

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, PURSLEY ZOYSIA GRASS COMPANY, a Florida corporation, and CLAUDE G. MARLOWE, INC., a Florida corporation, being the owners in fee simple of all of Magnolia Valley Subdivision - Unit #1, according to the map or plat thereof as recorded in Plat Book 9 page 104 of the Public Records of Pasco County, Florida, do hereby declare that all of said subdivision is subject to the following restrictions and limitations which are hereby declared to be covenants running with the land regardless of whether or not they are specifically mentioned in any deeds or conveyances subsequently executed:

1. All of the lots in Magnolia Valley Subdivision - Unit #1, are restricted for residential use and purpose and only one single-family house may be built thereon. Accessory buildings such as detached garage or work shop may be allowed provided no such accessory building may be constructed or used for residential purposes. Any owner may enlarge in any manner that he sees fit, subject only to the provisions of the Southern Building Code, any existing house; but any enlargement or addition must come within the set-back lines hereinafter defined.

2. The Southern Building Code as promulgated by the Southern Building Congress is adopted as the building code to be followed in this Subdivision provided only that all parts of the Southern Building Code having to do with administrative details shall not be applicable.

3. The minimum size residential unit to be built on any lot in Magnolia Valley Subdivision shall be 750 square feet, exclusive of carports, porches and breezeways. An enclosed breezeway or attached garage shall be counted at one-half of its square footage.

4. The set back lines for a residential building shall be as follows:

- (a) On interior lots, from the front of the lot line, set back 20 feet.
- (b) On interior lots, set back from the rear lot line 15 feet.
- (c) On interior lots, set back from the side lot line, 5 feet.
- (d) On corner lots, the same front and rear set-back as in (a) and (b) above, and a 5 foot set-back from the interior side lot line, but a set-back of 10 feet from the street side lot line shall be required.

(e) On corner lots where the house is constructed so that the front of the lot actually is the street corner, variance may be had as to measurement of set-back, but only with the written approval of the developer.

5. Uncovered swimming pools shall not be considered as buildings for the purpose of the set-back requirement provided only that no part of any pool including the walk-way thereon shall be nearer than 7-1/2 feet to the lot line.

6. No building of any type whatsoever including fences or the planting of shrubbery shall be accomplished on the front or rear six feet of any lot in the subdivision, for easements exist therein in favor of various utility companies.

7. No building shall be in excess of two stories in height and all dwellings in this subdivision shall be supplied with a private garage or carport, which shall be no larger than three-car size. No building shall be used for other than residential purposes.

8. No trailer, tent, garage or other outbuilding erected in the tract shall be used as a residence, temporarily or permanently.

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

10. Construction of any residence or building or addition thereto shall be diligently prosecuted and must be completed within six months from its start, barring government restrictions, strikes, or acts of God, or conditions beyond the control of the builder. Under no circumstances shall the building be occupied until after completion.

11. Any commercial vehicles kept by residents or their guests shall be garaged at night.

12. No fence or hedge shall be erected, grown or maintained to a height exceeding four feet provided only that this restriction shall not apply to any patio wall or covered or uncovered area adjacent and contiguous to any residence building.

13. No tree shall be planted so that it will overhang any other person's property at maturity, and any overhang shall be cut back at the expense of the owner of such tree.

14. No tanks of any type whatever shall be exposed above the ground. Clothes lines, if used, must be within the set-back lines heretofore set out and may only be on the rear portion of the real property, and garbage or trash cans kept at the rear of the residential building or in an enclosure prepared for such can. Trash of such size as to prohibit its being placed in a garbage can may be placed behind the curb and sidewalk directly in front of the residence, but only on the day that garbage and trash is to be collected.

15. There shall be no business operation of any type within Magnolia Valley Subdivision.

(a) No overnight parking will be allowed on the streets or rights of way of Magnolia Valley Subdivision, and all automotive equipment shall be parked either in garages, carports or on paved driveways.

(b) Lawns must be kept in a sightly condition. If a yard is allowed to become overgrown, Magnolia Valley Subdivision shall, after five (5) days' notice, cause the same to be mowed at a cost to the owner which will be added to the utility bill.

16. There shall be no advertising signs of any description, including "For Sale" signs, on the lawns or exterior of any residence in the subdivision. Any "For Sale" sign will consist of a sign not more than a 12" x 15" placard, which will be displayed only inside the window of the residence for sale.

17. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than three dogs or cats, or other similar household pets, or some combination thereof not to exceed three in the aggregate may be kept provided that they are not bred or maintained for any commercial purposes. Household pets shall be confined to their owner's premises and contained by leash or fence.

18. During the development and promotion of the subdivision, any lot or building may be occupied by a model home of the contractor building thereon, and any such model home may be utilized as an office building or a sales office of the contractor, with such use and occupation being deemed not to constitute a violation of the Restrictions. Such use and occupation, however, by the contractor shall cease and terminate directly upon the construction of model homes in any other unit of Magnolia Valley Subdivision, and no office or business of any type may be maintained permanently in Magnolia Valley Subdivision.

19. The use of a septic tank in Magnolia Valley Subdivision is prohibited, and each residence and each lavatory facility located in any accessory building shall be connected directly to the sewage collection system which is installed in the Subdivision. Likewise, no water except as provided by Magnolia Valley Services, Inc. which is a system completely installed and approved by the State Board of Health, shall be utilized within any residence or consumed by any person. The drilling of shallow wells for use in watering of lawns, shrubbery and so forth is not permitted.

20. Magnolia Valley Services, Inc., a Florida corporation, its agent, or assigns, shall install and shall have the exclusive right to install water, laterals and mains within designated easement areas for the purpose of providing water service to any lot owner who shall request it, and said company shall have necessary access rights to repair, maintain or replace such laterals and mains at any time without being liable for damages to said lot owners, it being understood that installation and repair of laterals running from the shut-off valve at the water main to dwellings or other water outlets, shall be the obligation of each individual lot owner. Magnolia Valley Services, Inc. is authorized to render monthly charges to each water user in accordance with the published schedules of the company. No water wells shall be drilled, maintained or used within this subdivision, except by Magnolia Valley Services, Inc., the developer, or their respective assigns.

21. An initial water connection fee shall be charged at the time any lot owner is at his request extended water service, which charge shall be transferable but not refundable. Upon any subsequent transfer of ownership of any lot having water service, a water transfer fee will be paid by the new owner.

22. Magnolia Valley Services, Inc., its agents or assigns shall install and shall have the exclusive right to install sanitary sewer lines and mains within designated easement areas for the purpose of providing sanitary sewer service to each and every lot of the subdivision and said company shall have necessary access rights to repair, maintain or replace such lines and mains at any time without being liable for damages to said lot owners. It shall be the obligation of each lot owner to install and maintain sanitary sewer lateral servicing his lot and connecting to the sewer main serving said lot. Magnolia Valley Services, Inc. is authorized to render monthly charges to each lot connected to its sanitary sewer system in accordance with the published schedule of the company.

23. Magnolia Valley Services, Inc. will install or cause to be installed adequate street lighting in the subdivision and for the purpose of financing the same, may assess the owner of each lot to whom water service has been extended, a monthly charge, said charge to be billed monthly with the water bill.

24. Magnolia Valley Services, Inc. may furnish, but shall not be required to do so, a trash and garbage collection service for the subdivision for which it is authorized to render charges to be billed monthly with the water bill to all lot owners receiving trash and garbage collection service.

25. All meters, water lines, sewer lines, power lines, power poles, and other equipment of the water system, sewer system, street lighting system, and trash and garbage service shall remain the property of Magnolia Valley Services, Inc., its successors and assigns, and said company shall have the exclusive right and obligation to furnish water for said subdivision

for household use and human consumption and street lighting, and said company shall have the exclusive right, if it shall so elect, to furnish a trash and garbage collection service.

26. In the event charges or assessments made pursuant to the provisions hereof by Magnolia Valley Services, Inc. to lot owners for water, sewer, street lighting and trash and garbage collection, or any of these, shall not be paid promptly when due, said company shall have the right to discontinue water service to such lot owners, and shall not be required to restore service of any kind until all such charges are paid in full, which remedy shall be in addition to all other remedies authorized by law.

27. These covenants and restrictions are real covenants and restrictions and are to run with the land and shall be binding on all parties and owners, and on all parties claiming under them for a period of thirty years from the date these covenants and restrictions are recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten years each unless prior to the commencement of any ten year period, an instrument in writing signed by the owners of a majority of the lots in this subdivision has been recorded in the public records of Pasco County, Florida, which said instrument shall agree to change, alter or rescind said covenants and restrictions in whole or in part. These restrictions may be changed and amended by the written consent of the owners of 80% of the lots within the subdivision.

28. 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 other 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 restrictions, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

29. Invalidation 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. Failure or delay by any land owner to enforce any restrictions, conditions or covenants, or agreements herein contained shall in no event be construed as the waiver of the right to do so.

IN WITNESS WHEREOF, the corporate parties hereto have caused these presents to be signed in their names by their respective Presidents, and their corporate seals to be affixed, attested by their respective secretaries, this 27th day of March, 1969.

(CORPORATE SEAL)

PURSLEY ZOYSIA GRASS COMPANY

By Walter Pursley
As its President

Attest: Carol E. Pursley
As its Secretary

Witnessed by:

Herbert Robertson
Danny Bunn

CLAUDE G. MARLOWE, INC.

(CORPORATE SEAL)

By Claude G. Marlowe
As its President

Attest: Martha M. Berry
As its Secretary

Witnessed by:

S. Ed. Whitford
Judi De Cabello

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY That on this 26 day of March, 1969, before me personally appeared WALTER L. PURSLEY and CAROL E. PURSLEY, President and Secretary, respectively, of Pursley Zoysia Grass Company, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument

The undersigned, PURSLEY ZOYSIA GRASS COMPANY, a Florida corporation, and CLAUDE G. MARLOWE, INC., a Florida corporation, being the owners in fee simple of more than eighty percent (80%) of all of Magnolia Valley Subdivision - Unit #1, said subdivision and unit being recorded in Plat Book 9 at page 104 of the Public Records of Pasco County, Florida, do hereby amend the restrictions and regulations heretofore set forth in Official Records Book 440 at page 150 of the Public Records of Pasco County, Florida, having to do only with the described subdivision and unit and declare that these amendments are covenants running with the land contained within said subdivision and unit and shall be enforceable in the same manner as the original restrictions, the said amendments being in accordance with the provisions of Paragraph 27 of the original restrictions as heretofore described, to-wit:

I.

Paragraph 1 shall be amended by adding at the end of the first sentence thereof the following:

" , except multi-family units may be constructed, subject only to the prior approval of the owners and developers; namely, PURSLEY ZOYSIA GRASS COMPANY and CLAUDE G. MARLOWE, INC., both Florida corporations."

II.

Paragraph 3 shall be amended by adding the following sentence immediately after the end of the first sentence in such paragraph, to-wit:

"The minimum size of a multi-family unit shall be six hundred (600) square feet."

III.

Paragraph 7 shall be amended by adding the following sentence at the end of the first sentence thereof, to-wit:

"Adequate off-street parking must be provided for multi-family

