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39 Rec 12.00 OAKLEAF VILLAGE HOMEOWNERS ASS'N 77091465 4550 PG 2101
41 St
42 Sur
43 Int
Tot 12.00 ms

DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 6th day of June, 1977, by CRITERION CORPORATION, a Delaware Corporation, owner of all the right, title and interest, both legal and equitable, in and to the following described property in Pinellas County, Florida, to-wit:

All of Oakleaf Village, Unit No. Five, according to map or plat thereof recorded in Plat Book 75, Page 46 (&47) of the Public Records of Pinellas County, Florida.

RECORDED PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT
JUN 10 4 29 PM '77

W I T N E S S E T H:

WHEREAS, the undersigned party, as owner of the above described property, in order to protect the health and welfare of the public, to protect the property values and maintain the attractiveness of the community, desires to impose certain covenants and restrictions on the use of said property:

NOW, THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned and upon all persons deraigning title through the undersigned, and shall be for the benefit of and limitation upon all present and future owners of the above described property, for a period set forth hereinafter:

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage or carport and not more than one utility building. Carports shall be constructed in accordance with paragraph 5 of these restrictions.

2. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any

lot at any time as a residence or other occupancy, temporarily or permanently, and no structure may be erected on any lot for other than residential purposes except a private garage and/or carport and one utility building, and temporary buildings used by contractors in connection with construction work.

No structure of any kind shall be moved on to any lot except temporary buildings used by contractors in connection with construction work, and permitted utility buildings.

3. The living area of the main structure, exclusive of open porches, carports and garages, shall not be less than 1,000 square feet for a one-story dwelling, not less than 1,000 square feet for a split-level dwelling, not less than 1,100 square feet for a two-story dwelling. The total area under the roof of the main structure including a detached garage, if any, shall be not less than 1,300 square feet for a one-story dwelling, not less than 1,400 square feet for a split-level or two-story dwelling.

4. No dwelling shall be constructed on a plot having an area of less than 7,500 square feet. No dwelling or other structure shall be erected closer than 25 feet to the front lot line, or closer than 20 feet to the rear lot line, or closer than 7½ feet to any interior lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No garage or structure, other than temporary buildings used by contractors in connection with their work, shall be erected on any plot prior to the construction of a dwelling. If a garage, carport or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage, carport or utility building shall be substantial and shall conform architecturally with the dwelling.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be

or become any annoyance or nuisance to the neighborhood.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

8. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than 4 feet square in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the construction and sales period.

9. No lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in walled-in areas so as not to be visible from the street or objectionable to any adjacent residence, and shall be kept in a clean and sanitary condition.

10. No fence shall be erected, placed or altered on any lot nearer to the street than the front of the dwelling. On corner lots no fence may be erected, placed or altered nearer to the side street than the minimum building side set-back line. No chain link fence may be placed, erected or maintained on any lot.

11. No individual well will be permitted on any lot within the subdivision except for irrigation, swimming pools or air-conditioning. No septic tanks or cesspools will be permitted on any lot within this subdivision. The requirements of this paragraph will be enforced so long as the water and sewer systems presently operating within the subdivision are operating satisfactorily to all governmental entities having jurisdiction, and are available for use.

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

13. 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 interefere 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.

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

15. 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 30 years from the date of 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 the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to restrain such violations and/or to recover damages for such violations. The prevailing party in any such action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

17. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

O.R. 4558 PAGE 2165

IN WITNESS WHEREOF, the undersigned party has caused these presents to be executed and its corporate seal to be affixed hereto, this 6th day of June 1977.

CRITERION CORPORATION

BY: Thomas J. Murphy
Vice Pres.

ATTEST: Barry M. Elkin
Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 6th day of June, 1977, before me personally appeared Thomas J. Murphy and Barry M. Elkin respectively Vice President and Secretary of CRITERION CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Tampa, in the County of Hillsborough, State of Florida the day and year last aforesaid.

Notary Public