ENISWOOD HOMEOWNERS ASSOC. DEED RESTRICTIONS
UNIT II B

KNOW ALL MEN BY THESE PRESENTS that ENISWOOD, a Florida General Partnership, referred to as the "Developer" being the owner in fee simple of all ENISWOOD – UNIT II B, a subdivision, according to the plat thereof as recorded in Plat Book 83, Pages 50 and 51 of the Public Records of Pinellas County, Florida, does hereby declare that said subdivision is subject to the following restrictions:

1. All of the property known as ENISWOOD – UNIT II b shall be known, used 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.

2. No garage smaller than two (2) car garage may be erected on a subdivision lot and all garages must be attached to and form a part of the main structure.

3. No dwelling shall be erected on a land area of less than 10,000 feet.

4. All houses which are less than two (2) stories shall have at least 2 inside baths and 1,800 square feet, exclusive of screened area, open porches, terraces, patios and garages. All two (2) and two and one-half (2 ½) story houses shall have at least two (2) inside baths and 1,500 square feet on the main floor, exclusive of screened areas, open porches, terraces, patios and garages. No building shall exceed two and one-half (2 ½) stories and shall not exceed twenty-six feet in height.

5. No building of any type shall be erected nearer than twenty-five (25) feet to the front lot line of any lot. No building shall be erected nearer than ten (ten) feet to any rear lot line. No building shall be erected nearer than eight (8) feet to any side lot lines. No building shall be erected nearer than twenty-five (25) feet to any side street lot line.

6. No tent, shack, garage, barn or other outbuilding shall, at any time, be erected or used temporarily or permanently as a residence, on any of the lots in the subdivision. No structure of any kind shall be moved onto any part of the subdivision except temporary buildings used by contractors in connection with approved construction work.

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

8. All concrete block houses and walls shall have a minimum of 3/8" stucco finish except that brick, stone or wood may be used for decorative purposes. Asbestos, asphalt or block exterior finishes shall not be used.

9. All roof coverings shall be concrete tile or asphalt shingles of equivalent quality.

10. All dwellings shall be constructed with concrete or asphalt driveways, solid sodded front lawns, sidewalks extending the width of the lot along the edge of all road right-of-ways, in accordance with prevailing governmental specifications and requirements and the plans filed with 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.

11. No grade or elevation of any portion of any lot may be changed without the prior written consent of the Developer.

12. The area between the sidewalk and the curb or any lot area which is encumbered by an easement shall not contain improvements, including gravel surfaces bonded in asphalt, solid concrete surfaces (other than the driveway) and large plants, that are excessively difficult or expensive to replace when removed for utility installation or service.

13. No fence or wall shall be permitted on any lot in front of the front building line.

14. No clothes drying poles or lines shall be erected or used in the subdivision in such a manner that said poles, lines or clothing thereon shall be visible from the street.

15. No fence, wall, tree, hedge, shrub, or any obstruction of any nature shall be permitted at street interactions, in the area that is above three (3) feet from ground level or below seven (7) feet from ground level, which obstructs the view or in any way violates any applicable ordinance or regulation.

16. All garbage or trash containers, air conditioners, oil tanks, bottle gas tanks, soft water tanks, swimming pool filters and solar systems equipment and similar structures or installations, shall be placed underground, placed in walled-in or hedged areas, or concealed so that they shall not be visible from the street.

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

maintained for any commercial purposes, are not allowed to roam free in the subdivision, and are not more than two (2) in number for any one household.

18. No advertising signs shall be displayed in the subdivision, except that 'FOR SALE" signs not exceeding 24" x 24" may be displayed inside a window of a home and except that when houses are "Open For Inspection" and the particular house attended by an owner's representative, then a sign not exceeding 36" x 36" may be displayed outside the house. Not withstanding the foregoing, the Developer, its agents or assigns shall have the right to erect and maintain signs advertising ENISWOOD properties of such reasonable size as they may deem necessary, until all the lots in the entire development have been sold. In no event shall the price of houses for sale or rent be displayed in any manner whatsoever.

19. No vehicle shall be parked on any part of the subdivision except on paved streets and paved driveways. No trailers or commercial vehicles, including mobile homes, motor homes and recreational vehicles, may be parked in the subdivision, except those vehicles present on business or those vehicles not larger than one-ton in size belonging to a lot owner and used for daily transportation. Boats and boat trailers, as well as vehicles not currently licensed or in proper running order, shall be parked inside garages and concealed from public view.

20. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall be kept in sanitary containers properly concealed from public view behind the front building line of each house.

21. Builders, contractors, sub-contractors, and lot owners, while building on any lot in the subdivision, shall keep the premises free of trash, empty bags, brush and other debris.

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

23. No curb, drainage structure, water lines, sewer lines shall be removed or altered for any purpose without the specific written consent of the Developer.

24. Prior to commencement of any construction, the builder thereof shall submit two copies of complete building plans, including a plot plan and grading plan, to the Developer for its approval and for the purpose of insuring that the homes will preserve a uniformly high standard of construction. No structure shall be erected on any building lot in this subdivision until such plans are approved by the Developer in writing. It is the intent of the Developer that all improvements constructed in the subdivision shall be compatible, of uniform high quality and aesthetically

appealing. Refusal of approval of plans may be passed on any reasonable grounds within the aforementioned guidelines, including grounds based on aesthetics.

25. No changes, alterations, additions or modifications shall be made to the exteriors of any structures in the subdivision while these restrictions are in force, unless the exterior plans and specifications of proposed alterations showing the nature, kind, shape, height and location thereof, shall have been submitted to and in writing approved by the Developer. The grounds for refusal of approval shall be as aforesaid.

26. The Developer shall have the right and authority, but not the duty, to approve reasonable exceptions or variations from these restrictions so long as said exception or variance is based on such facts and circumstances whereby the literal enforcement of these restrictions would cause an undue burden on the owner and is compatible with the aforementioned guidelines.

27. The issuance of a building permit or license, which may be a contravention of these restrictions, shall not prevent the Developer or any person benefitted by these restrictions from enforcing these restrictions.

28. The Developer reserves the right to erect a wall, decorative fence, sign and landscaping along any or the boundary lines or entrances to the subdivision, and in such an event, the lot owners in such areas shall maintain, in good uniform appearance and repair, any such wall, fence and landscaping at the lot owners' sole expense, and shall promptly pay any such maintenance charge when billed by the Developer.

29. No home constructed in the subdivision 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 and the size and the number of advertising signs. The Developer shall have the right to maintain 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 in the subdivision have been constructed and sold.

30. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on the final plat filed in the Public Records of Pinellas County, Florida, are hereby reserved.

31. Should more than one (1) lot, as shown on the plat for the subdivision, be used as a single building site, these restrictions shall apply as though the entire building site were one lot.

32. Owners of vacant lots should mow and otherwise maintain their lots and promptly pay any mowing or maintenance charge when billed by the Developer or the appropriate government body.

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

34. These covenants and restrictions are real covenants and restrictions and are to run with the land, regardless of whether or not they are specifically mentioned in any Deeds or Conveyance subsequently executed, and shall be binding on all parties and owners, and on all parties claiming under them, for a period of thirty (30) 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 ten (10) year period, an instrument in writing, signed by a majority of the owners of lots in the subdivision, 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.

35. If any person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions before their expiration, it shall be lawful for the Developer or any other person or persons owning any part or parcel of any of the subdivision to prosecute and proceeding at law or equity against the person or persons violating or attempting to violate any such covenants or restrictions. In such an event, the prevailing party shall be entitled to recover from the other party, all costs of such proceedings, including a reasonable attorney's fee through and including any appellate proceedings.

36. The invalidation of any one of the covenants contained herein by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

37. Any grantor may include in any Deed hereinafter made, conveying lands in the subdivision, any additional restrictive covenants or modifications not inconsistent with those herein contained, and additional utilities or drainage easements.

38. The Developer shall have the right at any time to amend these restrictions.

39. The Developer may assign or transfer, by written instruments, all or any part of its rights, powers, interests, obligations and benefits granted or created in these restrictions to a homeowners'

association, committee, authority or other body, or to any other person or entity it deems representative of the lot owners in the subdivision.

IN WITNESS WHEREOF, the undersigned partnership has caused these presents to be executed in its name by it duly authorized partners, and has executed the same on this **9th** day of **JUNE**, **1981**.

THE SIGNATURES AND ORIGINAL DOCUMENTS ARE PUBLIC RECORDS OF PINELLAS COUNTY #81093188 O.R. 5204 PAGE 1385 THRU 1389. A COPY IS HELD BY YOUR HOMEWONERS ASSOCIATION.