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RESTRICTIONS -- GROVEWOOD

KNOW ALL MEN BY THESE PRESENTS, That the undersigned persons, being the owner's in fee simple of all of Grovewood, according to the map or plat thereof recorded in Plat Book 66, Page 44,

Public Records of Pinellas County, Florida, do hereby declare that all of said subdivision is subject to the following restrictions:

The restrictions and limitations shall be covenants running with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed.

A. BUILDINGS.

1. All of the above property shall be known and described as residential property and no structure shall be erected on any parcel of the same other than one detached, single family dwelling and one attached private garage of the same architecture and general design as the residence, both to be constructed of new materials.

2. No outbuildings of any nature may be erected on the property and no garage or other structure shall be erected on the property prior to the erection of the residence.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind shall be moved onto any part of the above described property.

4. No residence shall be erected upon said property, which residence has less than 1800 square feet of floor area on the ground floor, said ground floor measurement to be exclusive of porches, patios, breezeways, garage and other areas which are either open or enclosed solely by screens. For the purpose of measurement to determine compliance with this restriction, outside wall dimensions may be used. No garage smaller than a two-car garage may be erected on the property.

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5. No houses shall be so designed or wood trim so used that it is allowed purposefully or otherwise to show a weathered look to the exterior.

6. All concrete block houses and/or walls shall have a minimum of 3/8" stucco finish unless decorative block is used for decorative purposes.

7. All roof coverings shall be concrete tile or built up roof with marble chip or equivalent.

B. LOTS AND LOCATIONS OF BUILDINGS.

1. No residence shall be constructed on any lot or parcel having less than 9,000 square feet, unless so platted.

2. No building shall be erected nearer than twenty-five feet (25') to any street lot line. No building or part thereof shall be erected nearer than seven and a half feet (7.5') to any side lot line except a front wing wall which shall not be erected nearer than four feet (4') to any side lot line unless there is a gate (not to be less than two feet and eight inches (2'8") in width,) then the wing wall may go up to the side lot line. No roof overhang or eave may be closer than five feet (5') to any side lot line. No building shall be erected nearer than twenty feet (20') to any rear lot line.

C. FENCES, WALLS, OTHER STRUCTURES AND OBSTRUCTIONS.

1. No fence or wall shall be constructed or permitted without the permission of the developer.

2. All garbage or trash containers, oil tanks, soft water tanks, air conditioners or other motors, compressors, equipment, machinery and similar structures of installation, shall be placed so that they shall not be visible from the street or adjacent property.

D. WALKS AND DRIVEWAYS.

All walks and driveways shall be constructed of concrete from the curb to lot line and the remainder shall be paved continuously

of concrete or five inches (5") of compacted oyster shell with double surface treatment or equal. No strip or ribbon driveways shall be constructed or permitted. Plans and specifications for walks and driveways shall be subject to the approval of the developer and shall be submitted to the developer together with the plans for any propose residence. Driveway approaches shall be constructed of 2500 lb. concrete. Driveway approaches shall be defined as that portion of any driveway between the existing curb and the front lot line.

E. SIDEWALKS.

There shall be constructed in accordance with Plans filed with the office of the City Engineer and the developer, sidewalks in the right-of-way on the street side (s) of every lot in this development. A 4-foot wide sidewalk shall be constructed with the street side of the sidewalk five feet (5') off of the right-of-way line. Said sidewalk shall be constructed of 3000 lb. P.S.I. concrete, formed and poured four inches (4") thick, except at driveways or vehicle crossing zones where the thickness shall be six inches (6"), reinforced with 6 x 6 ten (10) gauge wire mesh. Sidewalk construction shall be to lines and grades in accordance with specifications approved by the developer. Plot or site plans, when submitted to the developer for architectural approval, shall show sidewalks. Sidewalks shall be constructed simultaneously with the driveway and no dwelling or building shall be occupied before the sidewalks are completed. When the right-of-way available narrows down the sidewalk shall occupy all of the right-of-way behind the curb.

F. GENERAL.

1. No grade or elevation of any portion of any lot may be changed without the specific consent of the developer.

2. No curb, drainage structure, water lines, sewer line or portion of any street shall be removed or altered for any purpose without the specific consent of the developer.

3. Owners of respective lots shall be directly financially responsible to the developer for damage to the foregoing improvements resulting from the actions of employees of said owners or independent contractors furnishing labor or materials to or for said owners.

4. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property.

5. No building, structure or installation, including but not limited to residence, garage, patio, wall fence, mass planting and barbecue grill, shall be constructed, erected, or permitted upon the property until the plans and specifications therefor have first been approved by the developer or its designated authority. The said plans and specifications shall be submitted by the owner to the developer in duplicate, one of which shall be returned to the owner when approved or rejected, and the other retained by the developer. Approval by the developer of said plans and specifications shall not be deemed to be a waiver of these restrictions. The developer hereby reserves the right to disapprove plans and specifications solely on the basis of aesthetics.

6. 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.

7. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, except that not more than three (3) dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

8. No sign or flags of any kind shall be displayed to the public view on any lot or building except (1) a sign of not more than two (2) square feet advertising the property for sale or rent, or (2) signs not to exceed five (5) square feet used by a builder to advertise the property during the construction and sales period.

9. No vehicle shall be regularly 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.

10. No trailer shall be placed upon the property. No boat may be placed upon the property more than thirty (30) days.

11. No structure shall be erected or moved upon any part of the premises herein described, nor shall any change or modification be made in the exterior of any such structure unless the exterior plans and specifications thereof or such proposed modifications showing the nature, kind, shape, height and location thereof, shall have been submitted to, and in writing approved by the developer or its duly designated authority.

12. No home constructed upon any of the aforementioned property shall be used as a model home unless the Developer has granted written permission upon specific request for each lot for such use and such permission may limit the time of such use, the size and number of advertising signs.

13. The area between the sidewalk and the curb on these lots shall not receive such treatment as to be accessively difficult or expensive to replace when removed for utility installation or service. Examples of the above are gravel surfaces bonded in asphalt, solid concrete surfaces and large plants or planting which may be difficult to remove and reset. Exceptions to this shall be the drive approach which shall be concrete (see Paragraph D.)

14. The undersigned owners are hereby designated as "the developer" for the uses and purposes of these restrictions.

15. 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 or authority whatsoever.

16. Should more than one lot, as shown on the plat of the subdivision, be used as a single building site, these restrictions shall apply as though the entire building site were one lot.

17. 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 twenty-five (25) 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 (10) years each, unless prior to the commencement of any 10-year period, an instrument in writing, signed by a majority of the owners of lots, has been recorded in the Public Records of Pinellas County, Florida, which said instrument shall agree to change, alter or rescind said covenants and restrictions in whole or in part.

18. If any person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions before their expiration, it shall be lawful for any other person or persons owning any part or parcel of any above described land to prosecute and 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.

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

WITNESSES:

Patricia A. Barber

Edingthel V. Tucker

Kathryn L. Barber
KATHRYN L. BARBER

Louis E. Barber
LOUIS E. BARBER

Shirley M. Barber
SHIRLEY M. BARBER

Harold W. Barber
HAROLD W. BARBER

Gertrude C. Barber
GERTRUDE C. BARBER

Charles F. Barber
CHARLES F. BARBER

Lucinda J. Barber
LUCINDA J. BARBER

STATE OF FLORIDA)
(
COUNTY OF PINELLAS)

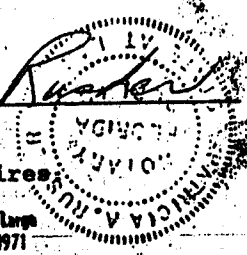
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KATHRYN L. BARBER, LOUIS E. BARBER, SHIRLEY M. BARBER, HAROLD W. BARBER, GERTRUDE C. BARBER, CHARLES F. BARBER and LUCINDA J. BARBER, to me well known and known to me to be the individuals described in and who executed the foregoing Restrictions -- Grovewood, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Clearwater, County of Pinellas, and State of Florida, this 19th day of June, A.D. 1970.

Patricia A. Russer
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 1, 1971
Bound by American Fire & Casualty Co.



AMENDED DEED RESTRICTIONS -- GROVEWOOD

KNOW ALL MEN BY THESE PRESENTS, That the undersigned persons, being a majority of the owners in fee simple of all of the lots of Grovewood subdivision, according to the map or plat thereof recorded in Plat Book 66, Page 44, Public Records of Pinellas County, Florida, do hereby amend those certain subdivision restrictions recorded in OR Book 3346, page 881 of the Public Records of Pinellas County, Florida and declare that all of said subdivision is subject to the following restrictions:

The restrictions and limitations shall be covenants running with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed.

A. PURPOSE.

The purpose of these Restrictions is to maintain a wholesome atmosphere; preserve and enhance the value of the property; and promote harmony among the residents in the Grovewood subdivision, consisting of 124 platted lots.

B. BUILDINGS.

1. All of the above property shall be known and described as residential property and no structure shall be erected on any parcel of the same other than one detached, single family dwelling and one attached private garage of the same architecture and general design as the residence, both to be constructed of new materials.

2. No outbuildings of any nature may be erected on the property with the exception of unattached utility sheds. Unattached utility sheds may be erected on the property, provided they are approved by the Board of Directors of the Grovewood Homeowners Association (hereinafter referred to as the "Board" and the "Association", respectively), all adjacent neighbors, and are not visible from the

street. Such buildings shall be limited in size to not more than 100 square feet of floor space. No garage or other structure shall be erected on the property prior to the erection of the residence.

3. No trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. No residence shall be erected upon said property, which residence has less than 1800 square feet of floor area on the ground floor, said ground floor measurement to be exclusive of porches, patios, breezeways, garage and other areas which are either open or enclosed solely by screens. For the purpose of measurement to determine compliance with this restriction, outside wall dimensions may be used. No garage smaller than a two-car garage may be erected on the property.

5. No houses shall be so designed or wood trim so used that it is allowed purposefully or otherwise to show a weathered look to the exterior.

6. All concrete block houses and/or walls shall have a minimum of 3/8" stucco finish unless decorative block, stone or brick is used for decorative purposes.

7. All pitched roof coverings shall be concrete tile or ceramic tile.

C. LOTS AND LOCATIONS OF BUILDINGS.

1. No residence shall be constructed on any lot or parcel having less than 9,000 square feet, unless so platted.

2. No building shall be erected nearer than twenty-five feet (25') to any street lot line. No building or part thereof shall be erected nearer than seven and a half feet (7.5') to any side lot

line except a front wing wall which shall not be erected nearer than four feet (4') to any side lot line unless there is a gate (not to be less than two feet and eight inches (2'8") in width,) then the wing wall may go up to the side lot line. No roof overhang or eave may be closer than five feet (5') to any side lot line. No building shall be erected nearer than twenty feet (20') to any rear lot line, except for utility sheds as noted in paragraph B. 2.

D. FENCES, WALLS, OTHER STRUCTURES AND OBSTRUCTIONS.

1. No fence or wall shall be constructed or permitted without the approval of the Board, except that direct replacement of existing fences with like material will be allowed providing a city permit is obtained.

2. All garbage or trash containers, oil tanks, soft water tanks, compressors, equipment, machinery and similar structures of installation, shall be placed so that they shall not be visible from the street or adjacent property. Air conditioner and sprinkler pump systems must be behind the front set back line. Homeowners are encouraged to use plants, bushes or walls to conceal air conditioners and garbage cans.

E. WALKS AND DRIVEWAYS.

All walks and driveways shall be constructed of concrete. No strip or ribbon driveways shall be constructed or permitted. Plans and specifications for walks and driveways shall be subject to the specifications of the City of Clearwater and the approval of the Board.

F. GENERAL.

1. No grade or elevation of any portion of any lot may be changed without the specific approval of the Board.

2. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property.

3. No building, structure or installation, including but not limited to residence, garage, patio, wall fence, and barbecue grill, shall be constructed, erected, or permitted upon the property until the plans and specifications therefor have first been approved by the Board. The said plans and specifications shall be submitted by the owner to the Board in duplicate, one of which shall be returned to the owner when approved or rejected, and the other retained by the Board. Approval by the Board of said plans and specifications shall not be deemed to be a waiver of these restrictions. The Board hereby reserves the right to disapprove plans and specifications solely on the basis of aesthetics.

4. 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.

5. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot, except that not more than a combined total of three (3) dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

6. No signs or flags for commercial or political purposes shall be displayed to the public view on any lot or building except one (1) sign of not more than six (6) square feet advertising the property for sale or rent.

7. No vehicle shall be regularly parked on any part of this property except on paved streets and paved driveways. No

commercial vehicles, other than those present on business, may be parked in the subdivision.

8. No boat, motor home, camping trailer, semitrailer truck or cab, travel trailer, boat trailer, or hauling trailer, shall be placed upon the property for more than three (3) days unless it is kept out of view from the street and out of view from each of the adjacent neighbors.

9. No structure shall be erected or moved upon any part of the premises herein described, nor shall any change or modification be made in the exterior of any such structure unless the exterior plans and specifications thereof or such proposed modifications showing the nature, kind, shape, height and location thereof, shall have been submitted to, and in writing approved by the Board.

10. The Board shall have the right and authority to approve exceptions or variations from these restrictions without liability to the owners of other lots or any persons or authority whatsoever. Homeowners immediately adjacent to, and across the street from shall be notified in writing of requested variances at least 10 days prior to the Board meeting scheduled for discussion of the request; and shall be given the opportunity to submit objections in writing to the Board within the 10 day period. All matters requiring Board approval are subject to city ordinances.

11. Should more than one lot, as shown on the plat of the subdivision, be used as a single building site, these restrictions shall apply as though the entire building site were one lot.

12. 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 ten (10) years commencing on the 19th day of June, 1995,

after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any 10-year period, an instrument in writing, signed by a majority of the owners of lots, has been recorded in the Public Records of Pinellas, County, Florida, which said instrument shall agree to change, alter or rescind said covenants and restrictions in whole or in part.

13. If any person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions before their expiration, it shall be lawful for the Board, or any other person or persons owning any part or parcel of any above described land to prosecute and proceed 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, by injunction or otherwise, or to recover damages or other dues for such violation, or both. In the event of such litigation, the prevailing party shall be entitled to recover its attorney fees and court costs.

14. 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.

15. All owners of lots in the subdivision shall be members of the Association, and subject to its Articles of Incorporation and By-Laws.

16. Any request requiring Board approval that is either approved or rejected can be appealed to the Association by means of a called meeting for that purpose; provided, however, no decision of the Board shall be overturned unless a majority of the lot owners in the subdivision shall vote to overturn the Board's decision.

17. When a vote of the owners is called for or permitted hereunder, there shall only be one vote per lot. In the event there is more than one owner of any given lot the majority of the owners of that lot shall decide how the vote from that lot is cast. If there is an even number of owners of any given lot and said owners are evenly divided as to how to vote on any given issue, there shall be no vote counted on behalf of said lot.

SECOND AMENDED DEED RESTRICTIONS – GROVEWOOD

WHEREAS, on June 19, 1970, certain subdivision restrictions were recorded in Official Record Book 3346, Page 881 of the Public Records of Pinellas County, Florida, (the “Original Restrictions”) concerning the ownership, use and maintenance of lots contained in Grovewood Subdivision, Pinellas County, Florida ;

Whereas, on January 28, 1994, a Certificate of Amendment to the Grovewood Subdivision Restrictions was recorded in Official Record Book 8548, Page 525 of the Public Records of Pinellas County, Florida (the “First Amendment”); and

Whereas, the undersigned owners further amend the Grovewood Subdivision Restrictions with this Second Amendment as hereinafter set forth.

Now, therefore, KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons, being the owners in fee simple of a majority of the lots of Grovewood Subdivision, according to the map or plat thereof recorded in Plat Book 66, Page 44 of the Public Records of Pinellas County, Florida, do hereby declare that all of said Subdivision is subject to the following restrictions and terms:

1. The recitals contained hereinabove are true and accurate and are incorporated herein by reference.
2. No owner(s) shall erect, construct, use, keep or maintain any mailbox or receptacle for the receiving of mail, magazines or packages which is detached from the residence, which is owned by said owner(s), with the exception of the mailboxes currently located on Lots 80, 92 and 96, which are hereby “grandfathered” in.
3. Except as otherwise modified by this Second Amendment, all of the original terms and conditions of the Original Restrictions and the First Amended Restrictions shall remain in full force and effect.
4. The restrictions and limitations contained herein are covenants running with the land, regardless of whether or not they are specifically mentioned or identified in any Deeds of conveyance subsequently executed by the owners of any lot in the subdivision.
5. These restrictions may be executed in separate counterparts, identified as a Consent to Second Amended Deed Restrictions – Grovewood, which counterparts may be attached to this Second Amended Deed Restrictions and be considered as one executed document.