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SECOND AMENDMENT TO
TARPON WOODS FOURTH ADDITION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

JUL 3 4 22 PM '80

KNOW ALL MEN BY THESE PRESENTS, that TARPON WOODS, INC., a Netherlands corporation authorized to do business in the State of Florida, hereby makes this Second Amendment to the TARPON WOODS FOURTH ADDITION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

W I T N E S S E T H :

WHEREAS, TARPON WOODS DEVELOPMENT, INC., a Florida corporation caused to be recorded among the public records of Pinellas County, Florida, that certain Declaration of Covenants, Conditions and Restrictions, recorded in O.R. Book 4911, page 2039, public records of Pinellas County, Florida, the 12th day of December 1979; and

WHEREAS, said Declaration provides in Article XI, Section 4, that a 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;

WHEREAS, TARPON WOODS, INC., as successor developer of TARPON WOODS DEVELOPMENT, INC., is the owner of the following described lots in Tarpon Woods Fourth Addition:

LOTS 2 through 9, LOTS 11 and 12, LOTS 16 through 52, LOTS 56 through 74, LOTS 76 through 80, LOT 83, LOTS 85 through 88 and LOTS 90 through 151, according to the plat of Tarpon Woods Fourth 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; and

WHEREAS, TARPON WOODS, INC., as the owner of more than fifty-one percent (51%) of all the lots in said TARPON WOODS FOURTH ADDITION is desirous of filing this SECOND AMENDMENT TO TARPON WOODS FOURTH ADDITION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS which Amendment shall be effective on the date on which it is filed among the public records of Pinellas County, Florida.

NOW, THEREFORE, TARPON WOODS, INC., as the owners in fee simple of more than fifty-one percent (51%) of the lots subject to TARPON WOODS FOURTH ADDITION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS hereby modifies and amends said Declaration in its entirety to read as follows:

ARTICLE I
Definitions

SECTION 1. "Subdivision" shall mean and refer to the subdivided real property hereinabove described as TARPON WOODS FOURTH 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 FOURTH 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, INC., a Netherlands corporation authorized to do business in the

This instrument was recorded on 7/3/80 at 4:22 PM.

Recorded in Public Records of Pinellas County, Florida.

San Francisco, California

State of Florida, as successors 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 right 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. "Owner(s)" shall mean and refer to the record 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. "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 accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment of optimum plant growth.

ARTICLE II Architectural Control

no longer in effect
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 a lot for sale in the Subdivision in the ordinary course of business, at such time as the DEVELOPER no longer owns a lot for sale in the Subdivision in the ordinary course of business, the Architectural Committee described herein shall be terminated and cease to exist and the provisions set forth herein relating to obtaining approval from the Architectural Committee shall be terminated and of no further force and effect.

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 in 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 and 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 completed 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 III 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 IV 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 V 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, save and except that the DEVELOPER and other builders shall be permitted to construct homes in the Subdivision to be used as models or sales offices.

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 II 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 1,600 square feet living space, exclusive of open porches, terraces, patios, garages or servants' quarters.

SECTION 8. "Setbacks". All structures constructed in this Subdivision shall comply with the minimum setback requirements established by any governmental authority having jurisdiction over the same.

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 (5) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition. All signs shall be professionally made. Notwithstanding anything to the contrary herein, the DEVELOPER or builders who are engaged in the construction or sale of homes, models, sales offices or lots in the Subdivision, shall have the right to erect signs on such lots which are not in compliance with the restrictions set forth herein so long as such signs are related to the sale of lots, homes, models or offices of the DEVELOPER or such builders.

SECTION 10. "Maintenance of Lots". Each lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris or unsightly growth or such other material as may be considered a fire hazard. In the event that any owner of a lot shall fail or neglect to maintain any lot in the manner herein provided, the DEVELOPER shall have the right to enter upon any such lot for the purpose of cleaning or maintaining the same. Nothing contained herein shall be construed as obligating the DEVELOPER to maintain any lot in the Subdivision other than lots owned by the DEVELOPER.

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 concealed 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 II herein.

SECTION 16. "Trees". No tree shall be removed from any lot in this Subdivision without the lot owner complying with all applicable governmental ordinances or regulations relating to the removal of trees.

SECTION 17. "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 18. "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 II herein.

SECTION 19. "Clothes Drying". No outdoor clothes hanging devices of any nature shall be permitted in this Subdivision.

SECTION 20. "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 servicing the Subdivision.

SECTION 21. "Maintenance and Repair of Structures". Each owner shall be required to maintain all buildings and structures in 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 II herein.

SECTION 22. "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 II 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 23. "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 24. "Subdivision of Lots". No lot shall be subdivided or boundaries changed, except with the written consent of the Architectural Committee.

SECTION 25. "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 26. "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 27. "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 28. "Construction and Rapid Completion". Construction of each single family residential dwelling 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.

ARTICLE VI General Provisions

SECTION I. "Enforcement". Any owner, of a lot in the Subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Declaration or any Amendment hereto. Failure 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 attorney's fees incurred in enforcing said provision whether or not a lawsuit is actually filed.

SECTION 2. "Severability". Invalidation 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 30th day of June, 1980.

Signed, Sealed and Delivered in the Presence of:

TARPON WOODS, INC., a Netherlands corporation authorized to do business in the State of Florida

By: Wilhelmus Smits
WILHELMUS SMITS, Director and Manager

STATE OF FLORIDA)

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 30th day of June, 1980, before me, an officer duly qualified to take acknowledgements personally appeared WILHELMUS SMITS, Director and Manager of TARPON WOODS, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid the day and year last above written.

August L. McIntyre
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Nov. 8, 1983.
Bonded By American Fire & Casualty Company