

REC. 3924 1666

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DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 17th day of March 1982 by TOWN 'N COUNTRY PARK, INC., a Florida Corporation (Developer), owner of all the right, title and interest, both legal and equitable, in and to the following described property in Hillsborough County, Florida, to-wit:

All lots in all blocks of Logan Gate Village, Phase II, Unit I, according to plat thereof recorded in Plat Book 53, Page 36-1 of the Public Records of Hillsborough County, Florida

WITNESSETH

INT. TAX
BURTAX
DOC. STP.
REC. FEE 13.00
TOT. DUE 13.00
ACC. NO. 1190
REC. CLK.

WHEREAS, the undersigned party, as owners of the above described property, in order to protect the health and welfare of the public, to protect property values and maintain the attractiveness of the community, desire to impose certain covenants and restrictions on the use of said property:

NOW THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned parties, their legal representatives as hereinafter set forth:

1. No lot or parcel shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage.

2. No trailer, tent or any other impermanent type structure shall be permitted in the tract. No outbuilding shall be used as a residence, either temporarily or permanently. Outbuildings of the nature of garages, pool houses and others of a type and character commensurate and complimentary to the main dwelling will be permitted.

3. No dwelling shall be constructed on any lot or parcel at a cost of less than \$20,000 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling shall be constructed on any lot with a living area of less than 1,000 square feet, exclusive of porches, garages and terraces.

4. No dwelling shall be constructed on a plot having an area of less than 6,000 square feet, and such plot shall be not less than fifty feet in width at the front building setback line. No dwelling shall be erected nearer than twenty feet to the front lot line. No dwelling shall be erected nearer than three feet to any interior lot line.

5. No garage shall be erected on any lot prior to the construction of a dwelling. Garages built simultaneously with or subsequent to the construction of the dwelling shall be of the same kind of materials as the dwelling and shall be substantially in architectural conformance with the dwelling.

6. All types of architecture will be permitted in the aforementioned property. However, TOWN 'N COUNTRY PARK, INC (Developer), a Florida Corporation, its successors and assigns reserve the right unto itself and its successors and assigns to examine and approve or reject plans for any proposed residence. No such residence shall be erected without the prior written approval of TOWN 'N COUNTRY PARK, INC. (Developer), a Florida Corporation, its successors and assigns, which approval shall not be unreasonably withheld.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No barracks type or other structure shall be moved onto any lot or parcel in the area covered by these restrictions.

9. 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.

10. No sign of any kind shall be displayed to the public view on any lot except for one professional sign not more than two foot square in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the construction and sales period.

11. 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. No fence shall be erected on any lot between the front building line and the street.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

14. All lots shall be served by a community sewer and water system and the owners of residences shall pay the monthly charge for such service.

15. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

16. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations.

17. 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 party hereto has caused these presents to be

executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 17th day of March 1982.

TOWN 'N COUNTRY PARK, INC.

BY: *Alberto A. de Alejo*
Executive Vice President

ATTEST: *Elizabeth Waller*
Secretary



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Alberto A. de Alejo and Elizabeth Waller to me well known and known to me to be the individuals described in and who executed the foregoing instrument, as Executive Vice President and Secretary of TOWN 'N COUNTRY PARK, INC., and acknowledged to and before me that they executed such instruments as such Executive Vice President and Secretary of said Corporation and that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation, and that it is affixed to said instrument by due and regular corporate authority, and that the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 17th day of March 1982

Polly Lynn Brantley
Notary Public



My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires July 25, 1984
Bonded By SAECO Insurance Company of America