

REC-1312 PG 1213

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DECLARATION OF RESTRICTIONS

ALL OF TAMARON UNIT 05

KNOW ALL MEN BY THESE PRESENTS that U.S. Home Corporation, a Delaware Corporation, authorized to do business in the State of Florida, hereinafter referred to as "Developer", being the owner in fee simple of all of Tamaron Unit No. 5 (the "Subdivision") according to the map or plat thereof as recorded in Plat Book 26, Pages 18 & 18A of the Public Records of Sarasota County (the "Plat") does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the "Restrictions") which shall be deemed to be covenants running with the land and binding upon the undersigned, its legal representative, successors and assigns.

These restrictions are promulgated for the benefit of each individual lot owner. Enforcement hereof shall be the privilege and responsibility of any owner claiming injury, due to violation of these restrictions; and the Developer may exercise its right to take remedial action, but does not assume the obligation to do so.

...S. Home Corp., 11111 U.S. Highway 1, Sarasota, Florida 34237, is the President of U.S. Home Corporation, 3810 Bee Ridge Road, Sarasota, Florida 34237, M.S. Home Corporation, 3810 Bee Ridge Road, Sarasota, FL

1. LAND COVERED. The covenants and restrictions shall apply to all of the subdivision.

2. USE AND BUILDING REQUIREMENTS. The lots referred to herein shall be used solely and exclusively for single family residential purposes and no lot or parcel shall be used except for such purposes. No more than one detached, single-family dwelling not to exceed two stories in height; may be constructed on any lot as shown in the Subdivision, except that more than one lot may be used for one dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot. All garages, patios, screened enclosures, and other auxiliary structures shall be attached to and made a part of the dwelling house. All improvements shall be of new and durable materials. All structures as defined in the Sarasota County Zoning Regulations in effect as of the date of recording these Restrictions including without limitation, tennis courts and swimming pools, must be constructed in the Subdivision in compliance with these Restrictions.

3. SIZE AND DESIGN OF BUILDING. All buildings are to be of a design and construction in keeping with those of the surrounding residential areas. The residence building on any lot shall have a living area of not less than 1000 square feet. Living area shall exclude all screened or open porches, breezeways, garages, patios and terraces. Glazed tile, cement tile, slate, Bermuda style cement or asphaltic shingles of a weight of 240 pounds or greater shall be used for all roofs. Cement block where used, must be stuccoed or cement sprayed or veneered with wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls. All dwellings shall have at least a one car garage attached to and made part of the dwelling. All dwellings shall be constructed with concrete driveways and fully sodded lawn, front, side and rear. Each lot shall be completely sodded no later than 30 days following completion of construction.

4. MINIMUM SETBACKS. All dwellings shall be erected according to all setback regulations in the Sarasota County Zoning Code in effect as of the date of recording these Restrictions. The front of all dwellings must face the street except on corner lots at the intersection of two or more streets, the Developer may designate the street upon which the dwelling will face or at what angle to the intersection of the streets.

5. APPROVAL OF BUILDING PLANS. No building shall be erected, placed or altered on any lot until the drawings and specifications for all buildings, alterations, changes and plan showing the location of the structure and other developments for the premises herein described shall be submitted for the approval of the Developer, its successors or assigns. One copy of the drawing and specifications of each improvement or alterations shall be filed as a permanent record with the developer, its successors, or assigns. At the time

such drawings and specifications are approved by the Developer, a building permit shall be issued, without cost, and written evidence that such permit was issued must be posted in a conspicuous manner on such forms as the Developer, its successors, or assigns, may provide, on the property wherein the building, alteration, change or other development is being made. Said approval shall not be unreasonably withheld, in no case longer than 30 days. In the event approval is withheld, the reason for same will be clearly marked on both sets of plans and specifications submitted, including the set to be returned to the applicant. Any such building so commenced under such permit shall be substantially completed and ready for occupancy within a reasonable length of time, and in any event, within one year. Developer, its successors or assigns, may waive its right of plan review at any time it so chooses by recording an instrument so stating in the Public Records of Sarasota County, Florida.

6. EASEMENTS. Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on the plat are reserved by the Developer who shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity.

7. OTHER STRUCTURES. No tent, shack, garage, storage shed, barn or other outbuilding shall, at any time, be erected and used temporarily or permanently as a residence or for any other purpose on any of the lots in the Subdivision except temporary buildings used by contractors in connection with construction work, it being the intent of these Restrictions that all structures on any lot be constructed thereon.

8. UNLAWFUL USES AND NUISANCES. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale, or lease; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, his agents or assigns has the right to conduct construction and sales activities in the Subdivision until all of the lots in the Subdivision have been sold. No saline or other regenerating solution from water softening equipment shall be discharged into any street right-of-way.

9. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot.

10. VISIBLE PARKING OR STORAGE. With the exception of family-type non-commercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. This restriction includes, but is not limited to, trucks, trailers, mobile homes, boats, racing cars, or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair, or regular performance of service functions of the tradesman or owners operating same, but such parking must be limited to the actual time during which such services are performed. No vehicle shall be parked on any part of this property except on paved streets and paved driveways.

11. WALLS, HEDGES AND FENCES. No wall, hedge, fence or other enclosure of any kind shall be constructed, grown, or maintained except as follows:

- (a) Between street and front setback line: None.
- (b) Along the side lot line between the front setback line and the back lot line; not over 6 feet high.

- (c) Along the back lot line; not over 6 feet high.
 - (d) When surrounding the immediate perimeter of a terrace or patio area and when attached to, or adjoining the dwelling house; not over 6 feet high within the front, side and rear building setback lines. This restriction does not apply to completely enclosed screened areas attached to the dwelling house.
 - (e) No wall, hedge, fence or enclosure of any kind shall be constructed or grown on the following lots in Unit 5 without the express consent of the Developer, its successors or assigns: Lot 17, Block 1; Lots 15 - 53, Block 2; Lots 6, 21, 22, 24, Block 15; Lots 1, 11, 12, Block 16.
 - (f) Fences shall be constructed so that there is a "finished" side to adjoining properties.
 - (g) Fences shall be made of cypress or of other suitable wood materials.
12. No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view by a structural wall, fence or appropriate landscaping.
13. No clothing or household fabrics shall be hung in the open on any lot unless the same are not visible from adjoining properties.
14. All owners of lots with or without a dwelling erected thereon shall have the grass regularly cut and all trash and debris removed.
15. Wherever the rear or side line of a lot abuts land on which a lake or drainageway is situated, all grass and other vegetation on the land situated between the lot line and the edge of the water shall be cut and maintained by the lot owner, provided, however, that such maintenance is permissible under applicable laws and permitted by the owner of such land.
16. No advertising signs shall be displayed with the exception of "For Sale" signs not exceeding 24" x 24". This restriction shall not be effective until two years from the date of recording the Restrictions.
17. **UNDERGROUND UTILITIES.** All utility lines and lead-in-wires, including but not limited to electrical lines, telephone lines, and antennae, located within the confines of any lot shall be located underground; provided nothing within the confines of any lot shall be located underground; provided nothing herein contained shall prevent an above-ground temporary power line to a residence during the period of construction or during periods of emergency.
18. **SANITARY FACILITIES.** No outdoor toilets or septic tanks shall be erected, constructed or maintained on any of the premises herein described, provided that in the event a lot owner is precluded from connecting or using the central sewage collection system due to lack of capacity of the system or for other similar reason, the use of a septic tank on a temporary basis will be permitted, provided the lot owner shall disconnect his septic tank and shall connect and use the central sewer system as soon as he is authorized.
19. **WATER SYSTEM.** All residences shall be connected to the central water system serving the area and shall be subject to installation fee, meter deposit, and charges for water consumed. The franchised utility company serving the area, its successors, or assigns, is hereby granted an easement and license to enter upon the premises herein described for the purpose of installation of water meters, water lines, and for routine reading of meters and servicing and maintenance of any part of such installation.

20. **SEWERAGE SYSTEM.** All residences shall be connected to the central sewer system when available and shall be subject to connection charges and regular charges thereafter for sewer services. The franchised utility company serving the area, its successors or assigns, is hereby granted an easement and license to enter upon the premises herein described for the purpose of installation or inspection of such sewer lines and for servicing and maintenance of such facilities.

21. **BINDING EFFECT.** These Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in the deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty (30) years from the date the Restrictions are recorded, after which time such covenants shall be automatically extended for successive periods of 10 years unless an instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Notwithstanding anything to the contrary herein, sixty percent (60%) of the record owners of lots in the Subdivision may at any time amend the Restrictions where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board.

No amendment of the Restrictions may require a lot owner to remove any Structures or fence constructed in compliance with the Restrictions existing on (1) the date on which the construction of such Structures or fence commenced; or (11) the date on which such owner took title to his lot if the construction of such structures or fence commenced within 90 days of his taking title. Any such amendment shall not become effective until the instrument evidencing such amendment has been filed or recorded. Every purchaser or subsequent grantee of any interest in the Subdivision by acceptance of a deed or other conveyance therefore, thereby agrees that the Restrictions may be amended as provided herein.

22. **ASSIGNMENT BY DEVELOPER.** Developer reserves the right to assign its rights and responsibilities hereunder, whether they are personal in nature or not, to any legal entity the membership of which is comprised of the owners of a majority of the lots in Tamaron, Unit 5. After such assignment is recorded in the Public Records of Sarasota County, the assignee shall stand in place and instead of Developer as fully as if it had originally been the Developer hereunder and shall have all of the discretionary authority granted to or reserved by Developer hereunder.

23. **ENFORCEMENT.** If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these Restrictions, it shall be lawful for any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages or other dues for such violation.

24. **INVALIDATION.** Invalidation of any one of the provisions contained in the Restrictions by judgment or court order shall not affect any of the provisions of the Restrictions, which shall remain in full force and effect.

RE: 1312 #1217

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 18th day of June 1979.

U. S. HOME CORPORATION

By *Fred Chamberlain*
Fred Chamberlain
Division Vice President
Sarasota/Manatee Division

IN THE PRESENCE OF:

James C. ...
...

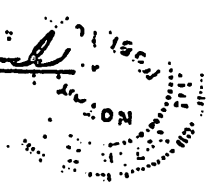
State of Florida
County of Sarasota

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Fred Chamberlain, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as Division Vice President of the above named U.S. Home Corporation, and acknowledged to and before me that he executed such instrument as such Division Vice President of the corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Sarasota, County of Sarasota, State of Florida, this 18th day of June 1979.

Bette J. Knoch
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Feb. 18, 1983
Qualified as Attorney-in-Fact & Certified Secretary



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