

FAIRWAY ESTATES, SEVENTH ADDITION

1. **DEVELOPERS:** For the purposes of this agreement, **SAFEMWAY BUILDERS, INC.**, a Florida Corporation, whose principal place of business is located at 1258 South Highland Avenue, Clearwater, 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 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) from the front lot line. On any lot having a curved front 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 a total of twenty (20) feet from the side lot lines with no less than seven and a half (7½) feet from a side lot line.
4. **MINIMUM FLOOR SPACE:** No dwelling shall be erected on any lot which has a livable space of less than twelve hundred (1200) sq. ft. for a two (2) bedroom house; thirteen hundred (1300) sq. ft. for a three (3) bedroom house; and fourteen hundred (1400) sq. ft. for a four (4) bedroom house, exclusive of open porches, terraces, garages and carports. Speculative homes must have two-car garages.
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" of 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 residences 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

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 Clerk of Circuit Court

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, (c) No home industry may be carried on at any time.

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 owner's 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 approval 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 structure 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, may, 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 16th day of JULY A. D., 1963.

(SEAL)

SAFEMAY BUILDERS, INC

Attest:

By: *Robert L. Mittenber*

Ellen G. Reed
Ellen G. Reed, Secretary

WITNESS:

Jessie G. Carson
Jackie W. Southern

STATE OF FLORIDA
County of Pinellas

I HEREBY CERTIFY that on this 16th day of July A.D., 1963, before me personally appeared *Robert L. Mittenber* and *Ellen G. Reed* President and Secretary respectively

of SAFEMAY BUILDERS, INC, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Easements, and Restrictions, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at CLEARWATER, in the County of PINELLAS and State of FLORIDA, the year and day last aforesaid.

Jessie G. Carson
Notary Public

Notary Public, State of Florida
My commission expires, Aug. 4, 1964
My commission expires