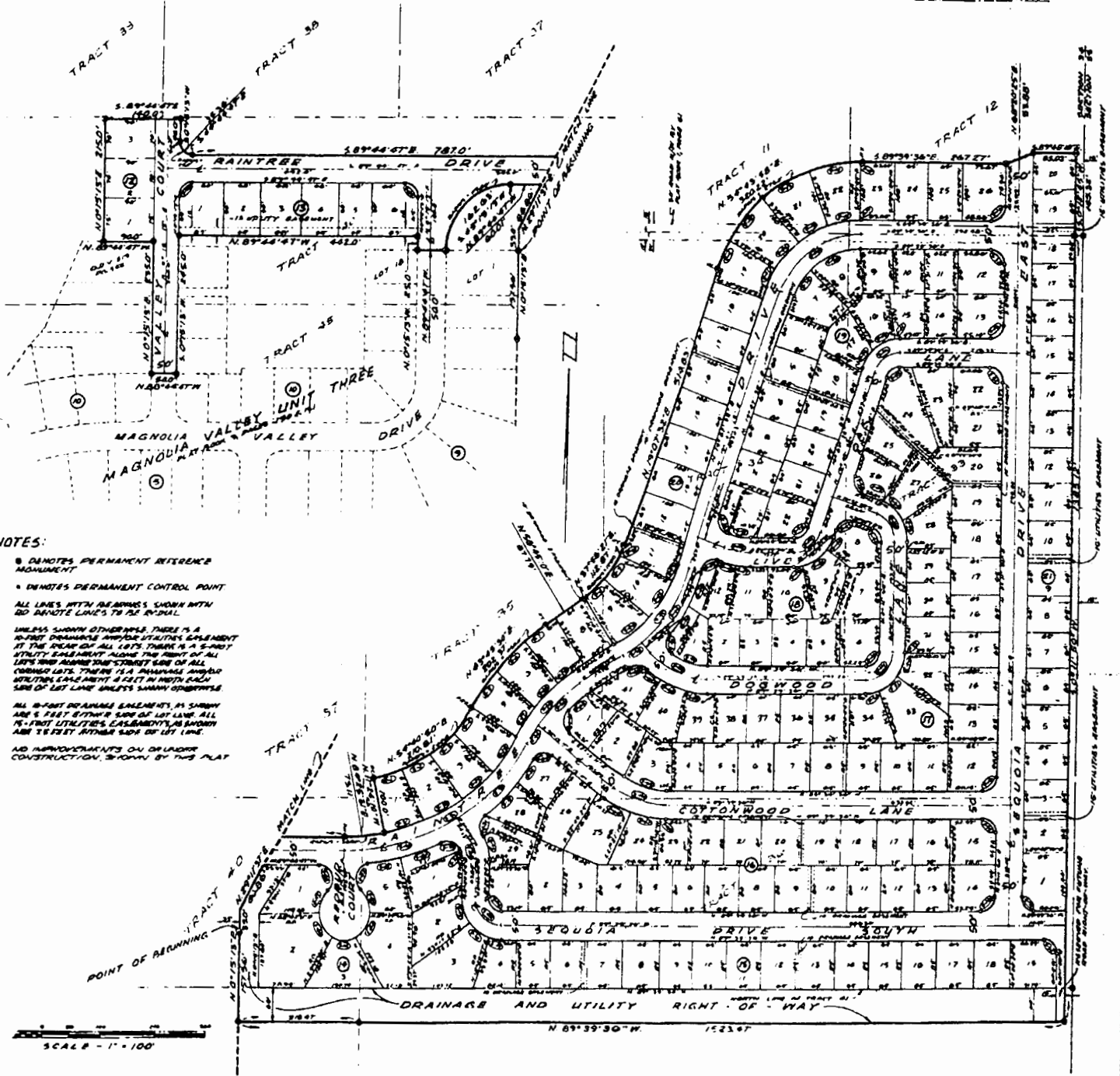


MAGNOLIA VALLEY UNIT FIVE

Book 11 Page 137

SHEET 8 OF 8 SHEETS



- NOTES:**
1. \odot DENOTES PERMANENT REFERENCE MONUMENT
 2. \bullet DENOTES PERMANENT CONTROL POINT
 3. ALL LINES WITH REARERS SHOWN WITH \odot DENOTE LINES TO BE EXCHANGED
 4. UNLESS SHOWN OTHERWISE, THERE IS A 10-FOOT DRAINAGE AND/OR UTILITY EASEMENT AT THE REAR OF ALL LOTS. THERE IS A 5-FOOT UTILITY EASEMENT ALONG THE POINT OF ALL LOTS AND ALONG THE STRAIGHT SIDE OF ALL CURVED LOTS. THERE IS A DRAINAGE AND/OR UTILITY EASEMENT 4 FEET IN WIDTH EACH SIDE OF LOT LINE UNLESS SHOWN OTHERWISE
 5. ALL 10-FOOT DRAINAGE EASEMENTS IN SHOWN ARE 5 FEET EITHER SIDE OF LOT LINE. ALL 5-FOOT UTILITY EASEMENTS AS SHOWN ARE 2.5 FEET EITHER SIDE OF LOT LINE
 6. NO IMPROVEMENTS OR CONSTRUCTION TO BE MADE UNLESS SHOWN BY THIS PLAN

SCALE - 1" = 100'

N 89° 59' 30" W 1523.67'

22.00K
3 96 17R

This instrument was prepared by:

A. J. Reynolds, of

ELIZ. LOGAN & STEPHEN B. BRADLEY
Post Office Box 156
St. Petersburg, Florida 33731

RESTRICTIONS AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the following described property in Pasco County, Florida, do hereby declare that said property 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:

All of Tract 33 together with a part of Tracts 11, 12, 34, 35, 36, 40, 41 and 45, all in the Port Richey Land Company Subdivision of Section 34, Township 25 South, Range 16 East, as recorded in Plat Pook 1, Page 61 of the public records of Pasco County, Florida, more particularly described as follows: For a POINT OF BEGINNING commence at the Northeast corner of Lot 1, Block 9, Magnolia Valley Unit Three as recorded in Plat Pook 9, pages 150 and 151 of said public records; then run N. 0° 15' 13" E., along the Northerly projection of the Easterly Line of said Lot 1, a distance of 39.00 feet; thence run N. 29° 11' 37" E. a distance of 86.86 feet; thence run N. 89° 44' 47" W., parallel with the Northerly Line of said Lot 1, a distance of 60.01 feet to the point of curve of a curve concave to the Southeast having a radius of 115.00 feet; thence run along the arc of said curve, a chord bearing of S. 45° 15' 13" W. and a chord distance of 162.63 feet to the Northwest corner of said Lot 1; thence run N. 89° 44' 47" W., across the Northerly end of Magnolia Valley Drive as platted by said Magnolia Valley Unit Three, a distance of 50.00 feet; thence run N. 0° 15' 13" E., along the Northerly projection of the Easterly Line of Lot 18, Block 10 of said Magnolia Valley Unit Three, a distance of 25.00 feet; thence run N. 89° 44' 47" W., parallel with the Northerly Lines of said Magnolia Valley Unit Three, a distance of 442.00 feet; thence run S. 0° 15' 13" W., along the Northerly projection of the Easterly right of way line of Valley Court as platted by said Magnolia Valley Unit Three, a distance of 245.00 feet; thence run N. 89° 44' 47" W., across the Northerly End of said Valley Court, a distance of 50.00 feet; thence run N. 0° 15' 13" E., along the Northerly projection of the Westerly right of way line of said Valley Court, a distance of 235.00 feet; thence run N. 89° 44' 47" W., along the Northerly Line of the lands described in Official Records Volume 519, page 552 of the aforementioned public records, a distance of 90.00 feet; thence run N. 0° 15' 13" E., a distance of 215.00 feet; thence run S. 89° 44' 47" E., parallel with the aforementioned Northerly Lines of Magnolia Valley Unit Three, a distance of 140.00 feet; thence run S. 0° 15' 13" W., along the aforementioned Northerly Projection of the Easterly right of way Line of Valley Court, a distance of 40.00 feet to the point of curve of a curve concave to the Northeast having a radius

of 25.00 feet; thence run along the arc of said curve, a chord bearing of S. 44° 44' 47" E. and a chord distance of 35.36 feet to the point of tangency of said curve; thence run S. 89° 44' 47" E., parallel with the aforementioned Northerly Lines of Magnolia Valley Unit Three and their Easterly Projection, a distance of 787.00 feet to the point of curve of a curve concave to the North having a radius of 360 feet; thence run along the arc of said curve, a chord bearing of N. 84° 25' 31" E. and a chord distance of 73.11 feet; thence run N. 11° 24' 10" W., radial to said curve, a distance of 100.00 feet to the point of curve of a curve concave to the Northwest having a radius of 260 feet and being concentric with the last mentioned curve; thence run along the arc of said curve, a chord bearing of N. 54° 40' 50" E. and a chord distance of 210.81 feet to a point of reverse curve; thence run along the arc of a curve concave to the Southeast having a radius of 450 feet, a chord bearing of N. 43° 45' 30" E. and a chord distance of 202.37 feet to the point of tangency of said curve; thence run N. 56° 45' 10" E. a distance of 87.79 feet to the point of curve of a curve concave to the Northwest having a radius of 175 feet; thence run along the arc of said curve, a chord bearing of N. 37° 56' 21" E. and a chord distance of 112.87 feet to the point of tangency of said curve; thence run N. 19° 07' 32" E. a distance of 514.83 feet to the point of curve of a curve concave to the Southeast having a radius of 275 feet; thence run along the arc of said curve, a chord bearing of N. 54° 43' 58" E. and a chord distance of 320.22 feet to the point of tangency of said curve; thence run S. 89° 39' 36" E. a distance of 267.27 feet; thence run N. 6° 20' 25" E. a distance of 53.88 feet; thence run S. 89° 48' 10" E. a distance of 85.03 feet; thence run S. 0° 12' 45" W., parallel with and 15 feet West of the East Line of the Northeast One-Quarter of the aforementioned Section 34, a distance of 145.32 feet; thence run S. 0° 11' 50" W., parallel with and 15 feet West of the East Line of the Southeast One-Quarter of said Section 34, a distance of 1385.12 feet; thence run N. 89° 39' 36" W., parallel with and 60 feet Southerly of the North Line of the aforementioned Tract 41 and its Westerly projection, a distance of 1523.47 feet; thence run N. 0° 15' 13" E., along the Easterly Line of the aforementioned Block 9, Magnolia Valley Unit Three, a distance of 157.56 feet to the POINT OF BEGINNING. Containing 37.73 acres more or less.

1. Upon subdivision of the above-described property, or any division thereof, all finished lots thereon shall be 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 any existing house in any manner that he sees fit.

subject only to the provisions of the Southern Building Code, 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 any subdivision of the property described herein, 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 any subdivision of the property described herein shall be seven hundred and fifty (750) square feet, exclusive of carports, porches and breezeways.

4. The set back lines for a residential building on finished lots 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 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 any subdivision of the property described herein, and easements in favor of utility companies shall be provided for in any such subdivision, plat or map.

7. All dwellings in any subdivision of the property described herein 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 any subdivision of the property described herein, and overnight parking will not be allowed on the streets or rights of way. All automotive equipment shall be parked either in garages, carports or on paved driveways. Lawns must be kept in a slightly condition. If a yard is allowed to become overgrown, the developer or its agent may, after five (5) days' notice, cause the same to be mowed at a cost to the owner.

16. There shall be no advertising signs of any description, including "For Sale" signs, on the lawns or exterior of any residence. 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 any subdivision of the property described herein, 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 on any other property adjacent to or contiguous with the property described herein, and no office or business of any type may be maintained permanently on the property described herein.

19. The use of a septic tank on the property described herein is prohibited, and each residence and each lavatory facility located in any

accessory building shall be connected directly to the sewage collection system which will be installed. Likewise, no water except as provided by Magnolia Valley Services, Inc. shall be utilized within any residence or consumed by any person. The drilling of wells for use in watering of lawns, shrubbery and so forth will not be 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 in any subdivision of the property described herein 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 on the property described herein, except by Magnolia Valley Services, Inc., or its successors or assigns.

21. An initial water connection fee shall be charged at the time any lot owner, at his request, is 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 any subdivision of the property described herein 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 lot owners in any such subdivision. 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 any subdivision of the property described herein and for the purpose of financing the same, may assess a monthly charge to the owner of each lot to whom water service has been extended, 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 any subdivision of the property described herein 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 any such 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 any subdivision of the property described herein has been recorded in the public records of Pasco County, Florida, which said instrument shall act to change, alter or rescind said covenants and restrictions in whole or in part.

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. Invalida ion 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 parties have executed this instrument



the 3rd day of July, 1972.

PURSLEY ZOYSIA GRASS COMPANY

By Walter L. Pursley
Walter L. Pursley, President

ATTEST:

Carol E. Pursley
Carol E. Pursley, Secretary

L. L. Reid, Jr. (SEAL)
L. L. Reid, Jr., a Co-Partner

WITNESSED BY:

Byron S. Henderson

W. L. Pursley (SEAL)
W. L. Pursley, a Co-Partner

As to Pursley Zoysia Grass Company

Byron S. Henderson

L. L. Reid, Jr. (SEAL)
L. L. Reid, Jr., individually

As to L. L. Reid, Jr. and
W. L. Pursley, Co-Partners

Sarah E. Reid (SEAL)
Sarah E. Reid

Byron S. Henderson

As to L. L. Reid, Jr., individual-
ly; and Sarah E. Reid, his wife

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY That on this 3rd day of July, 1972, 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.

Byron S. Henderson
Notary Public, State of Florida
My Commission Expires
10-1-72

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY That on this 3rd day of July, 1972, before me personally appeared L. L. REID, JR., a Co-Partner, and W. L. PURSLEY, a Co-Partner, 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 for the

uses and purposes therein mentioned.

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

Bruce A. Howard
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
10-1-72

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY That on this July day of July 1972, before me personally appeared L. L. REID, JR., individually, joined by SARAH E. REID, his wife, 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 for the uses and purposes therein mentioned.

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

Bruce A. Howard
Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
10-1-72

310865

FILED FOR RECORD
At St. Petersburg, Fla.
CLERK OF COUNTY, FLA.

JUL 6 12 06 PM '72