

RESTRICTION AGREEMENT

FAIRWAY ESTATES FIFTH ADDITION

Deeplands Corporation, Beulah Land Corporation, Fitz-Daly Corporation, Hyde-Seek Corporation, A S T Corporation, and Concur Corporation, all Florida corporations

To

The Owners of lots hereinafter described of Fairway Estates Fifth Addition

WHEREAS, Deeplands Corporation, Beulah Land Corporation, Fitz-Daly Corporation, Hyde-Seek Corporation, A S T Corporation, and Concur Corporation, all Florida corporations, as Proprietor, has executed a plat known and described as follows:

FAIRWAY ESTATES FIFTH ADDITION, as recorded in Plat Book 53, pages 42 and 43 of the public records of Pinellas County, Florida;

and,

WHEREAS, the parties hereinabove described are the owners of all the lots in Fairway Estates Fifth Addition; and

WHEREAS, it is the intent and purpose of the parties hereinabove described to subject the premises above described to certain building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges as hereinafter set forth,

NOW, THEREFORE, for a valuable consideration and in consideration of the agreements of the others and of the plan and purpose of said subdivision and to the end that it may be restricted in their use so that they will develop into a residential community of the highest type, and in order to make said building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, binding and of full force and effect on all of the above described premises, and upon the present and future owners and occupants of the same, Deeplands Corporation, Beulah Land Corporation, Fitz-Daly Corporation, Hyde-Seek Corporation, A S T Corporation, and Concur Corporation hereby certify and declare that all of the above described premises, shall, if and when conveyed, be subject to and charged with all of the building and use restrictions, covenants, conditions, obligations, reservations, rights, powers and charges, hereinafter set forth in this instrument and the record of this instrument in the office of the Clerk of the Circuit Court in and for Pinellas County, Florida, shall be notice to all purchasers of said premises.

RESTRICTIONS:

1. DEVELOPERS: For the purposes of this agreement, Howard T. Keating Development Company, a Florida Corporation, whose principal place of business is located at 815 Broadway, Dunedin, Florida, or its successors and assigns is hereby appointed, designated and hereinafter referred to as the "Developers".

2. RESIDENTIAL LOTS: All lots in said subdivision shall be known and described as residential lots. No structure shall be

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RECORDED PINELLAS CO. FLA.
AVERY H. GARDNER, CLERK

erected, altered, placed or permitted to remain on any residential lot other than one single private family dwelling with attached private garage or carport. No dwelling shall exceed one and one-half (1½) stories in height except that a tri-level or two (2) story dwelling may be allowed in the discretion of the Architectural Control Committee.

3. BUILDING LINES: No structure shall be located less than twenty-five (25) feet from the front lot line. On any lot having a curved front lot line, no structure shall be located less than twenty-five (25) feet from the middle point of the front lot line. No structure shall be located less than twenty-five (25) feet from any side street line, nor less than ten (10) feet from any side lot line.

4. MINIMUM FLOOR SPACE: No dwelling shall be erected on any lot which has a livable floor space of less than twelve hundred (1200) square feet exclusive of open porches, terraces, garage and carports.

5. LOT SIZE: No lot shall be reduced in size by any method whatsoever without the prior written consent of the "Developers" or their duly authorized representatives. 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 herein 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.

6. TYPE OF CONSTRUCTION: All dwellings on said lots shall be constructed of new materials and shall have tile roofs. Any substitution of materials in these construction restrictions must be equal or of better quality and must be approved by a registered Florida architect and final approval must be by the Architectural Control Committee.

7. TREES AND SOIL: No trees which exceed six (6) inches in diameter shall be removed or cut nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the "Developers" or their duly authorized representatives.

8. EASEMENTS: Easements for installation and maintenance of utilities are reserved in and over the rear five (5) feet of each lot and in and over three (3) feet along each of the side lines of each lot except where such side lot line or rear of lot consists of water frontage. After such utilities have been installed, planting, fencing or other such lot line improvements shall be allowed so long as access without charges or liability for damages be granted for the maintenance of utilities so installed or for the installation of additional utilities.

9. NUISANCES: No noxious or offensive 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.

10. TEMPORARY STRUCTURES: Trailers, 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.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

13. REFUSE: 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.

14. MAINTENANCE OF PLOTS: Each parcel or plot, 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, 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 plot in the manner herein provided for more than ten (10) days after having been notified by the Developers to do so, in writing, addressed via registered or certified mail to such owner at his last known address, then the Developers, or their agent for such purpose, 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 plot and shall become a lien upon such parcel or plot, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided.

15. GENERAL CONDITIONS: (a) No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. (b) No laundry shall be hung for drying in such a way as to be readily visible from the street on which lots front.

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 "Developers" or their authorized representative 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 discretion, and in either event, the expense incurred shall be charged against the owners' interest therein and shall be a lien upon said lands and premises.

17. ARCHITECTURAL CONTROL COMMITTEE: The "Developers" heretofore designated, their successors and assigns, shall constitute the Architectural Control Committee. The Architectural Control Committee shall have authority to approve or disapprove plans and specifications and otherwise guide the development of the Subdivision as planned and restricted herein. The Architectural Control Committee shall prepare rules and regulations for the conduct of its duties and shall provide for removal, replacement and resignation of its members.

18. COMMITTEE APPROVAL: No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, location on lot and approximate cost of such structure and the grading plan on the lot, including grade elevations of buildings to be built upon shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent, and a copy thereof as finally approved, lodged permanently with the Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed buildings or other

structures to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. It is understood that the purpose of this paragraph is to cause the Subdivision to develop into a beautiful, harmonious, private residence section and that the Architectural Control Committee shall not be arbitrary in its decisions. If a disagreement on the points set forth in this paragraph should arise, the parties shall submit the same to arbitration by competent architects in the usual manner. The Committee may, in the exercise of its discretion as indicated above, permit the erection of such appurtenances as, for example, swimming pools or green houses.

19. 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 exist, 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.

20. SALES AGENCY: Notwithstanding anything to the contrary herein contained the parties hereto and the "Developers" may construct and maintain a sales agency office, together with a sign or signs of not more than two hundred (200) square feet of front surface, 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.

21. BUILDERS: Notwithstanding anything to the contrary herein contained, builders who are erecting model homes may construct a sign or signs totaling not more than fifty (50) square feet of front surface on any one lot on which a model home is being erected in the subdivision and may be maintained until said model home has been sold.

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 periods 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 occurring prior to or subsequent thereto.

24. ASSIGNMENT: Any or all of the rights, powers and obligations, easements and estates reserved or given to the "Developers" or the Architectural Control Committee, may be assigned by said "Developers" or Committee, as the case may be, to any corporation, the members or shareholders of which are composed of a majority of the then owners of property in said plat, which shall agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the parties hereto, and parties

hereto thereupon being released therefrom. When all of the lots in said plat have been sold by the parties hereto, a corporation, the members or shareholders of which shall be composed of at least a majority of the owners of lots in said plat, shall be formed which shall assume said rights, powers, duties and obligations and carry out and perform the same, and the parties hereto thereupon shall be released.

25. SEVERABILITY: 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, each of the owners of the above described property has caused these presents to be signed in its name by its Vice-President, and its corporate seal to be affixed and attested by its Vice-President the 13th day of July, A. D. 1959.

DEEPLANDS CORPORATION

By John K. Brennan
Vice-President

BEULAH LAND CORPORATION

By John K. Brennan
Vice-President

FITZ-DALY CORPORATION

By John K. Brennan
Vice-President

HYDE-SEEK CORPORATION

By John K. Brennan
Vice-President

A S T CORPORATION

By John K. Brennan
Vice-President

CONCUR CORPORATION

By John K. Brennan
Vice-President

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Ruthanna Badders

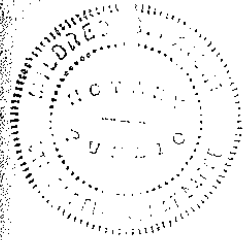
Melred A. Haight

STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this 13th day of July, 1959, before me, the subscriber, a Notary Public in and for said County of Pinellas, personally appeared JOHN K. BRENNAN, to me personally known, who being by me duly sworn, did say that he is the Vice-President of DEEPLANDS CORPORATION, BEULAH LAND CORPORATION, FITZ-DALY CORPORATION, HYDE-SEEK CORPORATION, A S T CORPORATION, and CONCUR CORPORATION, all Florida corporations, and that said instrument

was signed on behalf of said corporations by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of the corporations.

WITNESS my hand and official seal in the above county and state on the date above written.



M. D. Haight
Notary Public
State of Florida at Large
My Commission Expires: Feb 19, 1961