

**ENISWOOD HOMEOWNERS ASSOC. DEED RESTRICTIONS**  
**UNIT I**

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 of ENISWOOD - UNIT I, according to the plat thereof as recorded in Plat Book 79, Pages 69 and 70 of the Public Records of Pinellas County, Florida, does hereby declare that said subdivision is subject to the following restrictions:

1. These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.

2. All of the property known as ENISWOOD - UNIT I shall be known 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. No garage smaller than a two (2) car garage may be erected on the property 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 square 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 1/2) 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 1/2) stories and shall not exceed twenty-six (26) 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 (10) 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 outbuildings shall, at any time, be erected and used temporarily or permanently as a residence, on any of the lots in this subdivision. No structure of any kind shall be moved onto any part of the ENISWOOD - UNIT I lands except temporary buildings used by contractors in connection with approved construction work.

7. Prior to start of construction, the builder must submit two copies of complete building plans, including a plot plan and grading plan, to the developer 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 ENISWOOD - UNIT I shall be compatible, of uniform high quality and aesthetically appealing. Refusal of approval of plans may be based on any reasonable grounds within the aforementioned guidelines, including grounds based on aesthetics.

8. No changes, alterations, additions or modifications are to be made to the exteriors of any structures while this agreement is 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, its duly designated authority.

9. The issuance of a building permit or license, which may be a contravention of these restrictions, shall not prevent the developer or its duly designated authority from enforcing these provisions.

10. 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.

11. 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.

12. No advertising signs shall be displayed with the exception of "For Sale" signs not exceeding 24" x 24", displayed inside a window of a home, 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. Provided, however, that the developer, its outside 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. However, in no event shall the price of houses for sale or rent be displayed in any manner whatsoever.

13. No vehicle shall be parked on any part of this property 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 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.

14. 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 front building line of home.

15. Owners of respective lots shall be directly financially responsible in any action for damages brought by the Developer for damage to the subdivision improvements resulting from the actions of employees of the said owners or independent contractors furnishing labor or materials to or for said owners. No structure shall be erected, placed or permitted and no alterations shall be made or permitted on the property which shall in any way hinder the surface or sub-surface drainage of the property.

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

17. Every person, firm or corporation purchasing a lot in ENISWOOD - UNIT I recognizes that the Developer, his agents or assigns, has the right to maintain such 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 have been constructed and sold.

18. No home constructed upon any of the property 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, the size and the number of advertising signs.

19. All dwellings shall be constructed with concrete or asphalt driveway, solid sodded front lawns, landscaped, sidewalks the width of the lot along the edge of all road right-of-ways, according to the Pinellas County specifications, and in accordance with plans filed with the **County Engineer and 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.

20. The area between the sidewalk and the curb on lots shall not receive such treatment as to be excessively difficult or expensive to replace when removed for utility installation or service. Examples of the above are gravel surfaces bonded in asphalt, solid concrete surfaces and large plants or planting which may be difficult to remove and reset. Exceptions to this shall be the driveway approach which shall be concrete.

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

22. No fence, wall or hedge shall be permitted on any lot in front of the front building line, without the permission of the Developer. Any such fences or walls to be erected will require the permission of the Developer as well as a building permit from the County.

23. The Developer reserves the right to erect a wall or decorative fence along any of the boundary lines or entrances to the subdivision, and in such an event, the lot owners in such areas

agree to maintain, in good uniform appearance and repair, any such wall or fence at the lot owners sole expense.

24. No clothes drying poles or lines shall be erected or used on the property in such a manner that said poles , lines or clothing thereon shall be visible from the street or lake view.

25. No fence, wall, tree, hedge, shrub, or any obstruction of any nature shall be permitted which obstructs the view at street intersections, in the area that is above three (3) feet from ground level or below seven (7) feet from ground level, or in any way violates Pinellas County, Florida, ordinance pertaining to obstruction of view at street intersections.

26. Builders, contractors and sub-contractors, while building on any lot in ENISWOOD - UNIT I, are to keep the premises free of trash, empty bags, brush and other debris.

27. Owners of vacant lots agree to accept and promptly pay the monthly mowing charge for their lot, when billed.

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

29. All roof coverings shall be concrete tile or asphalt shingle of equivalent quality.

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

31. 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.

32. 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 under the surface of the ground or placed in walled-in or hedged areas so that they shall not be visible from the street.

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

34. 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 facts and circumstances wherein the literal enforcement of these restrictions would cause an undue burden on the owner, and the comparable, uniformly high quality and aesthetically compatible and appealing standards of constructed improvements are maintained.

35. 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 Conveyances 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) year period, an instrument in writing, signed by a majority of the owners of lots, 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.

36. 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 aforementioned lands to prosecute any proceeding at law or in 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.

37. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

38. Grantor may include in any Deed hereinafter made, conveying lands in said subdivision, any additional restrictive covenants to modifications not inconsistent with those herein contained and additional utilities or drainage easements.

39. The Developer shall have the right to amend these restrictions as long as it owns a lot in this subdivision.

**IN WITNESS WHEREOF**, the undersigned partnership has caused these presents to be executed in its name by its duly authorized partnership and has executed the same on the **19th** day of **APRIL, 1979**.

**ALL SIGNATURES AND WITNESSES OF SAID PARTNERSHIPS AS WELL AS THE ORIGINAL INSTRUMENT HAS BEEN RECORDED IN THE RECORDS BOOKS OF PINELLAS COUNTY #79063324 O.R. 4842 PAGES 1123 THRU 1126. A COPY IS HELD BY YOUR HOMEOWNERS ASSOCIATION.**