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TARPON WOODS THIRD ADDITION

WHEREAS, TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, hereinafter referred to as "Tarpon Woods", authorized to do business in the State of Florida, is the fee simple owner of all the following-described property, situate, lying and being in the County of Pinellas, State of Florida, more particularly described as follows:

Lots 1 through 118, inclusive, according to the plat of TARPON WOODS THIRD ADDITION, as recorded in Plat Book 78, pages 4 and 5, of the public records of Pinellas County, Florida;

and

WHEREAS, Tarpon Woods recorded among the public records of Pinellas County, Florida, in O. R. Book 4688, pages 2207 through 2211, inclusive, on the 28 day of April, 1978, Covenants, Restrictions and Conditions; and

WHEREAS, pursuant to Paragraph 26, Tarpon Woods desires to amend and modify the said Covenants, Restrictions and Conditions filed among the public records of Pinellas County, Florida, in O. R. Book 4688, pages 2207 through 2211, inclusive, in their entirety; and

WHEREAS, Tarpon Woods is desirous of filing this, the first amendment to Tarpon Woods Third Addition Covenants, Restrictions, and Conditions, which first amendment shall be effective on the date on which it is filed among the public records of Pinellas County, Florida; and

WHEREAS, upon the effective date of the filing of the first amendment to Tarpon Woods Third Addition Covenants, Restrictions and Conditions which were filed on the 28 day of April, 1978, in O. R. Book 4688, pages 2207 through 2211, inclusive, shall be void and of no further force and effect.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, authorized to do business in the State of Florida, the owners in fee simple of all the following described property situate, lying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 118, Tarpon Woods Third Addition, according to the plat thereof recorded in Plat Book 78, pages 4 and 5, of the public records of Pinellas County, Florida.

and being desirous of securing the uniformity of improvements and the use of the aforesaid property, do hereby place, impress and declare the following restrictive covenants on the described property:

1. These Covenants, Restrictions and Conditions are designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified and to heighten the enjoyment of ownership thereof, to protect the value of the property by preventing the construction of unsightly structures, and the prevention of offensive or obnoxious uses.

RETURN TO:

EW

Law Offices  
Battaglia, Ross, Nollke and Forlizzo  
980 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone 813 381-2300

These Covenants, Restrictions and Conditions shall apply equally to all subsequent units and additions to Tarpon Woods Third Addition, if any should be developed, unless exceptions, additions or modifications to these Covenants, Restrictions, and Conditions are filed contemporaneously with the filing for record of any plat for such subsequent units or additions.

In order to insure that all provisions of these Covenants, Restrictions and Conditions are implemented and enforced or amended for the benefit of all unit and/or lot owners in the subdivision, a committee comprised of three (3) unit and/or lot owners shall be elected at the expiration of one-year from the date of the sale of the first lot in the subdivision.

Selection of the members of said Unit Owner Committee, hereinafter referred to as the "Committee", shall be as follows:

A. At the expiration of one year from the date of the sale of the first lot in the subdivision, the Developer shall call a meeting of all unit and/or lot owners of record for the purpose of electing the members of the Unit Owner Committee.

B. The Developer shall give written notice of said meeting to all unit and/or lot owners of record by mailing a copy of said notice to each unit and/or lot owner of record.

C. The record owner or owners of each unit and/or lot in the subdivision at the time of the election, shall be entitled to cast one (1) vote for each unit and/or lot owned. Provided that the Developer is the record owner of any units and/or lots in the subdivision, the Developer shall be entitled to vote one (1) vote for each unit and/or lot to which it holds title so long as the number of votes cast by the Developer does not exceed forty-nine percent (49%) of the total number of eligible votes.

D. All members of the Committee shall be unit and/or lot owners of record and shall be elected by a simple majority.

E. Members of the Committee may be replaced from time to time as necessary by a majority vote of the unit and/or lot owners of record so long as the Developer is not entitled to vote more than forty-nine percent (49%) of the total number of eligible votes.

Upon election of the members of the Committee, said Committee shall be responsible for the implementation and enforcement of these Covenants, Restrictions and Conditions and shall be vested with the authority of exercising the discretionary controls contained herein.

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.

3. **BUILDING LINES:** No structure shall be located nearer than 25 feet of the front lot line, nor nearer than 20 feet, or the minimum county standard to the rear lot line, nor nearer than 15 feet from any side street line. No structure shall be erected nearer than 7-1/2 feet from the outside walls to any interior lot line. Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or the Committee thereafter, at the time the plans for buildings are submitted and a copy of such plans, including

*Lea Office*  
*Battaglia, Ross, Kolbe and Tortore*  
 980 Tyrone Boulevard  
 Post Office Box 41100  
 St. Petersburg, Florida 33743  
 Telephone 813-381-2900

the plot plan, will be kept on file by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision or by the Committee thereafter to establish the setback lines as approved.

4. **MINIMUM FLOOR SPACE:** All buildings erected shall contain a minimum of one thousand six hundred (1,600) square feet for one-story dwellings, and a minimum of one thousand eight hundred (1,800) square feet for two-story dwellings, exclusive of open porches, terraces, garages, or servants quarters.

5. **LOT SIZES:** No lot shall be reduced in size by any method whatsoever without prior written consent of the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or of the Committee thereafter. 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 hereby contained shall apply as 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 fire-resistant roofs.

7. **EASEMENTS:** Easements for installation and maintenance of utilities are reserved in and over certain portions of each of said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other such lot-line improvements shall be allowed, so long as access without charge or liabilities for damages be granted for the maintenance of utilities so installed, or for the installation of additional utilities.

8. **SIDEWALKS:** Simultaneously with the construction of a dwelling on any lot, a five feet (5') wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida. Said sidewalk shall be constructed in and along the street right-of-way wherever the owner's property abuts the street. The line of grade of said sidewalk shall be in accordance with the sidewalk plan for this subdivision.

9. **TEMPORARY STRUCTURES:** Trailers, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision, and no temporary residence 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.

10. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than six (6) 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.

11. **LIVESTOCK, POULTRY AND ANIMALS:** No animals, birds, live-stock, poultry or reptiles of any kind shall be raised, bred or kept on any lot in said subdivision except that two or less dogs or cats may be kept as household pets, provided that they are not kept, bred or maintained for any commercial purpose and further provided that any such animals shall be kept in the owner's residence or in the owner's yard under fence.

*Law Office*  
*Rattaglia, Ross, Nolta and Fortizzo*  
 980 Tyrene Boulevard  
 Post Office Box 44100  
 St. Petersburg, Florida 33743  
 Telephone 813 381-3300



12. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers, oil tanks or bottled gas tanks must be underground or placed in walled-in or shrubbed-in areas, so that they shall not be visible from the adjoining properties or from the street.

13. MAINTENANCE OF PLOTS: Each parcel or plat, 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 or 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 Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or by the Committee thereafter, to do so, in writing, addressed via registered or certified United States mail to such owner at his last known address, then the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or the Committee thereafter, for such purposes may enter upon such premises for the purpose stated in said notice.

14. WALLS: No boundary wall shall be construed with a height of more than five (5) feet above the ground level of adjoining property and no boundary-line hedge or shrubbery shall be permitted with a height of more than five (5) feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or the Committee thereafter.

15. PARKING VEHICLES: No trucks, motor homes, boats, trailers or recreational vehicles of any kind, or school buses, shall be permitted to be parked in this subdivision for a period of more than four (4) hours, unless the same is present in actual construction or repair of buildings located on the land and no trucks shall be parked over night.

16. CLOTHES-DRYING AREA: No outdoor clothes drying area which is visible from the street or any adjacent property shall be permitted in said subdivision.

17. 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 exists, 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.

18. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS: In order to insure that the homes and other buildings in the subdivision will preserve a uniformly high standard of construction, no building or other structure shall be erected placed or maintained, or remain on any building lot in this subdivision until a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, poles, property lines, and set-back lines, is submitted to the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or to the Committee thereafter, as meeting the requirements of these Covenants, Restrictions and Conditions, and all being in accordance with the

*Ballagh, Kiss, Miller and Feltz*  
*980 Tyrone Boulevard*  
*Post Office Box 41100*  
*St. Petersburg, Florida 33749*  
*Telephone 813 381-2300*

building, plumbing and electrical codes of Pinellas County, Florida, in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or by the Committee thereafter, may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Developer during the period of one (1) year from the date of the sale of the first lot in the subdivision, or of the Committee thereafter, shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. The provisions herein contained shall equally apply to repair, alteration or modification made in any building, wall or other structure.

19. **VARIANCES AND ENFORCEMENT:** If any person, firm or corporation, or their heirs, successors, or assigns, shall violate or attempt to violate any of these restrictions before their expiration, it shall be lawful for any person or persons owning any part or parcel of the above-described land to prosecute any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing, or to recover damages or other dues for such violation. The prevailing party shall recover all court costs and reasonable attorneys' fees, including attorneys' fees incurred on appeal.

20. **NUISANCES:** No trade, occupation or activity of any kind or nature which is offensive, annoying, obnoxious or dangerous shall be permitted on any lot in said subdivision nor shall any act or conduct which is offensive, annoying, obnoxious or dangerous to the neighborhood be permitted.

21. **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.

22. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. **AMENDMENT:** These Covenants, Conditions and Restrictions can be amended by a vote of two-thirds (2/3) of the lot owners of the aforesaid subdivision. For purposes of voting, each lot shall be entitled to only one (1) vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at St. Petersburg, Pinellas County, Florida, this 25 day of May, 1978.

Signed, Sealed and Delivered  
in the Presence of:

TARPON WOODS GOLF AND TENNIS CLUB,  
INC.

*[Signature]*

By: *[Signature]*  
ANN FERRENTINO, President

Witnesses

(Corporate Seal)

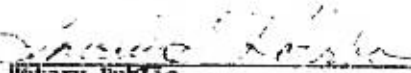
*Law Office*  
Rattaglia, Ross, Nolta and Tortorella  
980 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone 803. 381-2300

STATE OF FLORIDA )

COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, authorized to take acknowledgments, appeared ANN FERRENTINO, President of TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida corporation, who acknowledged that she has signed the above and foregoing Declaration of Covenants, Restrictions and Conditions of TARPON WOODS THIRD ADDITION, for and on behalf of said corporation and for the purposes therein expressed.

WITNESS my hand and official seal this 25 day of May, 1978.

  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
AN COMMISSION EXPIRING MAY 22, 1981  
COMMISSION NO. 00000000000000000000

Law Office  
Battaglia, Pass, Nolte and Torizzo  
980 Cypress Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33714  
Telephone 813 381-2300

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SUBORDINATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of July 29, 1974, subdivision restrictions for TARPON WOODS were placed among the public records of Pinellas County, Florida, by TARPON WOODS GOLF & TENNIS CLUB, INC., a Florida corporation, hereinafter called the "Developer", as recorded on the 30 day of July, 1974, in O.R. Book 4199, page 1310, Public Records of Pinellas County, Florida, which subdivision restrictions cover the following described property in Pinellas County, Florida:

LOTS 1 through 70, TARPON WOODS, according to the plat thereof recorded in Plat Book 72, pages 43, 44, and 45, of the public records of Pinellas County, Florida, and

WHEREAS, Paragraph 16 of the said subdivision restrictions contained a provision as it relates to the rights of the Developer pertaining to "rapid completion", and

WHEREAS, the Developer hereby subordinates any and all rights or privileges, liens or claims of lien, which may inure to the Developer under Paragraph 16, past, present or future, to any recognized lending institution, which shall include but not be limited to banks, life insurance companies, federal or state savings and loan associations, and/or real estate investment trusts.

NOW, THEREFORE, in consideration of the foregoing, Paragraph 16 of the subdivision restrictions recorded on July 30, 1974, in O.R. Book 4199, page 1310, public records of Pinellas County, Florida, is by this instrument subordinate and made inferior to the lien of any mortgage, past, present or future, to any recognized lending institution, which shall include but not be limited to banks, life insurance companies, federal or state savings and loan associations, and/or real estate investment trusts, encumbering any of the said lots which are included in the subdivision described as follows:

*Law Office*

*Buttaglia, Parker, Ness, Parker and Nether*  
980 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743

RECORDED  
PINELLAS COUNTY, FLORIDA  
JUL 31 1974  
CLERK OF COUNTY COURT

LOTS 1 through 70, TARPON WOODS, according to the plat thereof recorded in Plat Book 72, pages 43, 44 and 45, public records of Pinellas County, Florida.

Dated this 2nd day of December, 1976.

TARPON WOODS GOLF & TENNIS CLUB, INC.

By: [Signature]  
Robert P. Crisp, President

Witnesses:

[Signature]  
[Signature]

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 1976, by ROBERT P. CRISP, President of TARPON WOODS GOLF & TENNIS CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION EXPIRES  
MAY 1977

NOTARY  
PUBLIC  
STATE OF FLORIDA

Law Office  
Rattaglin, Parker, Ross, Parker and Helton  
980 Tyrona Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33747



12  
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4199 NW 1.110

R E S T R I C T I O N S

KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida Corporation, authorized to do business in the State of Florida, the owners in fee simple of all the following described property situate, laying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 70, Tarpon Woods, according to the plat thereof recorded in Plat Book 72, pages 43, 44 & 45 of the public records of Pinellas County, Florida.

and being desirous of securing the uniformity of improvements and the use of the aforesaid property, do hereby place, impress and declare the following restrictive covenants and described property:

1. 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.

2. BUILDING LINES: No structure shall be located nearer than 25 feet of the front lot line, nor nearer than 10 feet to the rear lot line, nor nearer than 35 feet to the rear lot line of any lot that abuts the golf course, nor nearer than 15 feet from any side street line. No structure shall be erected nearer than 7 - 1/2 feet from the outside walls to any interior lot line. Setback lines for corner lots and odd shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Developer and/or Association at the time the plans for buildings are submitted and a copy of such plans, including the plot plan, will be kept on file by the Developer and/or Association to establish the setback lines as approved.

3. MINIMUM FLOOR SPACE: All buildings erected shall contain a minimum of 1,600 square feet for one story dwelling, and a minimum of 1,800 square feet for two story dwelling, exclusive of open porches, terraces, garages, or servants quarters.

4. LOT SIZES: No lot shall be reduced in size by any method whatsoever without prior written consent of the Developer or his duly authorized representative. 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 hereby 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.

5. TYPE OF CONSTRUCTION: All dwellings on said lots shall be constructed of new materials, and shall have fire resistant roofs.

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This is a true and correct copy of the original as recorded in  
Public Records of Pinellas County, Florida.

ATTEST:  
P.O. Box 1193, First Central Avenue  
St. Petersburg, Florida 33733

JUN 30 7 01 PM '74

6. EASEMENTS: Easements for installation and maintenance of utilities are reserved in and over certain portions of each of said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other such lot line improvements shall be allowed, so long as access without charge or liabilities for damages be granted for the maintenance of utilities so installed, or for the installation of additional utilities.

7. SIDEWALKS: Simultaneous with construction of a dwelling on any lot, a five foot (5') wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida. Said sidewalk shall be constructed in and along the street right-of-way wherever the owner's property abuts the street. After one year, Developer shall have the right to install sidewalks and assess the owners the cost thereof. The line of grade of said sidewalk to be in accordance with sidewalk plan for this subdivision.

8. TEMPORARY STRUCTURES: Trailer, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision, and no temporary residence 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.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet, advertising the property for sale or rent. Such signs as are allowed, must be maintained in good conditions at all times and must be removed on the termination of their use.

10. LIVESTOCK AND POULTRY: No animals, birds, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that dogs, cats and birds may be kept as household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

11. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers, oil tanks or bottled gas tanks must be underground or placed in walled-in or shrubbed-in areas, so that they shall not be visible from the adjoining properties or from the street.

12. MAINTENANCE OF PLOTS: Each parcel or plat, 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 or 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 plat in the manner herein provided for more than ten (10) days after having been notified by the Developer to do so, in writing, addressed via registered or certified United States mail or such owner at his last known address, then the Developer or his agent for such purposes, 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 plat and shall become a lien upon such parcel or plat, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided.

13. WALLS: No boundary wall shall be constructed with a height of more than five (5) feet above the ground level of adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than five (5) feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Developer and/or Association.

14. PARKING OF TRUCKS: No trucks of any kind, or school buses, shall be permitted to be parked in this subdivision for a period of more than four hours unless the same is present in actual construction or repair of buildings located on the land and no trucks shall be parked over night.

15. CLOTHES DRYING AREA: No outdoor clothes drying area shall be allowed, except in the rear yard and in the case of corner lots, may not be placed within forty (40') feet of the side street line. Permanent clothes lines, other than portable-type rotary drying area shall be permitted.

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 Developer or his authorized representatives 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 direction, 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. 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 exists, 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.

18. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the parties hereto and the Developer may construct and maintain a sales agency office, together with a sign 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.

19. BUILDERS: Notwithstanding anything to the contrary herein contained, builders who are erecting model homes may construct a sign or signs totalling not more than twenty-five (25) square feet of front surface on any one (1) lot on which a model home is being erected in the subdivision and may be maintained until said model home has been sold.

20. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS: In order to insure that the homes and other buildings in the subdivision will preserve a uniformly high standard of construction, no Building or other structure shall be erected, placed or maintained, or remain on any building lot in this subdivision until a plat plan showing the location of the buildings or other structure, terraces, patios, walls, fences, driveways, poles, property lines and set-backs, is submitted to the Developer, or to an association of landowners as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes of Pinellas County, Florida in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Developer and/or Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the owner and/or Association shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. The provisions herein contained shall equally apply to repair, alteration or modification made in any building, wall or other structure.

21. The issuance of a building permit or license which may be contravention of these restrictions, shall not prevent the Developer and/or Association of any of the lot owners from enforcing these provisions.

The Developer herein may request all of the individual lot owners in this subdivision to form an association of lot owners and, upon the formation of said Association, the Developer may assign to said Association his right to approve plans, specifications and locations of buildings and to enforce these restrictions. After this has been done, all plans and specifications shall be submitted to said Association for the approval rather than to the Developer herein.

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 period 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. SEVERABILITY: Invalidity of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.



25. AMENDMENT: Thises Restrictions can be amended by two-thirds (2/3) of the lot owners of the aforesaid sub-division. For purposes of voting, each lot shall be entitled to only one vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at St. Petersburg, Pinellas County, State of Florida, this 29th day of July 1974.

Signed, Sealed and Delivered in the Presence of:

TARPON WOODS GOLF AND TENNIS CLUB, INC.

Carl H. Parker

By: [Signature]  
President

Susan Harberth

I HEREBY CERTIFY that on this 29th day of July 1974, before me personally appeared

Lloyd M. Ferrentino

President of TARPON WOODS GOLF AND TENNIS CLUB, INC. a Corporation under the laws of the State of Florida to me known to be the person who signed the foregoing instrument as such officer acknowledged the execution thereof to be their free act and deed as such officer for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation

WITNESS MY signature and official seal at St. Petersburg in the County of Pinellas and the State of Florida the day and year last aforesaid.

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA ST. LARUE  
MY COMMISSION EXPIRES MAR. 25, 1977  
BONDED THRU GENERAL INSURANCE UNDERWRITING

Carl H. Parker  
Notary Public, State of Florida

U. F. 4199 PAGE 1, (10)

## R E S T R I C T I O N S

KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS GOLF AND TENNIS CLUB, INC., a Florida Corporation, authorized to do business in the State of Florida, the owners in fee simple of all the following described property situate, laying and being in the County of Pinellas and State of Florida, and more particularly described as follows:

Lots 1 through 70, Tarpon Woods, according to the plat thereof recorded in Plat Book 72, pages 43, 44 & 45, of the public records of Pinellas County, Florida.

and being desirous of securing the uniformity of improvements and the use of the aforesaid property, do hereby place, impress and declare the following restrictive covenants and described property:

1. 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.

2. BUILDING LINES: No structure shall be located nearer than 25 feet of the front lot line, nor nearer than 10 feet to the rear lot line, nor nearer than 35 feet to the rear lot line of any lot that abuts the golf course, nor nearer than 15 feet from any side street line. No structure shall be erected nearer than 7 - 1/2 feet from the outside walls to any interior lot line. Setback lines for corner lots and odd shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Developer and/or Association at the time the plans for buildings are submitted and a copy of such plans, including the plot plan, will be kept on file by the Developer and/or Association to establish the setback lines as approved.

3. MINIMUM FLOOR SPACE: All buildings erected shall contain a minimum of 1,600 square feet for one story dwelling, and a minimum of 1,800 square feet for two story dwelling, exclusive of open porches, terraces, garages, or servants quarters.

4. LOT SIZES: No lot shall be reduced in size by any method whatsoever without prior written consent of the Developer or his duly authorized representative. 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 hereby 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.

5. TYPE OF CONSTRUCTION: All dwellings on said lots shall be constructed of new materials, and shall have fire resistant roofs.

U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535  
P.O. Box 19-3, 2115 Eastern Avenue  
St. Petersburg, Florida 33733

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6. EASEMENTS: Easements for installation and maintenance of utilities are reserved in and over certain portions of each of said lots as set forth in the aforesaid plat. After such utilities have been installed, planting, fencing or other such lot line improvements shall be allowed, so long as access without charge or liabilities for damages be granted for the maintenance of utilities so installed, or for the installation of additional utilities.

7. SIDEWALKS: Simultaneous with construction of a dwelling on any lot, a five foot (5') wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida. Said sidewalk shall be constructed in and along the street right-of-way wherever the owner's property abuts the street. After one year, Developer shall have the right to install sidewalks and assess the owners the cost thereof. The line of grade of said sidewalk to be in accordance with sidewalk plan for this subdivision.

8. TEMPORARY STRUCTURES: Trailer, tents, shacks, barns or any temporary building of any design whatsoever are expressly prohibited within this subdivision, and no temporary residence 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.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet, advertising the property for sale or rent. Such signs as are allowed, must be maintained in good conditions at all times and must be removed on the termination of their use.

10. LIVESTOCK AND POULTRY: No animals, birds, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any lot, except that dogs, cats and birds may be kept as household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

11. REFUSE: No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers, oil tanks or bottled gas tanks must be underground or placed in walled-in or shrubbed-in areas, so that they shall not be visible from the adjoining properties or from the street.

12. MAINTENANCE OF PLOTS: Each parcel or plat, 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 or 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 plat in the manner herein provided for more than ten (10) days after having been notified by the Developer to do so, in writing, addressed via registered or certified United States mail or such owner at his last known address, then the Developer or his agent for such purposes, 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 plat and shall become a lien upon such parcel or plat, collectible and enforceable in the same manner as other assessments, charges or liens as herein provided.

13. WALLS: No boundary wall shall be constructed with a height of more than five (5) feet above the ground level of adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than five (5) feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Developer and/or Association.

14. PARKING OF TRUCKS: No trucks of any kind, or school buses, shall be permitted to be parked in this subdivision for a period of more than four hours unless the same is present in actual construction or repair of buildings located on the land and no trucks shall be parked over night.

15. CLOTHES DRYING AREA: No outdoor clothes drying area shall be allowed, except in the rear yard and in the case of corner lots, may not be placed within forty (40') feet of the side street line. Permanent clotheslines, other than portable-type rotary drying area shall be permitted.

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 Developer or his authorized representatives 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 direction, 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. 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 exists, 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.

18. SALES AGENCY: Notwithstanding anything to the contrary herein contained, the parties hereto and the Developer may construct and maintain a sales agency office, together with a sign 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.

19. BUILDERS: Notwithstanding anything to the contrary herein contained, builders who are erecting model homes may construct a sign or signs totalling not more than twenty-five (25) square feet of front surface on any one (1) lot on which a model home is being erected in the subdivision and may be maintained until said model home has been sold.



20. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS: In order to insure that the homes and other buildings in the subdivision will preserve a uniformly high standard of construction, no Building or other structure shall be erected, placed or maintained, or remain on any building lot in this subdivision until a plat plan showing the location of the buildings or other structure, terraces, patios, walls, fences, driveways, poles, property lines and set-backs, is submitted to the Developer, or to an association of landowners as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes of Pinellas County, Florida in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Developer and/or Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the owner and/or Association shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without like approval. The provisions herein contained shall equally apply to repair, alteration or modification made in any building, wall or other structure.

21. The issuance of a building permit or license which may be contravention of these restrictions, shall not prevent the Developer and/or Association of any of the lot owners from enforcing these provisions.

The Developer herein may request all of the individual lot owners in this subdivision to form an association of lot owners and, upon the formation of said Association, the Developer may assign to said Association his right to approve plans, specifications and locations of buildings and to enforce these restrictions. After this has been done, all plans and specifications shall be submitted to said Association for the approval rather than to the Developer herein.

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 period 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. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

25. AMENDMENT: Theses Restrictions can be amended by two-thirds (2/3) of the lot owners of the aforesaid subdivision. For purposes of voting, each lot shall be entitled to only one vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at St. Petersburg, Pinellas County, State of Florida, this 29th day of July 1974.

Signed, Sealed and Delivered in the Presence of:

TARPON WOODS GOLF AND  
TENNIS CLUB, INC.

Carl H. Parker

By: Lloyd M. Ferrentino  
President

Susan Harberth

I HEREBY CERTIFY that on this 29th day of July 1974, before me personally appeared

Lloyd M. Ferrentino

President of TARPON WOODS GOLF AND TENNIS CLUB, INC. a Corporation under the laws of the State of Florida to me known to be the person who signed the foregoing instrument as such officer acknowledged the execution thereof to be their free act and deed as such officer for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation

WITNESS MY signature and official seal at St. Petersburg in the County of Pinellas and the State of Florida the day and year last aforesaid.

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 31, 1975  
ISSUED UNDER GENERAL INSURANCE UNDERWRITING

Carl H. Parker  
Notary Public, State of Florida

76178850

40 Rec 6.00  
 41 St  
 42 Sur  
 43 Int  
 Tot 6.00

SUBORDINATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, under date of July 29, 1974, subdivision restrictions for TARPON WOODS were placed among the public records of Pinellas County, Florida, by TARPON WOODS GOLF & TENNIS CLUB, INC., a Florida corporation, hereinafter called the "Developer", as recorded on the 30 day of July, 1974, in O.R. Book 4199, page 1310, Public Records of Pinellas County, Florida, which subdivision restrictions cover the following described property in Pinellas County, Florida:

LOTS 1 through 70, TARPON WOODS, according to the plat thereof recorded in Plat Book 72, pages 43, 44, and 45, of the public records of Pinellas County, Florida, and

WHEREAS, Paragraph 16 of the said subdivision restrictions contained a provision as it relates to the rights of the Developer pertaining to "rapid completion", and

WHEREAS, the Developer hereby subordinates any and all rights or privileges, liens or claims of lien, which may inure to the Developer under Paragraph 16, past, present or future, to any recognized lending institution, which shall include but not be limited to banks, life insurance companies, federal or state savings and loan associations, and/or real estate investment trusts.

NOW, THEREFORE, in consideration of the foregoing, Paragraph 16 of the subdivision restrictions recorded on July 30, 1974, in O.R. Book 4199, page 1310, public records of Pinellas County, Florida, is by this instrument subordinate and made inferior to the lien of any mortgage, past, present or future, to any recognized lending institution, which shall include but not be limited to banks, life insurance companies, federal or state savings and loan associations, and/or real estate investment trusts, encumbering any of the said lots which are included in the subdivision described as follows:

RECORDED  
 PINELLAS COUNTY, FLORIDA  
 JUNE 17 1975  
 CLERK OF CIRCUIT COURT

*Law Office*

*Ballaglia, Parker, Ross, Parker and Seltzer*

*980 Tyrone Boulevard*

*Post Office Box 41100*

*S. Petersburg, Florida 33743*

LOTS 1 through 70, TARPON WOODS, according to the plat thereof recorded in Plat Book 72, pages 43, 44 and 45, public records of Pinellas County, Florida.

Dated this 2nd day of December, 1976.

TARPON WOODS GOLF & TENNIS CLUB, INC.

By: [Signature]  
Robert P. Crisp, President

Witnesses:

[Signature]  
[Signature]

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 1976, by ROBERT P. CRISP, President of TARPON WOODS GOLF & TENNIS CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION EXPIRES  
DEC 31 1978



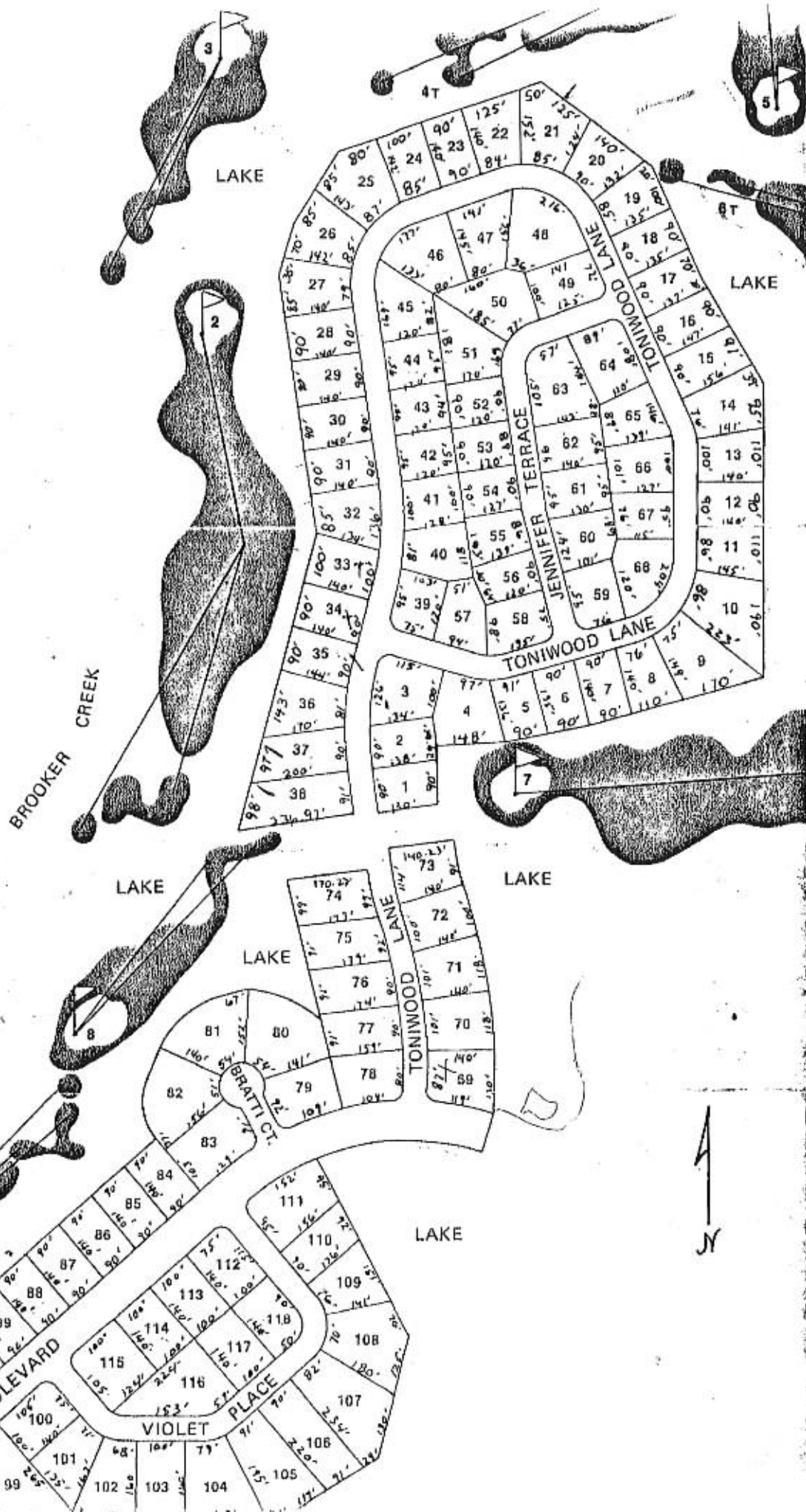
Law Offices  
Ballaglin, Parker, Ross, Parker and Gotta  
980 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743



## Homesites; nestled in the Environment of Your Choice

Moon Woods is a symphony of  
created by nature over the cen-  
and left unspoiled, so that you  
enjoy its encore, day after day.  
an uncompromising community  
ted for those who can accommo-  
their requirements for gracious  
Here, select homesites offer a  
of magnificent environments,  
your home may border mani-  
green fairways, overlook rambling  
is and brooks, view picturesque  
or sit within majestic woods of  
pines and cypress.

discriminating applaud Tarpon  
3, its enviable lifestyle and stately  
... Where nature performed  
oly ... and you take the bow.



## MY BOLT'S ME COURSE