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SUBDIVISION RESTRICTIONS COUNTY, COVERING MILLPOND ESTATES SECTION FOUR, A SUBDIVISION OF PASCO COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, AT PAGES 118-122, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

DEFINITIONS

- 1. "Declarant" shall mean and refer to MILLPOND INVESTORS, a Florida General Partnership, and its successors (i.e. purchasers of ten (10) or more vacant lots).
- 2. "Grantee" or "Owner" shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns, and all persons, firms, corporations, or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
- 3. "Subdivision" shall mean the land subdivided as shown on the plat of MILLPOND ESTATES SECTION FOUR, recorded in Plat Book 31, at Pages 118-122, of the Public Records of Pasco County, Florida.
- 4. "Common Area" shall mean real property as defined in Article I, Section 4, of the DECLARATION OF COVENANTS AND CONDITIONS.
- 5. "Lot" shall mean the parcel of real property as defined in Article I, Section 7, of the DECLARATION OF COVENANTS AND CONDITIONS.
- 6. "Section Four Association" shall mean the corporation as defined in Article I, Section 1, of the DECLARATION OF COVENANTS AND CONDITIONS.

PREPARED BY AND RETURN TO: William J. Kimpton, Esquire KIMPTON, BURKE & WHITE, P.A. 28059 U.S. Highway 19 North Suite 203 Clearwater, Florida 34621

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County

RESTRICTIONS THAT APPLY TO MILLPOND ESTATES SECTION FOUR, A SUBDIVISION OF PASCO COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 31, AT PAGES 118-122, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

1. LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

2. DWELLING SIZE

The ground floor area of the main structure, exclusive of open porches, shall not be less than one thousand four hundred (1,400) square feet.

3. LOT AREA AND WIDTH

No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of Millpond Estates Section Four herein referenced.

4. EASEMENTS

Declarant, for itself and its grantees, representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain and use interior roadways and gutter systems, electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, and other utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in, over and under each Lot or plot. Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements, and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or

interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including but not limited to those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including but not limited to, the SECTION FOUR ASSOCIATION and the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or SECTION FOUR ASSOCIATION or MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC., is responsible.

5. WELLS

No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lot in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

6. <u>NUISANCES</u>

No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands

contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the SECTION FOUR ASSOCIATION.

7. TEMPORARY STRUCTURES AND USE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No carports shall be constructed on any Lot.

8. <u>ANTENNAS, SATELLITE DISHES, RECEIVERS AND AIR</u> CONDITIONERS

- A. TV antennas shall be located only in the attic, not on the exterior of the house.
- B. No free standing antennas, satellite dishes or receivers shall be permitted.
 - C. No window air conditioning units shall be permitted.

9. <u>OIL AND MINING OPERATIONS</u>

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

10. ANIMALS, LIVESTOCK AND POULTRY

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas, etc., shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this Section. Not more than two (2) dogs, not more than two (2) cats, and note more than six (6) birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any such permitted animals or birds shall, in the sole and exclusive opinion of the Declarant, become dangerous or an annoyance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on another Owner's Lot in Millpond Estates Section Four unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in Millpond Estates Section Four, and placing them in a plastic tie bag and disposing of same in garbage containers.

11. SIGNS

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two (2) square feet in size, shall not extend more than three (3) feet above the ground, and shall be fastened only to a stake in the

ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three (3) square feet in size, and which shall meet all of the other requirements of this Section, may be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, providing such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

12. ARCHITECTURAL CONTROL, WALLS AND FENCES

No building, wall, fences, or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, color, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the SECTION FOUR ASSOCIATION, or by an architectural committee composed of three (3) or more persons appointed by the President of SECTION FOUR ASSOCIATION. Until turnover of the Association to the membership pursuant to Article III, Section 2(b) of the Declaration of Covenants and Conditions for MILLPOND ESTATES SECTION FOUR, this review function shall be exercised by the Architectural Control Committee and all members thereof shall be appointed by the Developer or its designee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant's approval. Lot Owners shall be responsible for maintaining lawns and shrubs within any such enclosure.

No chain link fences shall be built, installed, or constructed in Millpond Estates.

13. MAINTENANCE OF EXTERIOR OF OWNER'S PROPERTY

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, SECTION FOUR ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by SECTION FOUR ASSOCIATION pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

14. <u>VIEW OBSTRUCTIONS</u>

Declarant shall have the right, but not the obligation, to remove, relocate, or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets or obstruct any view of the Common Area.

No Unit Owners shall construct, place, situate, or cause to be constructed, placed or situated any fence, structure, wall, gate, hedge, or plat which may obstruct the vision of any other Lot Owner to or of the Common Area.

15. CLOTHESLINES

No clothes shall be hung on any building, walls, fences, or other structures. Clotheslines or other manner of clothes shall not be visible from the street.

16. PARKING

Each Lot shall be provided with designated parking space within the Lot's boundaries. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner's Lot or any other portion thereof.

RESTRICTIONS

Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Millpond Estates Section Four for a period in excess of one (1) hour unless:

- (a) Such vehicle is engaged in legitimate loading or unloading activities;
- (b) Such vehicle is parked in a covered garage completing screened from public view by storage in an enclosed structure or area; or
- (c) Such vehicle is made necessary by actual physical impairment by the Owner or User thereof.

DEFINITIONS

The term "commercial vehicle" for the purpose of this Rule and Regulation shall be defined as one of the following classified vehicles:

State of Florida Vehicle Class

Nos. 31 (over 1,500 lbs.' 32, 33 & 34 No. 35 No. 36 Nos. 37 and 38 Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48 & 49 Nos. 51 (over, 1500 lbs.) & 55

No. 56 No. 92

No. 94

Descriptive Classification

Commercial Trucks Bus for hire Bus local Bus

Truck-Tractors
Trailer for hire (without a boat)
Semi-Trailer
Ambulance, Hearse, Wrecker,
Privately Owned School Bus
Tractor Crane

The term "recreational vehicle" shall be defined as any

of the following classified vehicles:

State of Florida Vehicle Tax Class

No. 51 Nos. 54 (over 1,500 lbs.) & tt

Nos. 61, 62, 63 & 54

No. 93

Descriptive Classification

Mobile Home
Trailer for hire (with boat attached thereto)
Travel Trailer, Camp
Trailer, Motor Coach
Boats

17. UNIT PLATES

A plate showing the number of the homes shall be placed on each home and, at the option and expense of the Owner a nameplate showing the name of the Owner may also be placed on such home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

18. ELECTRICAL INTERFERENCE

No electrical machinery, devices or apparatus of any sort, including but not limited to, television antennae, shall be used or maintained in any Lot which causes interference with the television and radio reception in any other Lot.

19. MAIL

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or locate don any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

20. <u>DUTY TO MAINTAIN</u>

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a home, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

21. RIGHTS OF OTHERS

Each Owner and occupant of a home shall use the Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

22. REGULATIONS

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the SECTION FOUR ASSOCIATION in the manner provided by its Articles of Incorporation and By-Laws. Copies of the regulations and amendments thereto shall be furnished by the SECTION FOUR ASSOCIATION to all Owners and residents of the Subdivision upon request.

23. RESTRICTIONS UNIFORM

hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this instrument of Subdivision Restrictions, and that he will exert his best efforts to keep and maintain the land in the Subdivision as an area of high standards.

24. REMEDIES AND VIOLATION

In the event of a violation or breach of any of these Restrictions, it shall be lawful for Owners of SECTION FOUR ASSOCIATION:

- (a) To institute and maintain a civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or
- (b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating

or attempting to violate any of the Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Owner, SECTION FOUR ASSOCIATION, their grantees, successors, or assigns, to enforce any Restriction or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

25. ADDITIONAL UTILITY EXPENSES

- (a) If the Declarant, or its assigns, or agents, install street lights, the Owner of each Lot shall pay Two and 00/100 (\$2.00) Dollars per Lot minimum towards the cost of street lights, after lights are installed with the electrical power used. The initial minimum rate is subject to periodic adjustment, semi-annually, by the Declarant, or its assigns, in its sole discretion, and the Lot Owner agrees to pay the same. The rate charged shall be uniform throughout the subdivision.
- (b) If Declarant, or its assigns, causes garbage collection service to be made available, the Owner of each Lot shall pay the Declarant, or its assigns, the sum of Nine and 00/100 (\$9.00) Dollars per month, which amount is set as a minimum charge for said service. This initial minimum rate is subject to periodic adjustment at times determined by the Declarant, or its assigns, which rate adjustment shall be determined by the Declarant, or its assigns, in its sole discretion, and the Lot Owner agrees to pay same. The rate charged shall be uniform throughout the subdivision.
- 26. All of the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of SECTION FOUR ASSOCIATION upon the election of a majority of the SECTION FOUR

ASSOCIATION Board of Directors by the Owners.

IN WITNESS WHEREOF, MILLPOND INVESTORS, a Florida General Partnership, by its duly authorized officers, executed these Subdivision Restrictions covering MILLPOND ESTATES SECTION FOUR, a subdivision in Pasco County, Florida, according to the Plat thereof, as herein described, this _____ day of June, 1994.

Witness:

LOIS E WABINSON

alexis Tistone

MILLPOND INVESTORS, a Florida, General Partnership

BY: PALM REALTY OF PASCO, TNC.
Managing Partner

By/ MPT/MP/

John P. Frank, Jr., President

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing was acknowledged before me this day of June, 1994, by JOHN P. FRANK, JR., President of PALM REALTY OF PASCO, INC., Managing Partner of MILLPOND INVESTORS, a Florida General Partnership, on behalf of said Partnership, who is personally known to me, and who did not take an oath.

My Commission Expires:

Notary Public

LOIS E. RUBINSON

LOIS E. ROBINSON

ANY COMMISSION EXPIRES

September 24, 1994

BONDED THRU NOTARY PUBLIC UNDERSTREES

R1888209 V5877751 06/03/94 03:59 FM RECORDING/INDEXING 53.00 RECORDS MODERNIZATION FEE 7.00 TOTAL: 60.00

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A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA AND A PORTION OF LOTS 636-A, 637-A, AND 637-B OF MILLPOND ESTATES SECTION TWO AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 24, PAGES 12 THROUGH 16 INCLUSIVE OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA BEING

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