



THIS DECLARATION, made on the date hereinafter set forth by Leisure World Development Corporation, a Florida corporation with its principal place of business located at 13400 60th Street North, Clearwater, Florida¹, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pinellas County, State of Florida, which is more particularly described as:

SEE EXHIBIT A PAGE 1 (Note: In the last reprint Exhibit's A and B were mislabeled.)

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

- Section 1. "Association" shall mean and refer to the Leisure World Mobile Home Park Association, Inc., a Florida non-profit Corporation, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property hereinafter described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

SEE EXHIBIT A PAGE 2 (Note: In the last reprint Exhibit's A and B were mislabeled.)

- Section 5. "Lot" shall mean and refer to any plot of land as numbered and designated in Exhibit B (Note: Pages 1-3.)
- Section 6. "Declarant" shall mean and refer to Leisure World Development Corporation Inc., Its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title of every Lot subject to the following provisions:

- (a.) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area.
- (b.) The right of the Association to suspend the voting rights and right to use of recreational facilities by an Owner for any period during which any Assessments against his Lot remains unpaid, and for a period not to exceed sixty-days (60) for any infraction of its published rules and regulations;
- (c.) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to Assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to Assessments.

Section 2. The Association shall have two classes of voting Membership:

Class A Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. No Class B Membership as of January 1, 1975

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- 1. Annual Assessments or charges, and,
- 2. Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided.

The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing Lien upon the property against which each such Assessment is made. Each such Assessment together with interest, costs, and reasonable attorney's fees shall also be a personal obligation of the person who was Owner of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a.) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year not more than three-percent (3%) above the maximum Assessment for the previous year without a vote of the Membership.

(b.) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c.) The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual Assessment authorized above, the Association may levy in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action under Section 3 or 4 shall be sent to all Members not less than thirty-days (30) nor more than sixty-days (60) in advance of the meeting. At the first such meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty-days (60) following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

- Section 7. Date of Commencement of Annual Assessments: Due Dates.
The annual Assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty-days (30) in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.
- Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.
Any Assessments not paid within thirty-days (30) after the due date shall bear interest from the due date at the rate of six-percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- Section 9. Subordination of the Lien to Mortgages.
The Lien of the Assessments provided for herein shall be subordinate to the Lien of the first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the Lien of such Assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No mobile home, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty-days (30) after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI RESTRICTIVE COVENANTS

- Section 1. Minimum Quality.
All Lots, which are a part of the Properties, shall be known and described as mobile Lots. No Lot shall be used for any purpose other than mobile use. No mobile shall be permitted on any Lot that costs less than Four Thousand Dollars (\$4000.00), based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose to assure that all mobiles shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost herein stated for the minimum permitted mobile size. The ground floor area of the main structure of any living unit constructed on any of the mobile sites covered, exclusive of open porches and garages or carports, shall be not less than six hundred-square feet (600) for such living unit.

- Section 2. Noxious or Offensive Activity.
No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or a nuisance to the Properties.
- Section 3. Signs.
No sign of any kind shall be displayed to the public's view on any Lot except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by Declarant to advertise the Lot during the construction and sale period.
- Section 4. Oil Drilling.
No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks (other than for residential heating purposes), tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- Section 5. Animals.
No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose.
- Section 6. Rubbish.
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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE VII GENERAL PROVISIONS

- Section 1. Enforcement.
The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, Liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability.
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- Section 3. Amendment.
The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-years (20) from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten-years (10). This Declaration may be amended during the first twenty-year period (20) by an instrument signed by not less than eighty-percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.
- Section 4. Annexation.
Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Lot Owners.

Section 5. FHA/VA Approval.

As long as there is a Class B Membership², the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and the amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of June 1972.

Signed, sealed and delivered
in our presence:

LEISURE WORLD
DEVELOPMENT CORPORATION

/s/ Rochelle D. Merkow

/s/ Mary C. Taylor

By _____

Attest: /s/ Frank L. Glusman
Secretary

Leo W. Merkow, President

By

Leo W. Merkow, President

STATE OF FLORIDA:

ss:

COUNTY OF PINELLAS:

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Leo W. Merkow, to me, well known and known to be the person described in and who executed the foregoing instrument as President of the Corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said Corporation.

Witness my hand and official seal in the County and State aforesaid, this 27th day of June 1972.

/s/Mary C. Taylor

Notary Public

My Commission expires: July 8, 1975

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made and entered into this 16th day of November, 1972, by LEISURE WORLD DEVELOPMENT CORPORATION, being the owner of more than eighty-percent (80%) of the Lots in:

PLEASURE WORLD PARK, according to plat thereof recorded in Plat Book 69, Page 42, public records of Pinellas County, Florida.

And

PLEASURE WORLD PARK UNIT 1, according to plat thereof recorded in Plat Book 69, pages 73 and 74, public records of Pinellas County, Florida;

At a meeting duly called for such purpose, pursuant to the By-Laws of LEISURE WORLD MOBILE HOME PARK ASSOCIATION, INCORPORATED.

W I T N E S S E T H:

WHEREAS, the aforesaid Declaration of Covenants, Conditions and Restrictions filed August 29, 1972, in O.R. Book 3866, page 739, as Clerk's Instrument No. 72109036, public records of Pinellas County, Florida, contains a certain phrase under Article VII, Section 4, Annexation, which is inconsistent with the Articles of Incorporation, which is part of the Declaration of Covenants, Conditions and Restrictions; and,

WHEREAS, the undersigned is desirous of amending said Article VII, Section 4, and Annexation to be consistent with the Articles of Incorporation;

NOW THEREFORE, in consideration of the foregoing, it is hereby covenanted and agreed that Article VII, Section 4, Page 9³ of the Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and the same is hereby amended to read as follows:

Section 4. Annexation
Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

All other terms and conditions of the aforesaid Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect.

Law Offices
PARKER, BATTAGLIA AND. ROSS

3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33733
(813)⁴ 896-0045

202 150th Avenue
Post Office Box 8007
Madeira Beach, Florida 33738
(813)⁴ 895-7516

IN WITNESS WHEREOF I we have hereunto set our hands and seals as of the day
and year first above written.

Signed, Sealed and Delivered
in the Presence of:

LEISURE WORLD DEVELOPMENT
CORPORATION, a Florida Corporation

Carl J. Parker

Leo W. Merkow, President

Attest:

Frank Glusman, Secretary

State of Florida:

ss:

County of Pinellas:

LEISURE WORLD DEVELOPMENT CORPORATION, a Florida Corporation

I HEREBY CERTIFY, That on this 16th.day of November, A.D. 1972, before me personally appeared Leo W. Merkow and Frank Glusman, President and Secretary respectively of LEISURE WORLD DEVELOPMENT CORPORATION, a Florida Corporation, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their; free act and deed as such, 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.

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

/s/ Carl J. Parker
Notary Public;

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded in O.R. Book 3366, page 739, of the Public Records of Pinellas County, Florida, made on the date hereinafter set forth by the under-signed.

W I T N E S S E T H:

WHEREAS, the undersigned are the owners of at least eighty (80%) of the Lots described in the original Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the undersigned desire to amend the said Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 3866, page 739, and amended in O.R. Book 3927, page 672, of the Public Records of Pinellas County, Florida.

NOW THEREFORE, the undersigned declare the following section of the aforesaid Declaration of Covenants, Conditions and Restrictions amended to read as follows:

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6. Uniform Rate of Assessment.

Both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Assessments on unoccupied Lots owned by the Declarant shall be twenty-five percent (25%) of the rate fixed for Lots owned by Class A Members. In addition, Declarant will pay the difference, if any, between the total cost of operating the common area and the amount of assessments required to be paid pursuant to this article.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and affixed its seal this 11th day of January 1973

Signed, Sealed and Delivered
in the Presence of:

LEISURE WORLD DEVELOPMENT
CORPORATION, a Florida Corporation

Carl G. Parker

By: Leo W. Merkow, President

STATE OF FLORIDA:

ss:

COUNTY OF PINELLAS:

I HEREBY CERTIFY, That on this 11th day of January 1973, before me personally appeared LEO W. MERKOW, President of LEISURE WORLD DEVELOPMENT CORPORATION, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such Officer for the uses and purposes therein mentioned and he affixed thereto the Official Seal of the Corporation and the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at St. Petersburg, said County and State aforesaid.

Carl G. Parker
Notary Public

AFFIDAVIT

STATE OF FLORIDA:

ss:

COUNTY OF DUVAL:

Before me, the undersigned authority, personally appeared JOHN W. MASON who, being duly sworn, deposes and says:

1. His name is John W. Mason and he is the Assistant Loan Guaranty Officer, Veterans Administration, P. O. Box 505, Jacksonville, Florida, 32201, and in such capacity, he is authorized to make this affidavit pursuant to the provisions of Title 38, U. S. Code, Chapter 37, and Veterans Administration Regulation 4221.
2. It has been requested by Leisure World Development Corporation, a Florida Corporation, that the consent of the Veterans Administration be given for amendment to the Declaration of Covenants, Conditions and Restrictions recorded in official Records Book 3866, Page 739 of the Public Records of Pinellas County, Florida, said Declaration having heretofore been amended by instrument recorded in Official Records Book 3927, page 572. Consent of the Veterans Administration is required by ARTICLE VII, Section 5 of said Declaration, and the new amendment provides for the following:

The Amendment proposed for Veterans Administration approval would cause Article IV, Section 6 to be altered by elimination of the period at the end thereof and adding an additional portion to said Section 6 so that the said section will read as follows:

Section 6. Uniform Rate of Assessment.

Both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Assessments on unoccupied Lots owned by the Declarant shall be twenty-five percent (25%) of the rate fixed for Lots owned by Class A Members. In addition, Declarant will pay the difference, if any, between the total cost of operating the common area and the amount of Assessments required to be paid pursuant to this article."

3. Affiant is informed that the Declarant, Leisure World Development Corporation, a Florida Corporation, presently is owner of eighty percent (80%) of the lots, and therefore, since there is a Class B Member⁵, the Veterans Administration's consent is required.
4. The undersigned hereby consents in behalf of the Administrator of Veterans Affairs, an Officer of the United States of America, to the foregoing Amendment described in Paragraph two (2) above. All other terms and conditions and Restrictions, as amended, shall remain in full force and effect.

Further, Affiant saith no's:

JOHN W. MASON

Subscribed and sworn to before me
this 21st Day of February, 1973.

Assistant Loan Guaranty Officer

Mildred Tyler Notary Public
Notary Public
State of Florida at Large

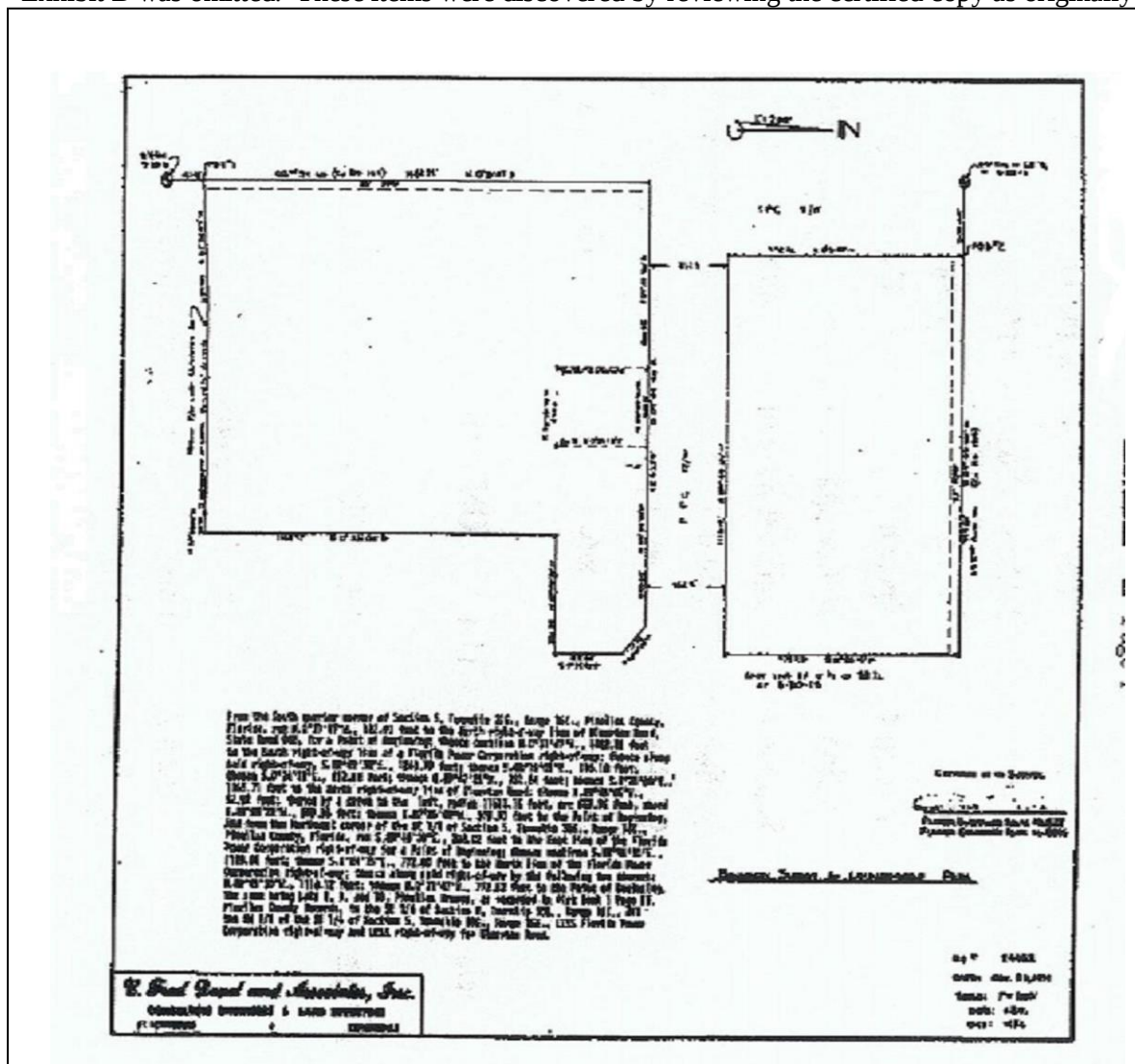
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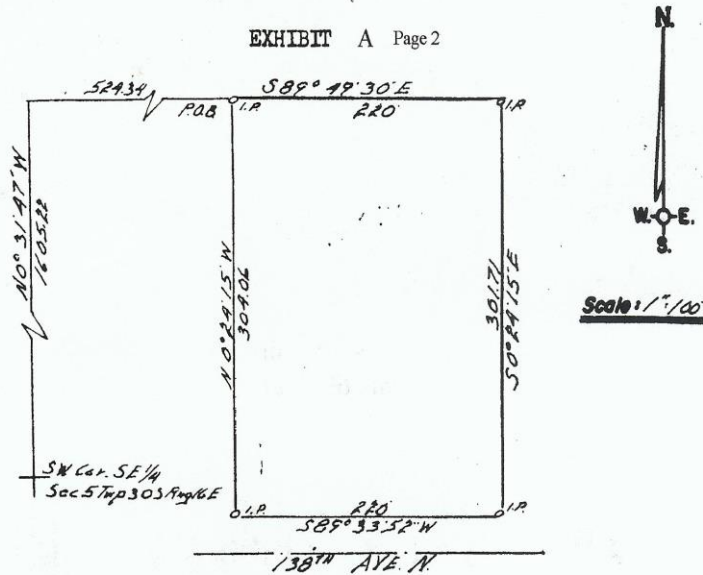
Notes:

- This Document is a 2009 Reprint of the 1973 Amended Printing.
- Due to changes in Typestyles and Margin Settings, certain Articles or Sections may now be located on different pages when compared to the Original Document or the first Reprint.
- An Index and Footnotes have been included with this Reprint.
Footnotes have been included only to clarify this document.
- Every effort has been made to ensure accuracy.
- A correction has been made to Exhibit's A & B. In the last reprint part of Exhibit A was mislabeled and Exhibit B was omitted. These items were discovered by reviewing the certified copy as originally filed.



SEC. 5, TWP. 30S., RNG. 16 E.,

EXHIBIT A Page 2



A SURVEY OF: A portion of the NW 1/4 of the SE 1/4 of Section 5, Township 30S., Range 16E., Pinellas County Florida, described as follows: From the SW corner of the SE 1/4 of Section 5, Township 30S., Range 16E., run N.0°31'47\"W., along the North-South centerline of said Section, 1605.22 feet; thence S.89°49'30\"E., 524.34 feet for a Point of Beginning; thence continue S.89°49'30\"E., 220 feet; thence S.0°24'15\"E., 301.71 feet; thence S.89°33'52\"W., 220 feet; thence N.0°24'15\"E., 304.06 feet to the Point of Beginning.

Pinellas County Florida

For: Leisure World

Order No. 24452
February 29, 1972-stk

C. Fred Deuel and Associates, Inc.
St. Petersburg - Zephyrhills
Certified as to Survey.

C. Fred Deuel
Florida Surveyor's Reg'n. No. 827
Florida Engineer's Reg'n. No. 3896

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Drawn by: _____
Chd. by: _____