1ST ADD

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4199 PG 1410

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida Corporation, authorized to do business in the State of Florida, the owners in fee simple of all the following described property situate, laying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

> Lots 1 through 70, Tarpon Woods, according to the plat thereof recorded in Plat Book 72 , pages 43,44 & 45 of the public records of Pinellas County, Florida.

and being desirous of securing the uniformity of improvements and the use of the aforesaid property, do hereby place, impress and declare the following restrictive covenants and described property:

1. RESIDENTIAL LOTS: All lots in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single private family dwelling with attached, private garage.

2. BUILDING LINES: No structure shall be located nearer than 25 feet of the front lot line, nor nearer than 10 feet to the rear lot line, nor nearer than 35 feet to the rear lot line of any lot that abuts the golf course, nor nearer than 15 feet from any side street line. No structure shall be erected nearer than 7 - 1/2 feet from the outside walls to any interior lot line. Setback lines for corner lots and odd shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Developer and/or Association at the time the plans for buildings are submitted and a copy of such plans, including the plot plan, will be kept on file by the Developer and/or Association to establish the setback lines as approved.

3. MINIMUM FLOOR SPACE: All buildings erected shall contain a minimum of 1,600 square feet for one story dwelling, and a minimum of 1,800 square feet for two story dwelling, exclusive of open porches, terraces, garages, or servants quarters.

4. LOT SIZES: No lot shall be reduced in size by any method whatsoever without prior written consent of the Developer or his duly authorized representative. Lots may be enlarged by consolidation with one or more adjoining lots under one ownership. In the event one or more lots are developed as a unit, all restrictions hereby contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat.

5. TYPE OF CONSTRUCTION: All dwellings on said lots shall be constructed of new materials, and shall have fire resistant roofs.

JUL 30 7 01 PM '74

RETURN TO:
CARL G. PARKER
P.O. Box [illegible]
St. Petersburg, Florida 33733

6. EASEMENTS: Easements for installation and maintenance of utilities are reserved in and over certain portions of each of said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other such lot line improvements shall be allowed, so long as access without charge or liabilities for damages be granted for the maintenance of utilities so installed, or for the installation of additional utilities.

7. SIDEWALKS: Simultaneous with construction of a dwelling on any lot, a five foot (5') wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida. Said sidewalk shall be constructed in and along the street right-of-way wherever the owner's property abuts the street. After one year, Developer shall have the right to install sidewalks and assess the owners the cost thereof. The line of grade of said sidewalk to be in accordance with sidewalk plan for this subdivision.

8. TEMPORARY STRUCTURES: Trailer, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision, and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which shall be removed from the premises on completion of the building.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet, advertising the property for sale or rent. Such signs as are allowed, must be maintained ingood conditions at all times and must be removed on the termination of their use.

10. LIVESTOCK AND POULTRY: No animals, birds, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that dogs, cats and birds may be kept as household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

11. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers, oil tanks or bottled gas tanks must be undergroung or placed inwalled-in or shrubbed-in areas, so that they shall not be visible from the adjoining properties or from the street.

12. MAINTENANCE OF PLOTS: Each parcel or plat, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth or such as may be considered a fire hazard. In the event that any owner shall fail or neglect or omit to trim or maintain any hedge fence at the street line of his property or fail to keep clean any parcel or plat in the manner herein provided for more than ten (10) days after having been notified by the Developer to do so, inwriting, addressed via registered or certified United States mail or such owner at his last known address, then the Developer or his agent for such purposes, ~~may enter~~ upon such premises for the purpose stated in said notice, and the

expense of carrying out such purpose shall be charged to the owner of such parcel or plat and shall become a lien upon such parcel or plat, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided.

13. WALLS: No boundary wall shall be constructed with a height of more than five (5) feet above the ground level of adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more that five (5) feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in wirting by the Developer and/or Association.

14. PARKING OF TRUCKS: No trucks of any kind, or school buses , shall be permitted to be parked in this subdivision for a period of more that four hours unless the same is present in actual construction or repair of buildings located on the land and no trucks shall be parked over night.

15. CLOTHES DRYING AREA: No outdoor clothes drying area shall be allowed, except in the rear yard and in the case of corner lots, may not be placed within forty (40') feet of the side street line. Permanent clothes lines, other than portable-type rotary drying ares shall be permitted.

16. RAPID COMPLETION: The erection of any new building or repair of any building damaged by fire, or otherwise, shall be completed as rapidly as possible and should the owner leave such building in an incomplete condition for a period of more than six (6) months, then Developer or his authorized representatives are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their descretion and direction, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be lien upon said lands and premises.

17. ABATEMENT OF VIOLATIONS: Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection or other violation that may be or exist thereon contrary to the intent and provision hereof, and the parties hereto shall not thereby become liable in any manner for trespass, abatement or removal.

18. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the parties hereto and the Developer may construct and maintain a sales agency office, together with a sign on lot or lots of their choosing in the Subdivision until such time as all of the lots in the Subdivision have been sold by them.

19. BUILDERS: Notwithstanding anything to the contrary herein contained, builders who are erecting model homes may construct a sign or signs totalling not more that twenty-five (25) square feet of front surface on any one (1) lot on which a model home is being erected in the subdivision and may be maintained until said model home has been sold.

20. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS: In order to insure that the homes and other buildings in the subdivision will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed or maintained, or remain on any building lot in this subdivision until a polt plan showing the location of the buildings or other structure, terraces, patios, walls fences, driveways, poles, property lines and set-backs, is submitted to the Developer, or to an association of landowners as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes of Pinellas County, Florida in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Developer and/or Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled descretion of the owner and/or Association shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. The provisions herein contained shall equally apply to repair, alteration or modification made in any building, wall or other structure.

21. The issuance of a building permit or license which may be contravention of these restrictions, shall not prevent the Developer and/or Association of any of the lot owners from enforcing these provisions.

The Developer herein may request all of the individual lot owners in this subdivision to form an association of lot owners and, upon the formation of said Association, the Developer may assign to said Association his right to approve plans, specifications and locations of buildings and to enforce these restrictions. After this has been done, all plans and specifications shall be submitted to said Association for the approval rather than to the Developer herein.

22. DURATION: These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

23. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occuring prior to or subsequent thereto.

24. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

O.R. 4199 PAGE 1314

25. AMENDMENT: Thises Restrictions can be amended by two-thirds (2/3) of the lot owners of the aforesaid subdivision. For purposes of voting, each lot shall be entitled to only one vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at St. Petersburg, Pinellas County, State of Florida, this 29th day of July 1974.

Signed, Sealed and Delivered in the Presence of:

Carol G. Parker

Susan Markworth

TARPON WOODS GOLF AND TENNIS CLUB, INC.

By: _____
President

I HEREBY CERTIFY that on this 29th day of July 1974, before me personally appeared

Lloyd M. Ferrentino

President of TARPON WOODS GOLF AND TENNIS CLUB, INC. a Corporation under the laws of the State of Florida to me known to be the person who signed the foregoing instrument as such officer acknowledged the execution thereof to be their free act and deed as such officer for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that 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.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 26, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Carol G. Parker
Notary Public, State of Florida

40 Rec 6.00
41 St
42 Sur
43 Int
Tot 6.00

O.R. 4485 PG 1024

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SUBORDINATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of July 29, 1974, subdivision restrictions for TARPON WOODS were placed among the public records of Pinellas County, Florida, by TARPON WOODS GOLF & TENNIS CLUB, INC., a Florida corporation, hereinafter called the "Developer", as recorded on the 30 day of July, 1974, in O.R. Book 4199, page 1310, Public Records of Pinellas County, Florida, which subdivision restrictions cover the following described property in Pinellas County, Florida:

LOTS 1 through 70, TARPON WOODS, according to the plat thereof recorded in Plat Book 72, pages 43, 44, and 45, of the public records of Pinellas County, Florida, and

WHEREAS, Paragraph 16 of the said subdivision restrictions contained a provision as it relates to the rights of the Developer pertaining to "rapid completion", and

WHEREAS, the Developer hereby subordinates any and all rights or privileges, liens or claims of lien, which may inure to the Developer under Paragraph 16, past, present or future, to any recognized lending institution, which shall include but not be limited to banks, life insurance companies, federal or state savings and loan associations, and/or real estate investment trusts.

NOW, THEREFORE, in consideration of the foregoing, Paragraph 16 of the subdivision restrictions recorded on July 30, 1974, in O.R. Book 4199, page 1310, public records of Pinellas County, Florida, is by this instrument subordinate and made inferior to the lien of any mortgage, past, present or future, to any recognized lending institution, which shall include but not be limited to banks, life insurance companies, federal or state savings and loan associations, and/or real estate investment trusts, encumbering any of the said lots which are included in the subdivision described as follows:

RECORDED IN PINELLAS CO. FLORIDA
JAMES B. McMULLEN
CLERK CIRCUIT COURT

Law Offices
Battaglia, Parker, Ross, Parker and Stella
980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743

LOTS 1 through 70, TARPON WOODS, according to the plat thereof recorded in Plat Book 72, pages 43, 44 and 45, public records of Pinellas County, Florida.

Dated this 2nd day of December, 1976.

TARPON WOODS GOLF & TENNIS CLUB, INC.

By: _____
Robert P. Crisp, President

Witnesses:

_____

_____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 1976, by ROBERT P. CRISP, President of TARPON WOODS GOLF & TENNIS CLUB, INC., a Florida corporation, on behalf of the corporation.

_____
Notary Public

My Commission expires:

NOTARY PUBLIC

Law Offices
Ballaglia, Parker, Ross, Parker and Gelba
980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743