

DECLARATION OF RESTRICTIONS AND COVENANTS

AS AMENDED

FLOR-A-MAR

COUNTY OF PASCO, STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, FLORAMAR DEVELOPMENT CORP. and FLORIDA GULF HARBORS, INC., both Florida corporations, are the owners of the following-described property located in Pasco County, State of Florida, more particularly described as: Flor-A-Mar Section C-5, as recorded in Plat Book 7 at page 38 of the Public Records of Pasco County, Florida, less only Lot 55, Block 8, and Lots 2 and 10, Block 50, in C-5 Flor-A-Mar.

WHEREAS, FLORAMAR DEVELOPMENT CORP. has placed certain restrictions on the above-described property, said restrictions being recorded on January 26, 1961, at 11:26 a.m. in Official Record Book 164 at page 61 of the Public Records of Pasco County, Florida, and being amended by a certain Amended Declaration of Restrictions and Covenants as recorded on November 13, 1961, at 4:09 p.m. in Official Record Book 185 at pages 377 and 378 of the Public Records of Pasco County, Florida.

THEREFORE, by these presents, FLORAMAR DEVELOPMENT CORP. and FLORIDA GULF HARBORS, INC., hereby covenant and place the following restrictions on the above-described property:

- 1. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission will be complied with.
- 2. Easements for installation and maintenance of utilities and drainage facilities are reserved on the lots and the public way as shown on the plats on file, and over the rear five (5) feet of each lot, and over the side three (3) feet of each lot. Any and all references herein to side lot lines shall be deemed to refer to the actual side lot lines rather than the lot line as designated on the plat above mentioned if said lines are not coincident.
- 3. Until January 1, 1999, on the above-described plats, no lot or parcel shall be used except for residential purposes, except that Block 9, Lot 53; Block 10, Lot 1; Block 11: Lots 1, 100, 101 and 102, Section C-5 shall be zoned Commercial, and/or multi-family area. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed 1-1/2 stories in height and a private garage for not more than two(2) cars.
- 4. No trailer, tent, garage or other outbuilding erected in the tract shall be used as a residence, temporarily or permanently and no building may be erected except a garage for not more than two (2) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any fencing material on the property to the rear of the front building line shall be approved by the FLORAMAR DEVELOPMENT CORP. in writing at its pleasure before installation.
- 5. The ground floor area of a 1 or 1-1/2 story, one family dwelling shall be a minimum of 1,000 square feet.
- 6. No dwelling shall be erected nearer than 20 feet to the front property lines. No dwelling shall be erected nearer than 5 feet to any side property line. Wing walls to be exempted from these restrictions.

- 7. No building or structure shall be erected, placed, or altered on any lot on this subdivision until the design and location thereof shall have been approved in writing by said FLORAMAR DEVELOPMENT CORP. So long as said FLORAMAR DEVELOPMENT CORP. shall fail to approve or disapprove such design and location within thirty (30) days after plans thereof have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.
- 8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. Plans for the installation of any storage tank, whether above ground, or under ground, shall be submitted to FLORAMAR DEVELOPMENT CORP. for its approval.
- 9. No barracks type or other structure shall be moved on any lot or parcel in the area covered by these restrictions.
- 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets to be on leashes.
- ll. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated 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 covenants and either to prevent him or them from so doing to recover damages or other dues for such violation.

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 said FLORAMAR DEVELOPMENT CORP. and the said FLORIDA GULF HARBORS, INC., have each caused these presents to be signed in its name by its Vice President and Assistant Secretary and its corporate seal to be affixed this 21st day of February, 1962.

(Corporate Seal)
Witnesses:

S/ Robert G. Fyr

Vice President

S/ Alta Trufant

Witnesses:

Witnesses:

FLORIDA GULF HARBORS, INC.

S/ Paul Andrews

S/ Alta Trufant

Vice President

S/ Shirley Lewis

Assistant Secretary

Vice President

S/ Shirley Lewis

S/ Robert G. Fyr

Vice President

S/ Shirley Lewis

Assistant Secretary

Sworn tocand subscribed before me this 21st day of February, 1962.

S/ Marylyn A. Baker

Notary Public

My/Commission Expires: July 25, 1965.

(Filed for Record, Pasco County, Florida, Feb. 22, 1962, 11:50 A.M. Amended Declaration of Restrictions and Covenants, Official Record 194, page 160 and 161.

Dated March 26, 1969 RECORD Man 30, 1970489 - 621

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, the undersigned, MARINE BANK & TRUST COMPANY, a Florida banking corporation, as Trustee, under a certain Trust Agreement, dated January 28, 1965, known as Trust No. 1998, is the owner of certain property located in Pasco County, Florida, and known as:

First Addition Section C-5 Flor-A-Mar, Lots 110,112,113,114,115

WHEREAS, the said property was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 25th day of November , 19 69 , being recorded in Plat Book 9 page 146, Public Records of Pasco County, Florida;

AND WHEREAS, the undersigned intends to establish certain restrictions and covenants running with the land;

NOW, THEREFORE, the undersigned as owners of said property do hereby make the following declaration of restrictions and covenants as to limitations, restrictions, and uses to which said property may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said property or part or parcels thereof, this DECLARATION OF RESTRICTIONS AND COVENANTS being designed for the purpose of keeping said property desirable, uniform and suitable, as herein specified:

- 1. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission shall be complied with.
- 2. Easements for installation and maintenance of utilities and drainage facilities are reserved on and for the rear five (5) feet of each lot, and the side three (3) feet of the actual boundary lines between individual property owners (not necessarily coincident with the side lot lines on said plat), and the public ways as designated on said plat. Reserved areas for

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said easements shall not be covered by pavement or gravel lawn or similar material.

- 3. No lot or parcel within said property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.
- 4. No trailer, tent, garage or other outbuilding shall be used as a residence, temporarily or permanently, and no outbuilding may be erected except a garage for not more than three (3) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any fencing material on the property to the rear of the front building line shall be approved by the undersigned, or its successors, assigns, or delegees, in writing at its pleasure before installation.
- 5. The ground floor area of a 1 or 1-1/2 or 2 story, one family dwelling shall be a minimum of 1,000 square feet, inclusive of the garage area.
- 6. No dwelling shall be erected nearer than twenty (20) feet to the front property line. No dwelling shall be erected nearer than 5 feet to any side property line. Wing walls shall be exempted from these restrictions.
- 7. No building or structure shall be erected, placed or altered on any lot, nor shall any storage tank, whether above or below ground, be installed until the design and location thereof shall have been approved in writing by said undersigned, or its successors, assigns, or delegees. If said undersigned, or its successors, assigns, or delegees shall fail to approve or disapprove such design and location within thirty (30) days after plans therefor have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.
- 8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
- 9. No barracks type or other structure shall be moved on any lot or parcel.
- 10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be on leashes, when outside the premises of lot owner.
- 11. No sign of any kind shall be displayed to the public view on any lot except, (1) one professional sign of not more than one foot square, or (2) one sign of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.
- 12. Whenever door-to-door mail delivery is available, curbside mail boxes shall be prohibited.

- 13. Clothes drying areas shall be restricted to side yards, between the front and rear building lines.
- 14. All house trailers, all commercial vehicles, with business designation painted thereon, all vehicles weighing more than three-fourths (3/4) tons, and all boats, boat trailers, camping or vacation trailers, luggage trailers, and similar vehicles and trailers, shall not be parked or stored regularly or habitually upon any lot or lots within said subdivision; except, however, the same may be parked or stored in a garage.
- 15. Swimming pools, the tops of which are level with the ground or are graded to ground level, shall be permitted, provided, however, that the plans for same shall be approved by the undersigned pursuant to the procedure set out in paragraph 7. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.
- 16. Individual lots shall not be resubdivided without the written approval of the undersigned, its successors, or assigns.
- 17. No overhead cables, lines, pipes of any description will be permitted other than those associated with radio and television, which shall be within the vertical projections of the front and rear building lines.
- 18. The owner must maintain front yard to back of curb, although it be a public row.
 - 19. No carports shall be permitted.
 - 20. No covered docks or earth embankment docks shall be permitted.
- 21. Ground floor elevation shall not exceed eleven (11) feet above mean sea level.
- 22. Only premium roofing shall be permitted; no composition shingles or rolled roofing shall be permitted.
- 23. Unless constructed on adjacent properties, there shall be no sea wall constructed to within ten (10) feet of the side lot line, and at either end, the return must be not less than fifteen (15) feet. Plans for the construction of all sea walls must be approved by the undersigned, according to the procedure set forth in paragraph 7.
- 24. Each owner, his personal representatives and assigns shall, by the acceptance of the delivery of a deed of conveyance from the undersigned or its successors or assigns, be deemed to agree to pay to the utility company or governmental agency, from time to time, providing street lighting facilities, a charge of \$18 per year, payable at the rate of \$1.50 per month for street lighting facilities to be erected and maintained on or near said property, said \$1.50 per month charge being a lien upon said property and enforceable as a statutory lien, and being added to and in addition to the water bill for said property. The amount of the charge shall increase or decrease in direct proportion to the cost of said street lighting facilities (including the structures and electricity) to the utility company or governmental agency concerned.

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These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon each owner of the property or any part or parcel thereof hereafter, and are imposed on said property as an obligation or charge against the same for the benefit of the undersigned, its successors and assigns, and each subsequent owner of the property or any part or parcel thereof.

The undersigned and every person hereinafter having any right, title or interest in any of said property or any lot or parcel thereof shall have the right to prevent or stop violation of any of said restrictions or covenants by injunction or other lawful procedure and to recover any damages resulting from such violation.

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

EXECUTED this 26th day of March , 1969, at Tampa, Florida.

Signed, Sealed and Delivered in the presence of:

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MARINE BANK & TRUST COMPANY, a Florida banking corporation, as Trustee under Trust No. 1998 aforesaid,

By Ma Jang S

Attest:

(Corporate Seall C

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Raymond J. Savignac and John N. Elder

to me known to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary respectively of MARINE BANK & TRUST COMPANY, a Florida banking corporation, as Trustee aforesaid, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal at Tampa in the county and state aforesaid, this 26 day of March, 1970.

Notary Public, State of Florida;

My commission expires:

Notary Public, State of Florida at Large My Commission Expires Mar. 12, 1971

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, the undersigned, Richard A. Cooper and Eileen Cooper, his wife, are recorded lot owners of property located in Pasco County, Florida, and known as:

Lot 116, Block 11, Section C-5, recorded as First Addition Section C-5 Flor-A-Mar.

WHEREAS, the said property was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 25th day of November, 1969, being recorded in Plat Book 9, page 146, Public Records of Pasco County, Florida;

AND WHEREAS, the undersigned intends to establish certain restrictions and covenants running with the land;

NOW, THEREFORE, the undersigned as owners of said property do hereby make the following declaration of restrictions and covenants as to limitations, restrictions, and uses to which said property may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said property or part or parcels thereof, this DECLARATION OF RESTRICTIONS AND COVENANTS being designed for the purpose of keeping said property desirable, uniform and suitable, as herein specified:

- 1. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission shall be complied with.
- 2. Easements for installation and maintenance of utilities and drainage facilities are reserved on and for the rear five (5) feet of each lot, and the side three (3) feet of the actual boundary lines between individual property owners (not necessarily coincident with the side lot lines on said plat), and the public ways as designated on said plat. Reserved areas for said easements shall not be covered by pavement or gravel lawn or similar material.
- 3. No lot or parcel within said property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.
- 4. No trailer, tent, garage or other outbuilding shall be used as a residence, temporarily or permanently, and no outbuilding may be erected except a garage for not more than three (3) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any

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fencing material on the property to the rear of the front building line shall be approved by the undersigned, or its successors, assigns, or delegees, in writing at its pleasure before installation.

- 5. The ground floor area of a l or l-1/2 or 2 story, one family dwelling shall be a minimum of l,000 square feet, inclusive of the garage area.
- 6. No dwelling shall be erected nearer than twenty (20) feet to the front property line. No dwelling shall be erected nearer than 5 feet to any side property line. Wing walls shall be exempted from these restrictions.
- 7. No building or structure shall be erected, placed, or altered on any lot, nor shall any storage tank, whether above or below ground, be installed until the design and location thereof shall have been approved in writing by said undersigned, or its successors, assigns, or delegees. If said undersigned, or its successors, assigns, or delegees shall fail to approve or disapprove such design and location within thirty (30) days after plans therefor have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.
- 8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
- 9. No barracks type or other structure shall be moved on any lot or parcel.
- 10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be on leashes, when outside the premises of lot owner.
- 11. No sign of any kind shall be displayed to the public view on any lot except, (1) one professional sign of not more than one foot square, or (2) one sign of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.
- 12. Whenever door-to-door mail delivery is available, curbside mail boxes shall be prohibited.
- 13. Clothes drying areas shall be restricted to side yards, between the front and rear building lines.
- 14. All house trailers, all commercial vehicles, with business designation painted thereon, all vehicles weighing more than three-fourths (3/4) tons, and all boats, boat trailers, camping or vacation trailers, luggage trailers, and similar vehicles and trailers, shall not be parked or stored regularly or habitually upon any lot or lots within said subdivision; except, however, the same may be parked or stored in a garage.
- 15. Swimming pools, the tops of which are level with the ground or are graded to ground level, shall be permitted, provided, however, that the plans for same shall be approved by the undersigned pursuant to the procedure set out in

paragraph 7. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.

- 16. Individual lots shall not be resubdivided without the written approval of the undersigned, its successors, or assigns.
- 17. No overhead cables, lines, pipes of any description will be permitted other than those associated with radio and television, which shall be within the vertical projections of the front and rear building lines.
- 18. The owner must maintain front yard to back of curb, although it be a public row.
 - 19. No carports shall be permitted.
- 20. No covered docks or earth embankment docks shall be permitted.
- 21. Ground floor elevation shall not exceed eleven (11) feet above mean sea level.
- 22. Only premium roofing shall be permitted; no composition shingles or rolled roofing shall be permitted.
- 23. Unless constructed on adjacent properties, there shall be no sea wall constructed to within ten (10) feet of the side lot line, and at either end, the return must be not less than fifteen (15) feet. Plans for the construction of all sea walls must be approved by the undersigned, according to the procedure set forth in paragraph 7.
- 24. Each owner, his personal representatives and assigns shall by the acceptance of the delivery of a deed of conveyance from the undersigned or its successors or assigns, be deemed to agree to pay to the utility company or governmental agency, from time to time, providing street lighting facilities, a charge of \$18 per year, payable at the rate of \$1.50 per month for street lighting facilities to be erected and maintained on or near said property, said \$1.50 per month charge being a lien upon said property and enforceable as a statutory lien, and being added to and in addition to the water bill for said property. The amount of the charge shall increase or decrease in direct proportion to the cost of said street lighting facilities (including the structures and electricity) to the utility company or governmental agency concerned.

These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon each owner of the property or any part or parcel thereof hereafter, and are imposed on said property as an obligation or charge against the same for the benefit of the undersigned, its successors and assigns, and each subsequent owner of the property or any part or parcel thereof.

The undersigned and every person hereinafter having any right, title or interest in any of said property or any lot or parcel thereof shall have the right to prevent or stop violation of any of said restrictions or covenants by injunction or other lawful procedure

and to recover any damages resulting from such violation.

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

EXECUTED this 27 day of March, 1970, at New

Port Richey, Florida.

Eileen

Signed, Sealed and Delivered in the presence of:

STATE OF FLORIDA)

COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 211 day of March. 1970.

My commission expires:

My Commission Expires Dec. 4, 15/8, Banded By American Fire & Casualty Co. 1.

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DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, the undersigned, Cornelius N. VanBemden, Jr. and Jane M. VanBemden, his wife, are recorded lot owners of property located in Pasco County, Florida, and known as:

Lot 111, Block 11, Section C-5, recorded as First Addition Section C-5 Flor-A-Mar.

WHEREAS, the said property was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 25 day of November , 1969, being recorded in Plat Book 9, page 146, Public Records of Pasco County, Florida;

AND WHEREAS, the undersigned intends to establish certain restrictions and covenants running with the land;

NOW, THEREFORE, the undersigned as owners of said property do hereby make the following declaration of restrictions and covenants as to limitations, restrictions, and uses to which said property may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said property or part or parcels thereof, this DECLARATION OF RESTRICTIONS AND COVENANTS being designed for the purpose of keeping said property desirable, uniform and suitable, as herein specified:

- 1. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission shall be complied with.
- 2. Easements for installation and maintenance of utilities and drainage facilities are reserved on and for the rear five (5) feet of each lot, and the side three (3) feet of the actual boundary lines between individual property owners (not necessarily coincident with the side lot lines on said plat), and the public ways as designated on said plat. Reserved areas for said easements shall not be covered by pavement or gravel lawn or similar material.
- 3. No lot or parcel within said property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.
- 4. No trailer, tent, garage or other outbuilding shall be used as a residence, temporarily or permanently, and no outbuilding may be erected except a garage for not more than three (3) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any

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fencing material on the property to the rear of the front building line shall be approved by the undersigned, or its successors, assigns, or delegees, in writing at its pleasure before installation.

- 5. The ground floor area of a 1 or 1-1/2 or 2 story, one family dwelling shall be a minimum of 1,000 square feet, inclusive of the garage area.
- 6. No dwelling shall be erected nearer than twenty (20) feet to the front property line. No dwelling shall be erected nearer than 5 feet to any side property line. Wing walls shall be exempted from these restrictions.
- 7. No building or structure shall be erected, placed, or altered on any lot, nor shall any storage tank, whether above or below ground, be installed until the design and location thereof shall have been approved in writing by said undersigned, or its successors, assigns, or delegees. If said undersigned, or its successors, assigns, or delegees shall fail to approve or disapprove such design and location within thirty (30) days after plans therefor have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.
- 8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
- 9. No barracks type or other structure shall be moved on any lot or parcel.
- 10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be on leashes, when outside the premises of lot owner.
- 11. No sign of any kind shall be displayed to the public view on any lot except, (1) one professional sign of not more than one foot square, or (2) one sign of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.
- 12. Whenever door-to-door mail delivery is available, curbside mail boxes shall be prohibited.
- 13. Clothes drying areas shall be restricted to side yards, between the front and rear building lines.
- 14. All house trailers, all commercial vehicles, with business designation painted thereon, all vehicles weighing more than three-fourths (3/4) tons, and all boats, boat trailers, camping or vacation trailers, luggage trailers, and similar vehicles and trailers, shall not be parked or stored regularly or habitually upon any lot or lots within said subdivision; except, however, the same may be parked or stored in a garage.
- 15. Swimming pools, the tops of which are level with the ground or are graded to ground level, shall be permitted, provided, however, that the plans for same shall be approved by the undersigned pursuant to the procedure set out in

and to recover any damages resulting from such violation.

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

EXECUTED this 275 day of mouch . 1970, at New Port Richey, Florida.

Cornelius N. VanBemden, Jr.

Jane M. VanBemden

Signed, Sealed and Delivered in the presence of:

Glaria P. Solinski

STATE OF FLORIDA)
COUNTY OF PASCO)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Cornelius N. VanBemden, Jr. & Jane M. VanBemden
to me known to be the persons described in and who executed the
foregoing instrument and they acknowledged before me that they
executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of march .1970.

Eleria P. Sel

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES AUGUST 10, 1973 BONDED THRU FRED W. DIESTELHURSY

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