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D.R. 4409 PAGE 1282  
UNIT ONE

RESTRICTIONS

CLUBHOUSE ESTATES AT COUNTRYSIDE

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40 E.O.C.  
8.00 F

As recorded in Plat Book 75, Page 60 of  
the Public Records of Pinellas County, Florida.

KNOW ALL MEN BY THESE PRESENTS that U. S. HOME OF FLORIDA, INC., hereinafter referred to as the "Developer" being the owner in fee simple of all of CLUBHOUSE ESTATES AT COUNTRYSIDE, according to the map or plat thereof as recorded in Plat Book 75, Page 60 of the Public Records of Pinellas County, Florida, does hereby declare that said subdivision is subject to restrictions as follows:

1. These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.
2. All of said property shall be known and described as residential property and no structure shall be erected, altered, placed or permitted to remain on any parcel of the same other than one detached, single-family dwelling not to exceed 2½ stories in height and a two (2) or three (3) car garage, said garage to be attached and a part of the main structure.
3. No dwelling shall be erected on a land area of less than one full lot as recorded in the plat.
4. No dwelling shall have a ground floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened area, open porches, terraces, patios, and garages. All houses shall have at least two inside baths.
5. No structure of any type shall be erected nearer than twenty-five (25) feet to the front lot line of any lot. No structure shall be erected nearer than fifteen (15) feet to any rear lot line. No structure shall be erected nearer to any side lot line than a minimum of six (6) feet on one side with a total minimum of fifteen (15) feet on both sides. No structure shall be erected nearer than twenty-five (25) feet to any side street line. No structure shall exceed two and one half (2½) stories and shall not exceed twenty-five (25) feet in height.
6. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on said plat filed in the Public Records of Pinellas County, Florida are hereby reserved.
7. No tent, shack, garage, barn or other out buildings shall, at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the lots in this subdivision. No structure of any kind shall be moved onto any part of the above-described land except temporary buildings used by contractors in connection with construction work.
8. Prior to start of construction, builder shall submit two copies of complete building plans, including a plot plan and grading plan, to the developer for the purpose of insuring that the home will preserve a uniformly high standard of construction. No structure or fence shall be erected on any building lot in this subdivision until such plans are approved by the developer in writing. Refusal of approval of plans may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled descretion of the developer shall be deemed sufficient. The issuance of a building permit or license, which may be a contravention of these restrictions, shall not prevent the developer or any of the property owners from enforcing these provisions.
9. No trade, business, or profession or other type of commercial 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.

CHELSEA TITLE and GUARANTY COMPANY HOLD

RECORDED  
PINELLAS CO. FLORIDA  
JAMES J. PETERSON  
CLERK CIRCUIT COURT  
10 4 25 PM '76

Prepared by:  
U. S. HOME OF FLORIDA, INC.  
One Countryside Office Park  
Suite 500  
Clearwater, Florida

10. No servants' quarters or rooms may be erected on any lot, except where said servants' quarters or servants' rooms are attached to the main structure or to the attached garage.

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

12. No advertising signs shall be displayed with the exception of "For Sale" signs, not exceeding 24" x 24", which may be displayed inside a window of a house, except that when houses are "open for inspection" and the particular house attended by an owner's representative, then only a sign not exceeding 36" x 36" may be displayed outside the house. Provided, however, that the developer, its agents, or assigns shall have the right to erect and maintain signs advertising Clubhouse Estates at Countryside properties of such size as they deem necessary, until all the lots in the entire development have been sold.

13. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. Boats and/or trailers shall be parked inside garages and concealed from public view.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

15. Every person, firm, or corporation purchasing a lot in said subdivision shall be conclusively presumed, by the recording of the conveyance of said property to such person, firm, or corporation, to have agreed to abide by the provisions herein contained, and to do and perform all affirmative acts required herein.

- Every person, firm, or corporation purchasing a lot in Clubhouse Estates at Countryside recognizes that the developer, his agents, or assigns, has the right to maintain such furnished model homes open to the public for inspection seven (7) days per week for such hours as are deemed necessary and practical until all of the houses have been constructed and sold.

16. The developer shall have the right and authority to approve exceptions or variations from these restrictions without notice or liability to the owners of other lots or any persons of authority whatsoever.

17. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances subsequently executed and shall be binding on all parties and all persons claiming under them until January 1, 2020, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots have been recorded, agreeing to change, alter, or rescind said covenants in whole or in part.

18. If any person, firm, or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions before January 1, 2020, or any extension in writing thereof, it shall be lawful for any other person or persons owning any part or parcel of any above-described land to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

20. Grantor may include in any deed hereinafter made conveying lands in said subdivision any additional restrictive covenants to modifications not inconsistent with those herein contained and additional utilities or drainage easements.

21. All dwellings shall be constructed with concrete driveways, solid sodded front lawns, sidewalks the width of the lot along the edge of all road right-of-ways, according to the developer's specifications, and a basic shrubbery planting across the front of the house.

22. Plans for all fences must be submitted to the developer for approval prior to installation until all houses are constructed and sold in this plat. Thereafter, individual fences may be installed only upon written approval of any adjoining property owner to the fence to be installed. The developer will install a split rail fence on lots 1, 64, 49, 47, 46, 31, and 30 adjoining Countryside Boulevard. Owners of these lots agree to maintain their portion of this fence. No other fence will be allowed along Countryside Boulevard between the side lot line and the side wall of the main house structure, except a chain link fence that will be no higher than the existing split rail fence. Pools on lots in this area will use landscape material or a screened enclosure for privacy. No rear lot line solid fence will be permitted any nearer than fifteen (15) feet to the existing split rail fence along Countryside Boulevard. No fence will be allowed over five (5) feet in height on any part of CLUBHOUSE ESTATES AT COUNTRYSIDE, except on lots 9 through 22, which adjoin the Florida Power Corporation right-of-way, and lots 26 through 29, which adjoin the north portion of CLUBHOUSE ESTATES AT COUNTRYSIDE, on which U S HOME OF FLORIDA, INC. will install a six (6) foot solid fence at the rear of these lots. No fence shall extend forward of the living area of the house.

23. No exterior radio, TV, or electronic antenna shall be allowed. All such antennas shall be installed so as to be completely concealed from public view, such as in attics or garages.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by its duly authorized officer, and has executed the same individually on this 10th day of May A.D. 1976.

U S HOME OF FLORIDA, INC.

By: Douglas D. Roach  
Executive Vice-President

IN THE PRESENCE OF:

Rosemaria K. Keller  
Alicia E. O'Sell

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 10th day of May A.D. 1976, before me personally appeared Douglas D. Roach, Executive Vice-President of U.S. HOME OF FLORIDA, INC. a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing restrictions and severally acknowledged the execution thereof, to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

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

Alicia E. O'Sell  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 3, 1977  
Bonded By American Fidelity & Casualty Co.

