

MAGNOLIA VALLEY UNIT TWO

BEING A SUBDIVISION OF A PORTION OF TRACTS 47, 47 AND 60 OF PORT RICHEY LAND COMPANY SUBDIVISION OF SECTION 34, TOWNSHIP 25 S, RANGE 10E, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 61, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

State of Florida } ss
County of Pasco }
The undersigned owners of the lands shown on this plat and described as being in Pasco County, Florida, as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 34, Township 25 S, Range 10E, Pasco County, Florida; thence run along the South Boundary of said Section 34, N85°45'35"W, 405.28 ft.; thence N0°22'22"E, 0.28 ft. to a Point of Beginning, the same being the centerline of Moon Lake Road (State Road No. 5-587) as it is now established; thence run N0°22'22"E, 120 ft.; thence S80°37'45"E, 41.53 ft.; thence S26.25 ft. along the arc of a curve to the left, said curve having a radius of 610.50 ft. and a chord of 204.57 ft. which bears N76°45'17"E, thence N63°05'22"E, 181.47 ft.; thence 204.58 ft. along the arc of a curve to the right, said curve having a radius of 622.0 ft. and a chord of 204.6 ft. which bears N76°47'17"E; thence S80°34'47"E, 21.37 ft.; thence S0°10'13"W, 230.84 ft.; thence S5°30'25"E, 70 ft. to the centerline of said Moon Lake Road; thence along the centerline of said Moon Lake Road 381.22 ft. along the arc of a curve to the left, said curve having a radius of 620 ft. and a chord of 370.25 ft. which bears S12°14'29"W, thence S63°08'24"W, 81.23 ft.; thence 237.63 ft. along the arc of a curve to the right, said curve having a radius of 600 ft. and a chord of 235.40 ft. which bears S76°45'17"E, thence N80°15'45"W, 117.00 ft. to the Point of Beginning.

have caused said land to be divided and subdivided as shown hereon and do hereby dedicate to the perpetual use of the public, all roads, streets, alleys and other rights of way, and all parks and recreation areas and all easements for utilities, drainage and other purposes and for all purposes not herein shown and depicted hereon, reserving however, the reversion or reversioners thereof should the same be relinquished, discontinued, abandoned or the use thereof discontinued as prescribed by law by appropriate official action of the proper officials having charge of jurisdiction thereof; ALSO RESERVING the right of egress and ingress over all rights of way and easements dedicated by this plat; ALSO RESERVING the right to construct and maintain water and sewer lines within all rights of way and easements dedicated by this plat; in the event of repair or maintenance causing damage to existing streets, owners agree to replace streets to prior condition within said damaged area. This the 21st day of July, A.D. 1970.

OWNER:

PURSLEY ZOYSIA GRASS COMPANY
Walter Pursley President, Carol E. Pursley Secretary
Signed, sealed and delivered in the presence of
Donald S. Jewell Witness, Jim Jolly Witness

State of Florida } ss
County of Pasco }
I hereby certify, on this 9th day of July, A.D. 1970, before me personally appeared WALTER L. PURSLEY and CAROL E. PURSLEY, respectively President and Secretary of PURSLEY ZOYSIA GRASS COMPANY, a Florida Corporation, to me known to be the persons described in a duly executed the foregoing certificate and declaration and severally acknowledged the contents thereof to be their free act and deed for the uses and purposes therein expressed; and in my hand and official seal of New Port Richey, Pasco County, Florida, the day and year first above written.
My Commission Expires OCT 16 1971
Donald S. Jewell Notary Public, State of Florida

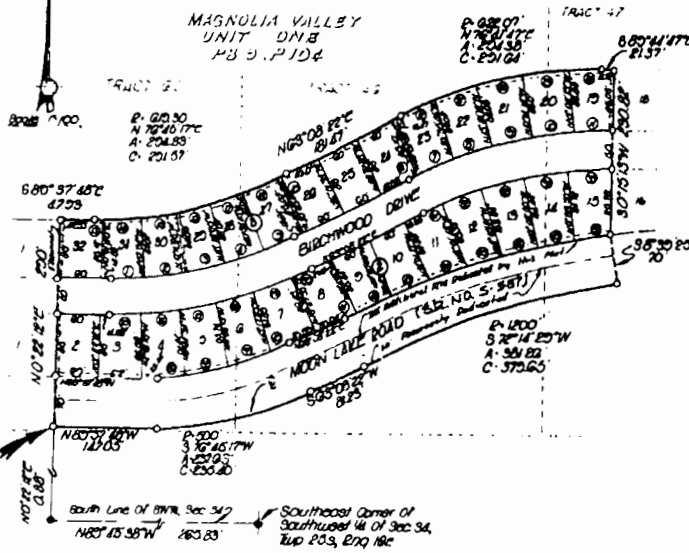
SURVEYOR'S CERTIFICATE: I hereby certify on this 8th day of July, A.D. 1970, that the plat herein submitted and instruments (PDM) were set as indicated and that all angles, bearings and dimensions are correct.

CARSON ENGINEERS
Walter Carson
WALTER A. CARSON, I.S.
P.O. Engineering Room No. 644
120 Surveyors' Bldg. No. 253

APPROVED by the Board of County Commissioners of Pasco County, Florida, on this 13th day of July, A.D. 1970.
a.c. Stodd Chairman

FILED AND RECORDED in the Public Records of Pasco County, Florida, on this 13th day of July, A.D. 1970, in PLAT BOOK 9, PAGE 197.

By: [Signature] Clerk of Circuit Court
By: [Signature] D.C.



NO.	BEO	ARC	CHD	BEARING
1	504.30	41.57	41.52	N85°08'22"E
2		61.03	61.00	N85°45'05"E
3		61.24	61.20	N76°45'17"E
4		61.31	61.28	N76°47'17"E
5		61.35	61.32	N63°05'22"E
6	306.11	11.07	11.07	N80°37'45"E
7		34.07	34.00	N76°45'17"E
8		34.07	34.00	N76°47'17"E
9		34.07	34.00	N63°05'22"E
10		65.00	65.00	S80°34'47"E
11	62.57	2.07	2.06	N80°15'45"E
12		30.00	30.00	N80°15'45"E
13		31.23	31.23	N80°15'45"E
14		31.23	31.23	N76°45'17"E
15		31.23	31.23	N76°47'17"E
16		31.23	31.23	N63°05'22"E
17	622.07	21.25	21.25	N80°37'45"E
18		61.00	61.00	N76°45'17"E
19		61.00	61.00	N76°47'17"E
20		61.00	61.00	N63°05'22"E
21	302.07	30.75	30.75	N80°37'45"E
22		34.07	34.07	N76°45'17"E
23		34.07	34.07	N76°47'17"E
24		34.07	34.07	N63°05'22"E
25		69.00	69.00	N80°37'45"E
26		30.75	30.75	N80°37'45"E
27		34.07	34.07	N76°45'17"E
28		34.07	34.07	N76°47'17"E
29		34.07	34.07	N63°05'22"E
30		69.00	69.00	N80°37'45"E
31		30.75	30.75	N80°37'45"E
32		34.07	34.07	N76°45'17"E
33		34.07	34.07	N76°47'17"E
34		34.07	34.07	N63°05'22"E
35		69.00	69.00	N80°37'45"E
36		30.75	30.75	N80°37'45"E
37	430.00	55.00	55.00	N80°15'45"E
38		65.00	65.00	N80°15'45"E
39		65.00	65.00	N76°45'17"E
40		65.00	65.00	N76°47'17"E
41	220.00	34.11	34.11	N80°37'45"E
42		34.11	34.11	N80°37'45"E
43		60.00	60.00	N80°37'45"E
44		60.00	60.00	N76°45'17"E
45		60.00	60.00	N76°47'17"E
46		60.00	60.00	N63°05'22"E
47		60.00	60.00	N80°37'45"E
48		60.00	60.00	N76°45'17"E
49		60.00	60.00	N76°47'17"E
50		60.00	60.00	N63°05'22"E
51		60.00	60.00	N80°37'45"E
52		60.00	60.00	N76°45'17"E
53		60.00	60.00	N76°47'17"E
54		60.00	60.00	N63°05'22"E
55		60.00	60.00	N80°37'45"E
56		60.00	60.00	N76°45'17"E
57		60.00	60.00	N76°47'17"E
58		60.00	60.00	N63°05'22"E

NOTE: * Indicates PPM
There is a 2" drainage easement along the rear of all lots, there is a 5' utility easement along the front of all lots. Other drainage utility easements are shown in blue on this plat and are 4 ft. in width each side of lot line unless otherwise shown.

DECLARATION OF RESTRICTIONS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, PURSLEY ZOYSIA GRASS COMPANY, a Florida corporation, being the owner in fee simple of all of Magnolia Valley Subdivision - Unit's #2 and #3, according to the map or plat thereof as recorded in Plat Book 9 at pages 149 and 150 of the Public Records of Pasco County, Florida, do hereby declare that these two unit's are 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, are restricted for residential use and purpose and only one single-family house may be built thereon, except multi-family units may be constructed, subject only to the prior approval of the owner and developer: namely, PURSLEY ZOYSIA GRASS COMPANY, a Florida corporation. 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; out 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 seven hundred and fifty (750) square feet, exclusive of carports, porches and breezeways, the minimum size of a multi-family unit shall be six hundred (600) square feet. An enclosed breezeway or attached garage shall be counted at one-half of its square footage.

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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.

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CLY OR CT PASCO COUNTY, FLA

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(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 seven and one half (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 (6) 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, adequate off-street parking must be provided for multi-family units. 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 slightly 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 kept, 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 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 of 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 outlet, 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 to 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.

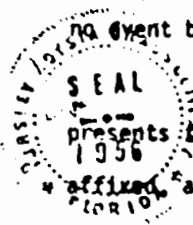
26. In the event charges or assessments made pursuant to the provisions hereof by Magnolia Valley Services, Inc. to lot owners for water, sewer, street lighting and trash and garbage collection, or any of these, shall not be paid promptly when due, said company shall have the right to discontinue water 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 party hereto have caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its secretary, this ___ day of March, 1970.

(CORPORATE SEAL)

PURSLEY ZOYSIA GRASS COMPANY

By Walter L. Pursley
As its President

Attest: Carol E. Pursley
As its Secretary

Witnessed by:

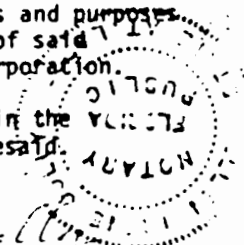
Walter L. Pursley

Carol E. Pursley

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY That on this 17 day of March, 1970, 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 is the act and deed of said corporation.

WITNESS my signature and official seal at St. Petersburg in the County of Pinellas and State of Florida, the day and year last aforesaid.



Walter L. Pursley
Notary Public, State of Florida
My Commission Expires

Notary Public, State of Florida at Large
Commission Expires Feb. 9, 1973
Walter L. Pursley & Company, Inc.