

241306A
R E S T R I C T I O N S

WHEREAS, J. FRANK HANCOCK, JR. and JOYCE J. HANCOCK, his wife; D. GUY McMULLEN and LAURA M. McMULLEN, his wife; MACK V. HART and BETTY INEZ HART, his wife; and ED EIKEL and CORALEE EIKEL, his wife, are the owners in fee simple of the following described property situate in Pinellas County, Florida:

All of FIRST ADDITION TO FAIRWAY ESTATES, according to the map or plat thereof as recorded in Plat Book 38 at Page 21, 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, his wife; D. GUY McMULLEN and LAURA M. McMULLEN, his wife; MACK V. HART and BETTY INEZ HART, his wife; and ED EIKEL and CORALEE EIKEL, his wife, hereby adopt these restrictions restricting and limiting the use of the lots and property herein. 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 one of the restrictions herein contained.

1. The above described property shall be known and described as residential lots and limited to residential uses and no structures shall be erected on any of said lots other than one detached single family dwelling, not to exceed $2\frac{1}{2}$ 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, swell fronts, car ports and other projections 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, may project in front of said building line, and no building shall be erected nearer than 10 feet to any side property line. On corner lots no structure shall be permitted nearer than 25 feet to the side street line.

3. All structures on said premises shall be of masonry construction and shall have tile roofs, unless otherwise approved in writing by the developers.

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 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 or temporary structure 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. No building or other structure shall be erected on any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Subdividers or their duly authorized agents, as to quality of workmanship and materials and harmony of external design and placing with existing dwellings and other structures. Said approval or disapproval of said

plans, specifications, and placing shall be in writing. In the event that the Subdividers or their said agents shall fail to approve or disapprove within thirty (30) days after the plans and specifications as aforesaid have been received by them, or in the event no express approval is given, then if no suit to enjoin the construction shall have been commenced prior to the completion thereof, approval shall not be required and this covenant shall be deemed to have been fully complied with.

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 interest in any other lots in said development or subdivision to prosecute any proceedings 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 judgments 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 December, A. D., 1955.

Mack V. Hart
MACK V. HART

J. Frank Hancock, Jr.
J. FRANK HANCOCK, JR.

Betty Inez Hart
BETTY INEZ HART

Joyce J. Hancock
JOYCE J. HANCOCK

Ed Eikel
ED EIKEL

D. Guy McMullen
D. GUY McMULLEN

Coralee Eikel
CORALEE EIKEL

Laura M. McMullen
LAURA M. McMULLEN

WITNESSES TO ALL PARTIES:
Thomas D. ...

Lara S. Price

plans, specifications, and placing shall be in writing. In the event that the Subdividers or their said agents shall fail to approve or disapprove within thirty (30) days after the plans and specifications as aforesaid have been received by them, or in the event no express approval is given, then if no suit to enjoin the construction shall have been commenced prior to the completion thereof, approval shall not be required and this covenant shall be deemed to have been fully complied with.

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 interest in any other lots in said development or subdivision to prosecute any proceedings 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 judgments 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 December, A. D., 1955.

Mack V. Hart
MACK V. HART

J. Frank Hancock, Jr.
J. FRANK HANCOCK, JR.

Betty Inez Hart
BETTY INEZ HART

Joyce J. Hancock
JOYCE J. HANCOCK

Ed Eikel
ED EIKEL

D. Guy McMullen
D. GUY McMULLEN

Coralbe Eikel
CORALBE EIKEL

Laura M. McMullen
LAURA M. McMULLEN

WITNESSES TO ALL PARTIES:

Laura S. Price

Laura S. Price