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TARPON WOODS 4TH ADDITIONDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned TARPON WOODS DEVELOPMENT, INC., a Florida corporation (hereinafter "DEVELOPER") as owner in fee simple of certain lands lying and being situate in Pinellas County, Florida, know as:

Lots 1 through 151, inclusive, TARPON WOODS 4TH ADDITION, a subdivision of Pinellas County, Florida, according to the plat thereof recorded in Plat Book 80, Pages 49 and 50, Public Records of Pinellas County, Florida;

file herewith the following covenants, conditions and restrictions running with the land. The purpose of these covenants, conditions and restrictions, which shall apply to the hereinabove described property, is to enhance and protect the value, attractiveness and desirability of the lands constituting such subdivision and promote the health, safety and welfare of the owners of said lands. DEVELOPER hereby declares that all property described hereinabove and each and every part thereof shall be held sold and conveyed only subject to the covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, grantees or assigns and shall inure to the benefit of each owner thereof as provided for hereinafter.

ARTICLE I  
Definitions

SECTION 1. "Subdivision" shall mean and refer to the subdivided real property hereinabove described as TARPON WOODS 4TH ADDITION and each and every parcel contained therein.

SECTION 2. "Lot" shall mean and refer to any residential lot or combination of one or more lots or portions thereof as shown on the Plat of TARPON WOODS 4TH ADDITION.

SECTION 3. "Unit" or "Dwelling" shall mean and refer to any residential structure located on a residential lot, and of which more than one may form a contiguous unit.

SECTION 4. "Developer" shall mean and refer to TARPON WOODS DEVELOPMENT, INC., its successors and assigns, provided that DEVELOPER indicates in its Deed or Instrument of Conveyance that it is the intent of the DEVELOPER to convey its rights as DEVELOPER pursuant to these covenants, conditions and restrictions to such transferee entity as provided herein. The DEVELOPER shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assignee.

SECTION 5. "Record(s)" shall mean and refer to the record

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owner, whether one or more persons or entities, of a fee simple title to any lot, or residential unit, as herein defined, which is a part of the herein described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 6. "Association" shall mean TARPON WOODS 4TH ADDITION HOMEOWNERS' ASSOCIATION, an unincorporated association, its successor and assigns.

SECTION 7. "Member" shall mean every person or entity who holds membership in the ASSOCIATION, as hereinafter provided.

SECTION 8. "Maintenance" shall mean the exercise of reasonable care to keep the buildings, landscaping, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth.

## ARTICLE II Association

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots in TARPON WOODS 4TH ADDITION (hereinafter referred to as the "Subdivision"), and to enable and aid the goal of secure and safe living, there shall be created the TARPON WOODS 4TH ADDITION HOMEOWNERS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION"), an unincorporated association.

SECTION 1. Purpose. The purposes of the ASSOCIATION are as follows:

A. Contract with various entities or persons to provide services for the Subdivision as required by the members of the ASSOCIATION;

B. Assess against each lot subject hereto and collect from the owner(s) thereof an equal share of the necessary and reasonable costs of providing the services required by the ASSOCIATION;

C. Vote upon and consider, in the manner set forth herein, amendments to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TARPON WOODS 4TH ADDITION.

D. Nominate and elect a Board of Directors which shall manage the affairs of the ASSOCIATION.

SECTION 2. Membership. The DEVELOPER and/all persons hereinafter owning lots and/or dwellings in the Subdivision, whose interests are evidenced by the recordation of proper instruments among the public records of Pinellas County, Florida, shall automatically be members of the ASSOCIATION. Membership shall automatically terminate when such persons divest themselves of their respective interests in said lot and/or dwelling. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any lot and/or dwelling which is subject to assessment by the ASSOCIATION.

SECTION 3. Voting Rights. At every meeting of the members, the owner or owners of each lot and/or dwelling, either in person or by proxy, shall have the right to cast one (1) vote, as set forth herein. The vote of the majority of those present,

in person or by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provision of this Declaration, a different vote is required, in which case such express provision shall govern and control.

SECTION 4. Quorum. The presence at the meeting of the members entitled to cast votes, or of proxies entitled to cast votes, equal to fifty-one percent (51%) of all the members, shall constitute a quorum for any action except as otherwise provided in the Declaration. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the ASSOCIATION. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or unit.

### ARTICLE III Meetings of Members

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the ASSOCIATION, and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the newly elected Board of Directors of the ASSOCIATION shall be immediately succeeding the annual meeting of the members.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of a majority of the members who are entitled to vote thereat.

SECTION 3. Notice of Meetings. Written notice of each meeting of members shall be given, by or at the direction of the Directors or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members' addresses last appearing on the books of the ASSOCIATION, or supplied by such member to the ASSOCIATION for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

### ARTICLE IV Board of Directors: Selection - Term of Office

SECTION 1. Number. The affairs of this ASSOCIATION shall be managed and governed by a Board of Directors composed of not less than three (3) members nor more than five (5) members.

SECTION 2. Term of Office. Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

SECTION 3. Removal. Any director may be removed from the Board with or without cause, by a majority of the members of the ASSOCIATION. In the event of death, resignation or removal of a

director, his successor shall be selected by the remaining members of the Board of Directors and he shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the ASSOCIATION. However, any director may be reimbursed for his actual expenses incurred in performance of his duties.

SECTION 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same affect as though taken at a meeting of the directors.

SECTION 6. The First Board of Directors. The first Board of Directors shall consist of three (3) persons who shall be appointed by the DEVELOPER and who, subject to the provisions set forth hereinabove with regard to resignation and death, shall be the sole voting members of the Board of Directors of the corporation and shall hold office until the first annual meeting of the members of the ASSOCIATION, at which time the members shall elect the Board of Directors of the ASSOCIATION.

The first Board of Directors, as appointed by the DEVELOPER, are \_\_\_\_\_,  
and \_\_\_\_\_.

#### ARTICLE V Nomination and Election of Directors

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the ASSOCIATION. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI Meetings of Directors

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by any two (2) directors, after not less than three (3) days notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
Architectural Control

SECTION 1. Appointment of Architectural Committee. The DEVELOPER shall appoint a committee to be known as the Architectural Committee which shall consist of three (3) persons who shall serve on said committee so long as the DEVELOPER owns lots for sale in the Subdivision in the ordinary course of business. At such time as the DEVELOPER no longer owns lots for sale in the Subdivision, the Directors of the ASSOCIATION shall appoint an Architectural Committee consisting of three (3) or more persons who shall serve at the pleasure of the Board.

SECTION 2. Purpose of Committee. In order to insure a uniformly high standard of quality in the Subdivision and to enhance and protect the value, attractiveness and desirability of the Subdivision, no building, fence, swimming pool, mail depository, utility area, driveway, sidewalk or other structure, or residential dwelling shall be commenced, erected, installed or maintained upon the property, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved, in writing, as to the harmony or external design and location in relation to surrounding structures and topography by the Architectural Committee.

SECTION 3. Approval of Committee; How Evidenced. Whenever in this Article the approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

SECTION 4. Committee Guidelines:

A. Construction of Dwelling: No residence or other building, no fence, wall, utility area, driveway, sidewalk, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind and shape, height, size materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations, landscaping plan and irrigation system plans and such other information as the Committee shall require including, if so required, plans for the grading of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the siting of homes on each side of the residence under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in

writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans the Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at owner's cost.

All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any house can be occupied, it must be completely finished and a Certificate of Completion must be issued by the Committee.

B. Alterations, Additions and Improvements of Residences. No owner shall make any structural alteration, or shall undertake any exterior painting, remodeling or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Committee. The Committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire Subdivision in a manner consistent with the plans of development thereof.

C. Miscellaneous Additions and Alterations. No building, fence, wall, well, irrigation system, mail depository or other structure shall be erected or maintained on any lot within the Subdivision, nor shall any exterior addition, including replanting, or other external attachments be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved, in writing, by the Committee as to the harmony of external design and location in relation to surrounding structures and topography.

D. Damage and Destruction of Residences; Approval of Structural Variances. The owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the owner shall result in a

finished residence of exterior design harmonious with the other residences in the subdivision.

ARTICLE VIII  
Owner's Obligation to Repair

Each owner shall, at his sole cost and expense, repair the exterior and interior of his unit, keeping the same at all times in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX  
Owner's Obligation to Rebuild

If all or any portion of a residential structure is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE X  
Use Restrictions

SECTION 1. Residential Lots. All lots in this Subdivision shall be known and described as residential lots and shall be used for the construction of a residence for a single family and for no other purpose.

SECTION 2. Boarding. No owner or occupant shall be permitted to maintain a boarding house within said Subdivision.

SECTION 3. 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.

SECTION 4. Drilling or Mining. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

SECTION 5. Wells. No well shall be sunk or drilled on any lot in the Subdivision except for irrigation and/or swimming pools and all wells must be approved by the Architectural Committee, pursuant to the provisions of Article VII herein, prior to construction of the same.

SECTION 6. Septic Tanks, Etc. No septic tank, cesspool, sand filter or other individual sewage disposal method will be permitted on any lot within this Subdivision so long as the water and sewer disposal systems presently available within the Subdivision are operating satisfactorily to all governmental entities having jurisdiction thereof, and are available for the use of lot owners.

SECTION 7. Minimum Floor Space. Unless otherwise expressly approved by the Architectural Committee, all residential structures shall contain a minimum of 1,500 square feet living space, exclusive of open porches, terraces, patios, garages or servants'

lots.

SECTION 8. Setbacks. There shall be a minimum setback for all residential dwellings as follows:

A. There shall be a twenty-five (25) foot setback from the front line to the building or any supporting structure, save and except those lots contiguous to Tarpon Woods Boulevard which shall have a minimum setback of thirty (30) feet from the lot line contiguous to Tarpon Woods Boulevard.

B. The side lot line setback shall be seven and one-half (7 1/2) feet from any structure and/or wing walls, save and except those lots contiguous to Tarpon Woods Boulevard which shall have a minimum setback of thirty (30) feet from the lot line contiguous to Tarpon Woods Boulevard.

C. The setback from the rear of the lot shall be twenty (20) feet on lots not contiguous to a golf course and a minimum of twenty (20) feet on all lots contiguous to a golf course. No swimming pool or deck shall be constructed less than twenty (20) feet from the rear lot line.

D. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty-five (25) feet from the lot line abutting the street.

The foregoing minimum setbacks may be modified on an individual lot basis by the Architectural Committee where it appears such a modification may be granted without detrimental affect to the adjacent lots or the subdivision as a whole.

SECTION 9. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five 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. All signs shall be professionally made.

SECTION 10. Maintenance of Lots. Each lot, 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 lot or parcel in the manner herein provided for more than ten (10) days after having been notified by the ASSOCIATION to do so, in writing, addressed via registered or certified United States mail to such owner at his last known address, then the ASSOCIATION thereafter, for such purposes may enter upon such premises for the purpose stated in said notice. In the event it becomes necessary for the ASSOCIATION to maintain a lot the ASSOCIATION shall be entitled to assess the lot owner for the expenses incurred by the ASSOCIATION in maintaining the lot. Any assessment made hereunder, together with interest, cost, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property, against which such assessment is made. Any assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment when the same became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record owner on the date when the assessment became due and payable unless expressly assumed by the record owner's transferee.

SECTION 11. Temporary Structures. Trailers, tents, campers, 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 of the completion of the building.



SECTION 12. Trucks, Trailers, Boats, Vans, Campers, Recreational Vehicles, Motorcycles and Commercial Vehicles. No trucks 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. No trucks, trailers, vans, boats, motorcycles, campers or recreational vehicles of any type shall be parked overnight in the Subdivision unless inside a garage and screened from public view.

SECTION 13. Off Street Parking. No vehicle shall be parked overnight in this Subdivision except on paved driveways or in garages.

SECTION 14. Keeping of Animals. No animals, live stock or poultry of any kind shall be raised, bred or kept on any lot, save and except that each lot owner shall be allowed to have cats, dogs or other common household pets so long as there are not more than three (3) of such household pets per lot and provided that such household pets shall not be kept, bred or maintained for any commercial purposes. No person owning or in custody of such household pets shall allow said household pets to stray or go upon another lot without the consent of owner of such lot; and provided further that all animals shall be on a leash when outside of the owner's lot.

SECTION 15. Mail Depository. No mail depository shall be erected on any lot in the Subdivision without the prior approval of the design color and location of the same by the Architectural Committee pursuant to the provisions of Article VII herein.

SECTION 16. Trees. No tree with a base diameter of four (4) inches or greater shall be removed from any lot in the Subdivision without the lot owner first obtaining written consent of the Architectural Committee unless the immediate removal of such a tree is necessary in order to prevent damage to a building or other structure.

SECTION 17. Landscaping and Sprinkler Systems. At the time the owner submits plans and specifications and surveys to the Architectural Committee, a landscape survey or plan shall be submitted to the Committee for approval. All lots in this Subdivision, upon which a structure has been erected, shall be fully sodded and shall be maintained with at least the minimum landscaping required by the Architectural Committee in order to obtain approval of the plans for construction of the residential structure. All lots shall have installed thereon at the time of construction of a residential dwelling an underground sprinkler system approved by the Architectural Committee pursuant to the provisions of Article VII herein.

SECTION 18. Antennas or Aerials. No outside transmitting or receiving antenna or aerial of any type shall be erected on any lot in said Subdivision prior to obtaining written approval from the Architectural Committee.

SECTION 19. Air Conditioners. No window or wall mounted air conditioning unit shall be permitted on any residential structure in this Subdivision. Any air conditioning unit located on the exterior of a unit must be concealed in an enclosure approved by the Architectural Committee pursuant to the provisions of Article VII herein.

SECTION 20. Clothes Drying. No outdoor clothes hanging devices of any nature shall be permitted in this Subdivision.

SECTION 21. Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash or garbage containers must be

placed in walled-in or shrubbed-in areas, approved by the Architectural Committee, so that they shall not be visible from the adjoining properties or from the street, except on regular days for the collection of trash, garbage or rubbish, as provided by any sanitary service unit and then only when such sanitary service unit requires the container or containers to be placed in front of the dwelling. Each lot owner shall be required to contract for garbage pick-up with the garbage collection service serving the Subdivision.

SECTION 22. Maintenance and Repair of Structures. Each owner shall be required to maintain all buildings and structures keeping the same in a clean and attractive condition. Each owner shall be required to diligently rebuild or repair any building or structure damaged or destroyed by fire or other casualty so that such building or structure is substantially restored to its original appearance and condition. Prior to commencing repair or reconstruction of any building or structure the owner shall submit to the Architectural Committee for approval copies of all plans and specifications relating to such repair or reconstruction pursuant to the provisions set forth in Article VII herein.

SECTION 23. Walls and Fences. No boundary wall or fence shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. No wall or fence of any height or type shall be constructed or erected prior to the lot owner obtaining approval of the same pursuant to the provisions set forth in Article VII herein. No wall or fence shall be permitted upon the rear (golf course side) of any lot contiguous to a golf course. No chain link or wire fence of any type shall be permitted.

SECTION 24. Easements. Easements for installation and maintenance of utilities 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. 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.

SECTION 25. Subdivision of Lots. No lot shall be subdivided, or boundaries changed, except with the written consent of the ASSOCIATION.

SECTION 26. Sidewalks. Simultaneously with the construction of a residential structure on any lot, a four (4) foot wide, cement sidewalk shall be installed according to the specifications of Pinellas County, Florida. Said sidewalk shall be constructed 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.

SECTION 27. Golf Carts. No golf cart shall be kept on any lot within this Subdivision except in a garage or other enclosed area and concealed from public view.

SECTION 28. Basketball Goals. No basketball goal, backboard, hoop or net shall be erected on any lot or attached to any residential unit within this Subdivision so that the same is visible from a road or street.

SECTION 29. Construction and Completion. Construction of single family residential buildings shall be completed within nine (9) months from the date of commencement thereof or by authorized extension of such time limit brought before the Committee which request for extension of limitation shall be in writing and signed by all parties.

SECTION 30. Additional Rules. The ASSOCIATION shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the owners residing in the said Subdivision and to prevent such nuisances as may arise from time to time as relates to the use of the lots and/or units.

#### ARTICLE XI General Provisions

SECTION 1. Enforcement. The ASSOCIATION, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the ASSOCIATION or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event legal action becomes necessary to enforce any provision of this Declaration, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred in enforcing said provision whether or not a lawsuit is actually filed.

SECTION 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date the Declaration is recorded.

SECTION 4. Amendments. This Declaration may be amended during the twenty-five (25) year period by an instrument signed by fifty-one percent (51%) or more of all the lot owners. Any amendment to this Declaration must be recorded among the Public Records of Pinellas County, Florida, with the formalities necessary to the recordation of a Deed.

IN WITNESS WHEREOF the undersigned have set their hands and seals this 7th day of Sept., 1979.

Signed, Sealed and Delivered  
in the Presence of:

TARPON WOODS DEVELOPMENT, INC.

Witnesses:

By: LLOYD M. FERRENTINO  
President

Attest: ANN FERRENTINO  
Secretary

(Corporate Seal)