

Hickman

RESTRICTIVE COVENANTS

STATE OF FLORIDA
 COUNTY OF PASCO

WHEREAS, SUNRAY INVESTORS, INC., A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, OF THE COUNTY OF HILLSBOROUGH, IN THE STATE OF FLORIDA, are owners of all the following described property, situated, lying and being in the County of Pasco, State of Florida, to wit:

- * The Holiday Club Unit # 1, as per map or plat thereof recorded in Plat Book 7, on Page 119, of the Public Records of Pasco County, Florida.

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 and Weekend Lane, shown on the plat of the Holiday Club, Unit # 1, are hereby dedicated for the use of all owners in the subdivision, and their assigns, and nominees, hereby granting unto said owners and their assigns and nominees, all rights 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 and recreation lots to a federal bank, state bank or trustee in trust, for such purposes as laid out in the trust deed, 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 (7½) 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 conform architecturally with the dwelling.
4. Any items placed on any of the tracts hereinbefore described shall be approved by SUNRAY INVESTORS, INC.
5. 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 docks or dock shall be erected according

to plans or specifications approved by the said SUNRAY INVESTORS, INC.

6. 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 a 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.

7. No masonry or wooden walls or any type fences shall be erected on any of said property of a height higher than three (3) feet, and no front yards shall be fenced unless approved by SUNRAY INVESTORS, INC.

8. 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.

9. No buildings 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 on any of the property hereinbefore described shall be constructed thereon.

10. 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

11. 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.

12. 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 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.

13. 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 of 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 26th day of April, A.D. 1963.



Nate DeLisi, Secretary

SUNRAY INVESTORS, INC.

R. B. Lane, President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R. B. Lane and Nate DeLisi well known to me to be the President and Secretary respectively of the corporation named in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State aforesaid this 26th day of April, A.D. 1963.

John DeLisi
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 9, 1965
Bonded by Aetna Insurance Company

FILED IN 60-10000-100
RECORDED IN 60-10000-100

MAY - 6 AM 10. 33

Attorney at Law
CLERK OF THE COURT

