC.BK 9023 PG 69

SEVENTH AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR PLACIDO BAYOU

THIS SEVENTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU (the "Seventh Amendment") is made this 15th day of May, 1995, by Larson Communities - Placido Bayou, Inc., formerly known as L & J Land Development, Inc. ("L & J"), a Florida corporation, joined by Fashion Craft Homes No. 1, Inc., a Florida corporation, as Developer (the "Developer"):

RECITALS

Chg 760  
RECORDING 28.50  
A. September 26, 1984, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation, and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (the "Joint Venture"), as Developer of Placido Bayou, recorded that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") in O.R. Book 5848, at Page 1477, et seq., Public Records of Pinellas County, Florida, to provide a uniform plan of development for the property described in Exhibit "A" to the Master Declaration (the "Real Property"), and

28.50  
B. On or about April 14, 1986, the Joint Venture assigned all of its rights under the Master Declaration to Fashion Craft Homes No. 1, Inc., a Florida corporation ("Fashion Craft") by that certain exclusive Assignment of Developer's Rights recorded in O.R. Book 6208, at Page 136, Public Records of Pinellas County, Florida, and

C. On or about May 24, 1989, Fashion Craft joined by L & C Partnership, Ltd., a Florida limited partnership partially assigned its rights under the Master Declaration to Barnett Bank of Pinellas County, a Florida banking corporation by that certain Partial Assignment of Developer's Rights recorded in O.R. Book 7012, at Page 1888, Public Records of Pinellas County, Florida, and

D. On or about March 15, 1990, Barnett partially assigned its rights under the Master Declaration to Placido Bayou, Inc., a Florida corporation ("Placido Bayou") by that certain Partial Assignment of Developer's Rights recorded in O.R. Book 7239, at Page 206, Public Records of Pinellas County, Florida, and

PREPARED BY & RETURN TO:  
STEVEN H. MEZER, P.A.  
1212 COURT ST., SUITE B  
CLEARWATER, FL 34616

PLATS PERTAINING HERETO  
ARE RECORDED IN  
PLAT BOOK 88,  
PAGES 2 THRU 5, OFFICIAL  
RECORDS OF PINELLAS  
COUNTY, FLORIDA

E. On or about August 22, 1990, Placido Bayou partially assigned its rights under the Master Declaration to Larson Communities - Placido Bayou, Inc. f/k/a L & J Land Development, Inc., a Florida corporation ("L & J") by that certain Partial Assignment of Development Rights recorded in O.R. Book 7362, Page 258, Public Records of Pinellas County, Florida, and

F. On or about October 8, 1990, L & J partially assigned its rights under the Master Declaration back to Fashion Craft by that certain Partial Assignment of Development Rights recorded in O.R. Book 7398, Page 271, Public Records of Pinellas County, Florida, and

G. On or about December 20, 1991, Placido Bayou assigned the remainder of its rights under the Master Declaration to L & J by that certain Assignment of Development Rights recorded in O.R. Book 7766, Page 1197, Public Records of Pinellas County, Florida, and

NOW, THEREFORE, Developer hereby declares as follows:

1. The foregoing Recitals are true and correct.
2. That through omission, the Declaration failed to address erosion of the shorelines.
3. That Article II, Section 4(e) of the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou is amended as follows:

(e) Lakes shall be kept and maintained as water areas together with any adjacent shoreline and subject to accretion, erosion, reliction and other natural ~~mines~~ changes, in an ecologically sound condition and in compliance with all applicable governmental requirements. Any loss of shoreline due to erosion, which is the natural result of water environment is not the responsibility of the Developer or the Community Association for mitigation, repair or replacement. Lakes are reserved for the use and enjoyment of the Owners and occupants of Placido Bayou and their invitees, and are not available for the public. No boats with motors shall be permitted within any Lake, however, sailing and swimming shall be permitted. Docks, boat ramps, boat slips and other marina improvements may be constructed only upon the prior written authority of Developer for so long as Developer owns any portion of the Community Properties and, thereafter, of the Community Association, which authority may be withheld in the sole discretion of either. Neither Developer, the Community Association, the Neighborhood Associations nor any combination thereof shall be obligated to provide supervisory personnel, including without limitation, lifeguards, for any Lake. Any individual using a Lake for any purpose shall do so at his own risk and shall hold Developer, the Community Association, the Neighborhood Associations, the Members thereof and all of them harmless from any claim or loss arising from such use.

4. All other terms and conditions of the Master Declaration not expressly modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou has been signed by the Developer the day and year first above written.

FASHION CRAFT HOMES NO. 1, INC.

(CORPORATE SEAL)

By: 

Walter I. Larson, President

ATTEST:

  
\_\_\_\_\_, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this day of May, 1995 by Walter I. Larson and Warren J. Pagan, President and Secretary, respectively, of Fashion Craft Homes No. 1, Inc., who are personally known to me or who have produced \_\_\_\_\_ as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Seventh Amendment to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

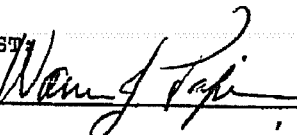
LARSON COMMUNITIES - PLACIDO  
BAYOU, INC. f/k/a L & J LAND  
DEVELOPMENT, INC.

(CORPORATE SEAL)

By: 

Jeffrey C. Larson, President

ATTEST:

  
\_\_\_\_\_, Secretary



STATE OF FLORIDA )  
COUNTY OF PINELLAS )

PINELLAS COUNTY FLA.  
OFF.REC.BK 9023 PG 72

The foregoing instrument was acknowledged before me this  
15 day of May, 1995 by Jeffrey C. Larson and  
Warren J. Papin, President and Secretary, respectively, of  
Larson Communities - Placido Bayou, Inc. f/k/a L & J Land  
Development, Inc., who are personally known to me or who have  
produced as  
identification, who did (did not) take an oath under the laws of  
the State of Florida, who executed the foregoing Seventh Amendment  
to Master Declaration of Covenants, Restrictions and Easements for  
Placido Bayou, and severally acknowledged the execution thereof to  
be their free act and deed as such officers, for the uses and  
purposes therein mentioned, and that they affixed thereto the  
official seal of said corporation, and the said instrument is the  
act and deed of said corporation.

Irene A. Brassard (SEAL)  
Notary Public  
State of Florida at Large

Irene A. Brassard  
Print or Type Notary Signature

Commission Number \_\_\_\_\_



CODING: The full text to be amended is stated: New words to be  
inserted are double-underlined, ~~words to be deleted are lined~~  
~~through with hyphens.~~

JOINDER OF FASHION CRAFT HOMES NO. 1, INC.

WHEREAS, on April 18, 1995, a Cancellation, Vacation and Termination of Limited Public Parking Easement was recorded in Pinellas County O.R. Book 8967, Page 1665, of the Official Records of Pinellas County, Florida, and

WHEREAS, Fashion Craft Homes No. 1, Inc. has or may have rights or interests as the "Developer" as defined in the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou recorded in O.R. Book 5848, at Page 1477, et seq., Public Records of Pinellas County, Florida, as amended from time to time, Fashion Craft Homes No. 1, Inc., a Florida corporation hereby joins in, on, and consents to the Cancellation, Vacation and Termination of the Limited Parking Easement.

IN WITNESS WHEREOF, this Joinder of Developer has been signed this 18th day of May, 1995 by FASHION CRAFT HOMES NO. 1, INC.

FASHION CRAFT HOMES NO. 1, INC.

(CORPORATE SEAL)

By: Walter I. Larson

Walter I. Larson, President

ATTEST:

Warren J. Papin  
Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 18th day of May, 1995 by Walter I. Larson and Warren J. Papin, President and Secretary, respectively, of Fashion Craft Homes No. 1, Inc., who are personally known to me or who have produced as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Joinder of Fashion Craft Homes No. 1, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers,

for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Irene A. Brassard (SEAL)  
Notary Public  
State of Florida at Large

Irene A. Brassard  
Print or Type Notary Signature

\_\_\_\_\_  
Commission Number



30043125 593 06-16-1993 16:57:53  
11 3010 - 00000760  
66R-PLACID0 BAYOU  
RECORDING 1 \$28.50  
TOTAL: \$28.50  
CHARGE AMOUNT: \$28.50