

5.00 PJ.  
A-17059

1968

DECLARATION OF RESTRICTIONS AND COVENANTS

15 B - Block 24

RECORDED  
BK 405-Pg 543

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 FLOR-A-MAR

~~SECTION~~ 15-B, BLOCK 24;

WHEREAS, the said FLOR-A-MAR SECTION 15-B, BLOCK 24, was approved and placed of record by the Board of County Commissioners of Pasco County, Florida, on the 25th day of June, 1968, being recorded in Plat Book 9, page 59, 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 (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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CLERK OF PASCO COUNTY, FLA

said casements 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 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 shall be used as a residence, temporarily or permanently, and no outbuilding 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 undersigned, or its successors, assigns, or delegates, 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, inclusive of the garage area.

6. No dwelling shall be erected nearer than 25 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 delegates. If said undersigned, or its successors, assigns, or delegates 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 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 shall not be parked regularly or habitually or stored on any lot within said property, but may be parked or stored only in a garage or carport.

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 7th day of June, 1968.

at Tampa, Florida.

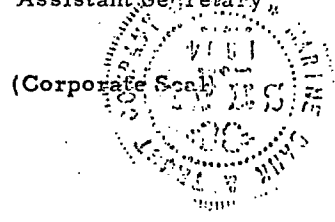
MARINE BANK & TRUST COMPANY,  
a Florida banking corporation, as  
Trustee under Trust No. 1998 afore-  
said

By Raymond J. Savignac  
Vice President and Trust Officer

SIGNED, SEALED and DELIVERED in  
the presence of:

Walter M. Hillier  
Grace Cobble

ATTEST: John N. Elder  
Assistant Secretary



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 Trust Officer and Asst. 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 7th day of June, A.D. 1968.

My commission expires:

Grace Cobble  
Notary Public, State of Florida

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

