

II

DECLARATION OF RESTRICTIONS

LA SERENA

LAGO VISTA SUBDIVISION
PHASE II

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CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, WJW COMPANY, the owner of all of the following described property, situate, lying and being in Hillsborough County, Florida, described as follows:

Lots 1 thru 8, Block 1, Lots 1 thru 27, Block 2, Lots 1 thru 21, Block 3, and Lots 1 thru 15, Block 4, located in Lago Vista Subdivision-Phase II, Hillsborough County, Florida, Plat Book 47, page 76.

AND WHEREAS the said WJW Company wishes to impose certain restrictions upon the use of said property, said restrictions and covenants running with the land and binding upon the future owners of said land.

NOW, THEREFORE, the said WJW Company does hereby impose the following restrictions, said restrictions being covenants running with the land until April 1, 2017, for itself, its successors and assigns.

1. RESIDENTIAL ZONED PROPERTY USE:

All of said property shall be used for single family residence purposes only. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the platted lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one lot may be used for one private dwelling.

2. STRUCTURAL RESTRICTIONS

No structure shall be erected on said property of materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer. The complete use of wood is subject to the Architectural Committee's approval. The total floor area of the main structure, exclusive of porches and garages shall not be less than one thousand five hundred (1,500) square feet. The width of the front of the main structure shall be in harmony with other dwellings in the addition.

3. ARCHITECTURAL COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of building plans and specifications and two plot plans of the locations showing drainage for lot, and location of such building shall have been delivered to the Architectural Committee designated as hereinafter provided, and until

approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be re-delivered to the owner of the lot with the approval of the Architectural Committee appropriately endorsed thereon. The undersigned, owner shall have authority to appoint the Architectural Committee and to remove without cause any person serving on the Architectural Committee. The Architectural Committee shall consist of not less than three nor more than five members, and owner shall also have the authority to fill any vacancies with the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representative authority to perform the duties of the Architectural Committee as set forth herein. In the event that the Architectural Committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of the lots included within said subdivision, as determined on a front footage basis, shall have the right to elect or appoint, from time to time, a successor Architectural Committee. In the event the Architectural Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans, within thirty (30) days after the same are submitted to it. The Architectural Committee shall in no event be liable for damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

4. NUISANCES

No boats, trailers, campers or inoperable automobiles will be left on the street or in driveways or on side yards within view of the street; such vehicles must be parked in garage. No noxious or offensive activity of any kind whatsoever shall be carried on upon said property, now shall there be premitted any act thereon that may become any annoyance or nuisance to the owners or occupants of portions of said property.

5. FENCES

No fence shall be erected on any of said property without the approval of the Architectural Committee. No fence shall be erected forward of the front building line on any lot.

6. GARAGES AND SERVANTS QUARTERS

Any dwelling erected in the herein described unit shall have a double garage. Any garages, servants quarters, or storage rooms erected or placed on any portion of said property must be attached to the main structure. Garages shall provide space for a minimum of two conventional automobiles. Porte-cheres must also have approval of the Architectural Committee.

7. PETS

No animal or fowl of any kind shall be raised, kept or quartered on any portion of the said property excepting only pets of the kind and number usual to a one-family household. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, pigeons and guinea fowl are expressly prohibited.

8. EASEMENTS

All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

9. SIGNS

No signs or flags for advertising purposes shall be displayed to the public view, by Home Owners or Builders, excepting only signs of customary dimensions (3' x 4' maximum) advertising said property, or portions thereof, for sale.

10. GARBAGE - WEEDS

Unless otherwise expressly permitted by Architectural Committee, garbage containers shall be placed so as not to be visible from the street or any residential lot. All houses shall be equipped with mechanical garbage disposers. Owner of lots, whether built on or not, must keep lot free of weeds and debris. If at any time an owner of any residential lot shall fail to control weeds, unsightly growth and debris that is on lot the developer herein or its assigns, or any other lot owner within the addition shall have the right to go on said lot, mow, and clean and bill owner of record for charges.

11. ANTENNAS AND AERIALS

All television antennas and other antennas and aerials shall be located inside the attic or under roof, unless otherwise expressly permitted by the Architectural Committee.

12. LANDSCAPING AND DRAINAGE

Landscaping of a lot must be completed within one hundred twenty (120) days after the date on which the main structure is ninety-five percent (95%) complete.

13. BUILDING PERMITS

The Building Inspector of Hillsborough County, Florida, or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the hereinabove described property, if such improvements do not conform to and comply with the restrictions set out herein.

14. WAIVER BY ARCHITECTURAL COMMITTEE

The Architectural Committee may, in its discretion, approve construction of structures lacking not more than ten percent (10%) of the minimum square footage required by Paragraph 2 above, and may waive such other variations from these restrictions as said Architectural Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

15. ENFORCEMENTS

Enforcement of these covenants and restrictions shall be by a proceeding initiated by a person or persons owning any residential lot in Lago Vista Subdivision-Phase II or by any member of the Architectural Committee or by Hillsborough County, Florida, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both. The Architectural Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

16. DURATION

The restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and the respective successors, heirs, personal representatives, and assigns until April 1, 2017, and said restrictions shall

be automatically extended thereafter for successive ten (10) year periods unless a three-fourths (3/4) majority, to be determined on a front footage basis, of the then owners of the hereinabove described property shall in writing change or modify the same in whole or in part by action taken during the year 2016 or during the last year of any succeeding ten-year renewal period. The foregoing restrictions shall be applicable only to the above described property and not to other property which may be owned by the undersigned or by the other owners, from time to time, or portions of the above described property.

17. SERVICE FACILITIES

All clothes lines or service facilities must be enclosed within walls, fences or landscaping (which, however, must be approved as provided in Paragraph 6 hereof) so as not to be visible from outside the lot.

18. WATERFRONT MAINTENANCE

All owners of waterfront lots shall be responsible for the proper maintenance of that part of the shore abutting their lot, and for keeping said shoreline free from weeds, debris or any other objectionable substances, and for preventing the erosion or eroding of said lots that might be caused by the rise and fall of the waters. No gasoline operated motors will be used on the lake.

In the event that any of the provisions contained herein shall be determined to be invalid, such invalidity shall not affect any of the other provisions hereof, but the same shall remain in full force and effect.

EXECUTED THE 25th DAY OF April, 1977.

WJW COMPANY

BY: Walter J. Wright

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this April 27, 1977, by WALTER J. WRIGHT.

Annethy A. Chapman
Notary Public, State of Florida.

My Commission Expires:
Notary Public, State of Florida at large
My Commission Expires Oct. 12, 1979
Bonded by American Fire & Casualty Co.

