

DEF. REC. 4086 PG 1539
DECLARATION OF RESTRICTIONS

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HILLSBOROUGH COUNTY

Declaration of covenants and restrictions made this 28th day of March 1983 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 III, Unit II, according to the plat thereof recorded in Plat Book 54, Page 51, of the Public Records of Hillsborough County, Florida.

JAMES F. TAYLOR, JR.
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY
TAMPA, FL 33606

W I T N E S S E T H:

WHEREAS, the undersigned party, as owner 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, desires 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 for a period set forth hereinafter:

1. No lot or parcel shall be used except for residential purposes. No building 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 may have a private garage or carport and not more than one (1) utility building.
2. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes except a private garage or carport and one (1) utility building, or a builder's temporary structure.
3. The living area of the main structure, exclusive of one-story porches, carports and garages, shall not be less than 800 square feet for a one-story dwelling.
4. No dwelling shall be constructed on a lot having an area of less than 4,000 square feet. Front and rear and side setback requirements, as established by County Ordinances in effect at the time of construction shall be complied with, provided, however, that in no event shall any building be erected closer than 20 feet to the front lot line, or closer than 15 feet to the rear lot line, or closer

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than three (3) feet to any interior side lot line. No building situated on a corner lot shall be erected closer than ten (10) feet to any side street right-of-way.

5. No garage or structure other than builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling; the garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

X 6. No noxious or offensive 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.

7. No structure shall be moved onto any parcel in the area covered by these restrictions, except temporary buildings used by contractors in connection with construction work, and permitted utility buildings.

8. 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.

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

10. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar structure or installations shall be placed under the surface of the ground or in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to any adjacent residence.

X 11. No chain link fence or part thereof may be placed any closer to the street than a dwelling could be placed on the same lot line.

12. Gravel type roofs may not be used except on flat roof surfaces.

13. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

14. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or

interfere with the installation and maintenance of utilities or which may impede 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.

15. In connection with the development of any lot for residential purposes, or the construction or improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible.

16. No stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored or located upon any lot in such manner or location as to be visible to any other lot or from the street. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If reconstruction or repair of any such building or improvement is not so commenced within six (6) months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structure or improvements there, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

17. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or sub-contractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitations:

- (a) erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Developer's business of completing the development and established the properties as a residential community and disposing of the same in

- lots by sale, lease, or otherwise; or
- (b) conducting thereon its or their business of completing the development and establishing the properties as a residential community and disposing of the properties in lots by sale, lease or otherwise; or
- (c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties.

18. 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 (30) 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.

19. 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 to prevent him or them from so doing and/or to recover damages for such violations.

20. Invalidation of any one of these covenants, or any part thereof, 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, 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 28th day of March 1983

TOWN 'N COUNTRY PARK, INC.

BY:

Alberto A. de Alejo, Jr.
Vice President

ATTEST:

Elizabeth Waller
Secretary

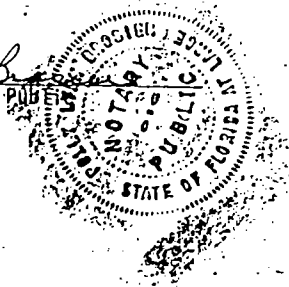


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Alberto A. de Alejo, Jr., and Elizabeth Waller to me well known and known to me to be the individuals described in and who executed the foregoing instrument, as Vice President and Secretary of TOWN 'N COUNTRY PARK, INC., and acknowledged to and before me that they executed such instruments as such 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 28th day of March 1983.

My Lynn B...
Notary Public



My Commission Expires:

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