

R E S T R I C T I O N S

WHEREAS, J. FRANK HANCOCK, JR. and JOYCE J. HANCOCK, his wife, and D. GUY McMULLEN and LAURA M. McMULLEN, his wife, are the owners in fee simple of the following described property situate in Pinellas County, Florida:

All of FAIRWAY ESTATES, according to the map or plat thereof as recorded in Plat Book 32 at Page 46, of the public records of Pinellas County, Florida

upon the use of which property they wish to place certain restrictions;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that the said J. FRANK HANCOCK, JR. and JOYCE J. HANCOCK and D. GUY McMULLEN and LAURA M. McMULLEN, his wife, hereby adopt these restrictions restricting and limiting the use of the lots and property therein. All conveyances of any of the above property, or any part thereof shall be made and continue to be made subject to each and every of the restrictions herein contained.

1. The above described property shall be known and described as residential lots and no structures shall be erected on any of said lots other than one detached single family dwelling, not to exceed 2 1/2 stories in height, and an accessory building including private garage of not more than 3-cars' capacity, and/or servants quarters, either separate from or connected with the main building, when such accessory building is located upon any portion of the same regularly platted area given over to the main building, and is used only in connection with the main building. When detached from the main building such accessory building must be at least sixty (60) feet from the front property line, and more than ten (10) feet from any side or rear property line.

2. No building shall be erected on any residential building lot nearer than 25 feet to nor further than 40 feet from the front lot line, it being understood that bay windows and swell fronts forming a part of the structure of the building, shall be considered the front of said building, for the purpose of conforming with the building

line, but that only bay windows, not extending over 2 feet, verandas and porches may project in front of said building line, and no building shall be erected nearer than 10 feet to any side property line. The side line restrictions shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 20 feet to the side street line, provided that on Lot 1 of Block 2, and Lot 5 of Block 1 structures shall be permitted within 15 feet of the side street line.

3. All structures on said premises shall be of masonry construction and shall have tile roofs.

4. No lot shall be resubdivided into building plots having less than 9000 square feet of area, or a frontage of less than 90 feet each.

5. No building other than an accessory building or detached garage shall be erected on any parcel or part of the above land having a ground floor square foot area of less than 1200 square feet exclusive of open porches, terraces and attached garages.

6. A perpetual easement is reserved over the rear five(5) feet of each lot for utility installation and maintenance.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. Plans and specifications for all buildings shall be submitted to and approved by the initial owners of this subdivision, or their assigns or appointees, until 50% of the property of the subdivision shall have been sold, and a "Fairway Estates Committee" shall have been formed, in which event such Committee shall be successor to the initial and present owners of the subdivision for the purpose of carrying out these restrictions and the approval of such plans, and when formed the owner of each lot in said subdivision shall be a member of said association and shall have one vote for each lot owned of record.

9. These covenants and restrictions are to run with the land

and shall be binding on all the parties and all persons claiming under them, until January 1, 1985, at which time said covenants and restrictions shall terminate.

10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1985 it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. 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.

IN WITNESS WHEREOF the owners have signed these presents this 7th day of November, A.D. 1953.

Witnesses:

J. Frank Hancock, Jr.
Joyce J. Hancock
D. Guy McMullen
Laura M. McMullen
W. M. Gaughay
Coralie Eitel

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 7 day of November, A.D. 1953 before me personally appeared J. FRANK HANCOCK, JR., JOYCE J. HANCOCK, his wife, D. GUY McMULLEN and LAURA M. McMULLEN, his wife, to me well known to be the persons described in and who executed the foregoing restrictions, and they acknowledged before me that they executed said instrument for the uses and purposes stated.

WITNESS my hand and official seal this the day and year hereinabove stated.

Coralie Eitel
Notary Public

My commission expires:

Notary Public, State of Florida at Large.
My Commission Expires May 17, 1957.
Bonded by American Fire & Casualty Co.

