

RESTRICTIONS

HOLIDAY CLUB, PLAT BOOK 8, PAGE 31

STATE OF FLORIDA

COUNTY OF PASCO

WHEREAS, SUNRAY INVESTORS, INC. - R. B. LANE, President and NATE DELISI, Secretary are the Owners of all the following described property, situated, lying and being in the County of Pasco, State of Florida, to-wit:

A subdivision of a portion of the Northeast 1/4 of Section 34, Township 26 South, Range 17 East, Pasco County, Florida, more particularly described as follows:

Commence at the Northeast corner of Said Section 34; thence N 89° 29' -30" W (assumed bearing) along the North boundary of said Section 34, a distance of 466.15 feet for a Point of Beginning; thence S 08° 51' -30" W., a distance of 130.93 feet to a point on curve; thence on an arc to the right of 203.76 feet, with a radius of 427.01 feet, subtended by a chord of 201.84 feet, chord bearing S 67° 30' -00" E., to a point on curve; thence S 36° 08' 30" W., a distance of 175.00 feet to a point on curve; thence on an arc to the right of 178.93 feet, with a radius of 252.91 feet, subtended by a chord of 175.22 feet, chord bearing S 33° 35' -25" E., to a point of tangency; thence S 13° 19' -20" E., a distance of 88.96 feet to a point on curve; thence on an arc to the left of 101.71 feet with a radius of 1025.00 feet, subtended by a chord of 101.67 feet, chord bearing S 82° 15' 00" W., to a point on curve; thence S 09° 28' -37" E., a distance of 50.01 feet to a point on curve; thence S 10 39' 00" E., a distance of 125.00 feet to a point on curve; thence on an arc to the left of 49.69 feet, with a radius of 850.00 feet, subtended by a chord of 49.69 feet, chord bearing S 77° 40' 30" W., to a point on curve; thence S 14° 00' 00" E., a distance of 300.00 feet; thence S 06° 12' -52" W., a distance of 870.73 feet; thence S 78° 00' 00" W., a distance of 185.86 feet; thence N 00° 04' 40" W., a distance of 5.07 feet; thence S 89° 55' 20" W., a distance of 50.00 feet; thence N 89° 18' 15" W., a distance of 329.83 feet; thence N 00° 04' 45" W., a distance of 400.87 feet; thence N 78° 00' 00" E., along the Easterly boundary of the Holiday Club Unit No. 1, recorded in Plat Book 7, page 119 of the Public Records of Pasco County, Florida, a distance of 227.70 feet; thence N 12° 00' 00" W., a distance of 265.00 feet to a point of curvature; thence on an arc to the left of 236.30 feet, with a radius of 175.00 feet, subtended by a chord of 218.76 feet, chord bearing N 50° 41' 00" W., to a point of tangency; thence N 89° 22' 00" W., a distance of 97.23 feet; thence N 00° 38' 00" E., a distance of 300.00 feet; thence S 89° 22' 00" E., a distance of 54.82 feet; thence N 00° 04' 55" W., a distance of 316.78 feet; thence N 89° 29' 30" W., a distance of 55.23 feet; thence N 00° 30' 30" E., continuing along the Easterly boundary of said The Holiday Club, Unit No. 1, a distance of 505.00 feet; thence S 89° 29' 30" E., along the North boundary of said Section 34, a distance of 613.18 feet to the Point of beginning, containing 28.01 acres more or less.

WHEREAS, the said Owners are desirous of placing certain restrictions on the above-described property:

NOW, THEREFORE, the said Owners do hereby impose the following restrictions on all of the said property hereinabove described; these covenants and restrictions are to run with the land and shall be binding on all claiming by, through or under the said Owners.

1. This property shall be used for residential purposes only.

2. That Holiday Lane, Beachway Lane, Vacation Lane, Paradise Lane, and Lakeview Lane, shown on the plat of the Holiday Club Unit #2, are hereby dedicated for the use of all owners in the subdivision and their assigns, hereby granting unto said owners and their assigns all right of ingress and egress, as accrue to the owners of any dedicated street. And the owners hereby agree that they will convey the fee simple title to said streets to SUNRAY INVESTORS, INC., and/or to a federal or state bank in trust, for the purpose of maintaining such streets, granting in such trust conveyance the right to levy annual assessments on all owners of the property in the subdivision for such maintenance.

3. All buildings erected on the land in said subdivision shall be located no closer than fifteen (15) feet from the front of the property line, and no dwellings shall be erected closer than seven and one-half ($7\frac{1}{2}$) feet from the sidelines of any building plot. No garage or other outbuilding erected in the tract shall be used as a residence, temporarily or permanently, and no outbuilding may be erected except a garage, for not more than two cars. Also, no garage shall be erected on any lot prior to the construction of a dwelling, and must also conform architecturally with the dwelling.

4. No docks shall be erected by the owners of any property in said subdivision without the written consent of the said SUNRAY INVESTORS, INC., and such dock or docks shall be erected according to plans or specifications approved by the said SUNRAY INVESTORS, INC.

5. The said SUNRAY INVESTORS, INC., reserve the right to allow property owners in said subdivision to erect boat houses but

such boat houses must be of construction and type of architecture conforming to existing construction. Such consent by the said SUNRAY INVESTORS, INC. shall be in writing, and such building or buildings shall be erected according to plans and specifications approved by the said SUNRAY INVESTORS, Inc.

6. No masonry or wooden walls shall be erected on any of said property of a height higher than three (3) feet.

7. 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.

8. No buildings, structures, trailers or tents shall be moved on to any lot or parcel in the area covered by these restrictions, it being the intent of this imposition of restrictions that any and all buildings or structures on any of the property hereinbefore described shall be constructed thereon.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and except those horses that are kept on the property for the use of the owners. Also, no boat with any type motor shall be operated on any water abutting this property.

10. No sign of any kind shall be displayed to the public view on any lot in said subdivision except that one sign of not more than five (5) square feet advertising the property for sale or rent or such signs as are used by a builder to advertise the property during the construction and sales period may be placed on such lot.

11. If the parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. All of the rights of the said SUNRAY INVESTORS, INC. in connection with the enforcement of any of the foregoing restrictions, together with its right of approval of any and all plans and specifications, shall extend to its successors and assigns and if in the event the said SUNRAY INVESTORS, INC., shall be dissolved according to law without transferring its rights to a successor, the property owners in said subdivision may elect or appoint a committee composed of not less than three (3) persons, said committee to be elected by a majority vote of said property owners, which said committee shall succeed to all the rights of the said SUNRAY INVESTORS, INC., as set out in this Declaration of Restrictions.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, and their seals to be hereto affixed this 1st day of September, A.D., 1964.

Witnesses:

W. F. Lemmepacker

Edward D. Burns

SUNRAY INVESTORS, INC.

R. B. Lane, President

R. B. Lane

Attest

By: Nate DeLisi, Sect.

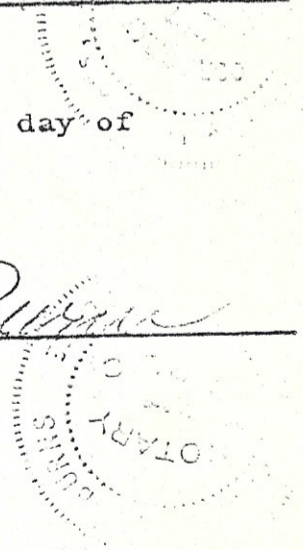
Nate DeLisi

Sworn to and subscribed before me this 1st day of September, 1964.

Notary Public State of Florida at Large
My Commission Expires July 22, 1968

My Commission expires:

Edward D. Burns
NOTARY PUBLIC



FILED FOR RECORD
PASCO COUNTY, FLA.
1964 SEP -2 AM 11:59

Stanley Burnside
CLERK CIRCUIT COURT