

OFF. REC. 3412 1981
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, EDWARD L. BOLDING CONSTRUCTION CO., INC., a Florida Corporation, is the owner of all right, title and interest both legal and equitable, in the following described property lying and situated in the County of Hillsborough, State of Florida, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, of WOODBRIAR VILLAGE III, according to plat thereof recorded in Plat Book 48, on page 70 of the public records of Hillsborough County, Florida.

and that it is the desire of Edward L. Bolding Construction Co., Inc. that, in order to protect the health and welfare of the public, to protect the property and each and every lot, piece, part and parcel thereof be and they hereby are made subject to certain restrictions and limitations to-wit:

1. No lot shall be used except for residential purposes. No building or structure 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 consisting of a minimum 2-car garage or carport and not more than a 3-car garage or carport.

2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No boat, or travel trailer shall be stored in front or side yard. No truck shall be parked in front or side yard. All trash to be stored behind the house.

3. The living area of the main structure, exclusive of one-story open porches and garage or carport shall be not less than 1,200 square feet for a one-story dwelling, not less than 1,300 square feet for a split-level dwelling, and not less than 1,300 square feet for a two-story dwelling. Each house shall

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have at least a 2-car garage or carport but not more than a 3-car garage or carport. Carports shall be constructed in accordance with paragraph 7 of these restrictions.

4. Builder will include a 4' concrete sidewalk in front of house in keeping with curvature of street.

5. No dwelling shall be constructed on the plot having an area of less than 8,000 square feet, and such plot shall be not less than 80 feet in width at the front building setback line. No dwelling shall be erected nearer than 25 feet to the front lot line, nor farther than 50 feet from the front lot line. No dwelling shall be erected nearer than 7 1/2 feet to an interior lot line, except if the garage is not made a part of the dwelling, one side yard shall not be less than 10 feet to permit access to a detached garage. No building situated on a corner lot shall be erected closer than 10 feet to any street.

6. No garage or structure other than contractor tool houses shall be erected on any lot prior to the construction of a dwelling. If a garage or carport is built either simultaneously with or subsequent to the construction of a dwelling, the garage or carport shall be of the same kind of material as the construction of the dwelling; the garage or carport shall be substantial and shall conform architecturally with the dwelling.

7. No carport shall be built on a corner lot. No carport shall be built on an interior lot unless the side of the carport facing the street is constructed as part of the house with entry only from the side or rear. Visual protection shall be afforded the adjoining neighbor by construction of either a five (5) foot high wall or fence, or landscaping of equal height, which shall be maintained, repaired, or replaced if damaged.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. 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 that they are not kept, bred or maintained for any commercial purposes.

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

11. No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers, except one (1) lot may be used for temporary storage by the builder during construction. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. No fence or wall shall be erected over 6' in height and no fence shall be placed or altered on any lot nearer to the street to which it fronts than the front minimum building set-back line.

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

15. Easements for the installation and maintenance of utilities and drainage facilities 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, or which may change the direction or flow of water through drainage channels in the easements.

16. 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 utility company is responsible.

17. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF we have hereunto set our hands and seals this 31 day of August A.D., 1978

EDWARD L. BOLDING CONSTRUCTION CO., INC.
a Florida Corporation

WITNESSES:

Earl R. Barron
Shirley Knowles

By:

ATTEST:

Edward L. Bolding
President

Michael R. Bolding
Assistant Secretary

