

Restrictions Country Villas

Know All Men By These Presents that the following restrictions and easements are hereby adopted and imposed by P.P.H. Development Corporation, hereinafter referred to as the "Developer," as Restrictions and Easements for Country Villas,

According to the plat thereof filed simultaneously herewith in the public records of Pinellas County, Florida, in Plat Book, 77, Page numbers 21 – 22 – 23, an addition to the City of Safety Harbor, Pinellas County, Florida and all lots in said block are sold subject to the following restrictions and limitations which shall run with the land and which are binding alike upon the heirs, personal representatives, assigns, successors in interest, whether in privity or not in privity, or purchasers from the Developer, or its successors or assigns, or by acceptance of deed, agree to abide by, perform and carry out said restrictions, limitations and conditions as one of the express considerations of conveyance. These restrictions are to follow each successive transfer of Country Villas property, whether or not mentioned by future grantors and shall be in full force and effect until December 31, 1999, except as otherwise specifically provided.

1. RESIDENTIAL LOTS: All lots in said subdivision shall be known and described as residential lots. No structure shall be erected on any parcel of the same other than one (1) single private family dwelling with attached private garage of the same architecture and general design as the residence, both to be constructed of new materials. No lot shall be reduced or increased in size by any method whatsoever without prior consent of the Developer or his agent.

2. MINIMUM FLOOR AREA: All residences will have a minimum of one thousand, two hundred (1,200) square feet for a one-story dwelling and one thousand, five hundred (1,500) square feet for a two-story dwelling, exclusive of screened porches, patios, breezeways or garages. All houses shall have at least two (2) inside bathrooms. Outside wall dimensions may be used to determine square footage.

3. GARAGE: All dwellings shall have at least a two-car garage. No carports shall be allowed.

4. BUILDING SET-BACKS: No dwelling walls shall be erected nearer than twenty (20) feet to any front street lot lines, nor nearer than fifteen (15) feet to any side street lot lines, nor nearer than fifteen (15) feet to the rear of a lot line, nor nearer than seven and one-half (7 ½) feet to any interior lot line. Set-back lines for corner and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Developer or his agent with the consent of the City of Safety Harbor at the time that plans are submitted for approval.

5. TYPE OF CONSTRUCTION: All dwelling on said lots must be constructed of new materials. The first floor walls of all dwellings shall be of frame masonry, or masonry veneer construction. All concrete block houses and/or walls shall have a stucco finish unless decorative block is used for decorative purposes. All roof coverings shall be cement tile, 240 pound asphalt shingle, or wood split shake. Any deviation from these approved materials must receive the specific approval of the Developer or his agent.

6. FENCES, WALLS, OTHER STRUCTURES AND OBSTRUCTIONS: All fences must conform to the City of Safety Harbor's fence restrictions and be approved by the City of Safety Harbor prior to construction of same, except that no fence shall be over four (4) feet in height.

7. LANDSCAPING: All dwellings shall be constructed with concrete driveways, solid sodded front, side and rear yards. No gravel front, side or rear yards shall be allowed.

8. CLOTHES DRYING AREA: No outdoor clothes drying area shall be allowed except in the rear yard, and in case of corner lots may not be placed within forty (40) feet of the side of the street lot line. Portable rotary or wind-up disappearing types shall be used: no permanent clothes lines shall be authorized.

9. TEMPORARY STRUCTURES: Trailers, tents, shacks, barns or any temporary buildings of any nature are expressly prohibiting within this subdivision, and no temporary residence shall be permitted in unfinished residential buildings. No storage

sheds of any building material shall be allowed on any lots within the confines of this subdivision. Temporary buildings or trailers may be used during daylight hours by contractors in connection with construction work in progress, only upon written approval by the Developer or his agent.

10. LIVESTOCK AND POULTRY: No animals, livestock, birds or poultry of any kind are to be raised, bred or kept on any lots except that not more than a total of two (2) dogs or cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. MODEL HOMES: Every person, firm or corporation purchasing a lot in Country Villas recognizes that the Developer or his agent or assigns has the right to maintain such furnished model homes and sales offices open to the public for inspection seven (7) days per week for such hours as are deemed necessary and practical until all of the houses have been constructed and sold.

12. PARKING OF VEHICLES: No vehicles shall be parked on any part of this property except on paved streets and paved driveways. No trailers or commercial vehicles other than those present on business, may be parked in the subdivision. Boats, motor homes, commercial vehicles, campers and other recreational vehicles shall be parked inside garage and concealed from view.

13. SIGNS: No signs or promotional flag shall be displayed to the public view on any lot or building except a sign of not more than five (5) square feet advertising the property for sale or rent. The Developer, his agent, or assigns shall have the right to erect and maintain signs advertising Country Villas properties of such sizes as they deem necessary, until all the lots and residences in the entire development have been sold.

14. 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 any building in an incomplete or deteriorated condition for a period of more than six (6) months, then the Developer or authorized representative is empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete or refurbish the same at their discretion, and in either event, the

expense incurred shall be charged against the owner's interest and shall be a lien upon said lands and promises. In the event an existing mortgage or lien should be outstanding against the subject property, the existing mortgages shall be notified by the Developer or his agent during the initial six (6) month period the mortgages shall have an additional reasonable period of time at the Developer's discretion to institute and complete necessary proceedings to rectify such a situation.

15. WATERWELLS: Waterwells shall be permitted upon a lot solely for the purpose of watering and caring of plants, trees, lawns, flowers and the like. Any such wells shall be neatly concealed, protected, sand and shall be electrically operated.

16. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the Developer may construct and maintain a sales agency office together with a sign or signs on lot or lots of their choosing in the subdivision until such times as all of the lots in the subdivision have been sold.

17. POWER AND TELEPHONE SERVICE: All electric power lines and conduits, telephone cables, cable television conduits and other utilities shall be run underground. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on the plat or replat, filed in the Public Records of Pinellas County, Florida, are hereby reserved.

18. SPECIFICATIONS: All construction shall equal or exceed construction requirements as outlined in the Southern Standard Building Code and local building code, zoning ordinances and deed restrictions.

19. SWIMMING POOLS: No swimming pools may be constructed which is not fully enclosed by an adequate screened enclosure or a minimum four (4) foot high locked fence. All swimming pools shall be below grade.

20. GENERAL:

a. The ground grade or ground elevation of any portion of any lot may not be changed without the specific written consent of the Developer or his agent

b. No curb, draining structure, water line, sewer line or portion of any street shall be removed or altered for any purpose without the specific written consent of the Developer or his agent.

c. Owners of respective lots shall be directly responsible financially to the Developer for damage to the foregoing improvements resulting from the actions of employees of said owners or independent contractors furnishing labor or materials to or for said owners.

d. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property.

e. No noxious or offensive trade or commercial activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

f. 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 properly concealed from public view.

g. Each lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth such as tall grass and weeds or such as may be considered a fire hazard. All buildings, fences and walls shall be maintained in a good state of exterior repair. In the event that any owner shall fail, neglect or omit to maintain or keep clean any parcel or property in the manner herein provided, after having been notified by the Developer or his agent to do so in writing addressed to such owner at his last known address, then the Developer or his agent for such purpose may enter upon said premises for the purpose stated in said notice, and the expense of carrying out such purpose shall be charged to the owner of such lot and shall become a lien thereon collectible and enforceable in the manner provided by law.

h. These covenants and restrictions are real covenants and restrictions and are to run with the land, and shall be binding on all parties and owner, and on all parties and owners claiming under them until December 31, 1999, after which time said covenants and restrictions shall be automatically extended for successive periods of ten year (10 year) period, an instrument in writing, signed by a majority of the owners of lots, has been recorded in the Public Records of Pinellas County, Florida, which instruments shall agree to change, alter or rescind said covenants and restrictions in whole or in part.

i. If any one person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions before their expiration, it shall be lawful for any other person or persons owning any parcel of any above-described land to prosecute and institute proceedings at law or in equity against the person violating or attempting to violate any such covenant or restriction and to either prevent him or them from doing or to recover damages or other dues for such violations.

j. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

k. The Developer or his agent shall have the right and authority to approve exceptions and variations from these restrictions without notice or liability to the owners and other lots or any persons of authority whatsoever.

WITNESSETH:

Donald S. ...
Denise K. ...

Marguerite A. ...
Witness to Both
Janean M. Jackson
Witness to Both

"OPTIONOR"

Warren Hughes
J. Warren Hughes

"OPTIONEE"

MINIERI COMMUNITIES OF FLORIDA, INC.

By: *John E. Hudson*
John E. Hudson, Vice President

Attest: *Glenna K. Seeders*
Glenna K. Seeders, Secretary

COUNTY OF PINELLAS

SUBSCRIBED AND SWORN BEFORE ME THIS 24th day of April, 1979

Marguerite A. ...
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 31 1981
BONDED THRU GENERAL INS. UNDERWRITERS