**DECLARATION OF RESTRICTIONS**

**OFF.REC.3578 PG 640**

**FRANCES ARBOR VILLAS**

**KNOWN ALL MEN BY THESE PRESENTS, that**

TERRACE INVESTORS, a joint venture (hereinafter referred to as Developer) as owners of certain lands in Hillsborough County, Florida, being developed for residential purposes, said land being described as:

**SEE EXIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF**

and files herewith, in accordance with Chapter 695, Florida Statures, the following master form of restrictions, covenants running with the land and conditions of use and occupancy. The purpose of these Restrictions, which shall apply only to the hereinabove described property, is to enable and aid the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents.

**ARTICLE 1**

1. The word “plat” herein used shall mean the entire piece of land on

 which a residence is situated or is to be situated

1. Approval of Plan

 For the purpose of further insuring the development of said land as residential area of highest quality and standard, and in order that all improvements on each lot shall present and attractive and pleasing appearance from al sides of view, there shall be a Committee appointed to review plans and specifications and which Committee shall be composed of persons representing the Developer, and such individuals from time to time as the above persons would deem to be an asset to the Committee. The Developer shall designate the members of the Committee. When one hundred per-cent (100%) of the lots have homes completed hereon and are occupied, the current lot owners of record of the lands described herein, other than the Developer, shall among themselves appoint three members to sit on the said Committee and the developer will then dismiss all prior appointees made by him or the Committee to the Committee. The new Committee will then consist of three members chosen by the lot owners of records. The procedure for effecting such transition shall be in the form an Affidavit setting forth the names of the Committee members appointed by the lot owners and executed in the manner required for Deeds by fifty per-cent (50%) or more of the lot owners in the entire subdivision.

1. Powers of Committee

The Committee reserves the exclusive power and discretion to

control and approve all of the buildings, structures and other improvements on each lot in the manner and to extend set forth herein. No residence or other building and no building and no fence, wall, utility area, driveway, swimming pool or other structure or improvement regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the lot and square footage, construction schedule, front side and rear elevations, and such other information as the Committee shall require including, if so requited, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the siting of homes on each side of the residency under consideration. The Committee shall have the reasonable right to refuse to approve any such buildings plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any specific reason or reasons, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee’s recommendations to remedy same if the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

 As the prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner’s cost. In the event the Committee fails within thirty (30) days to approve or disapprove such plans and specifications, approval will not be required and this Section shall be deemed to have been fully complied with.

1. Plans and specifications must be prepared by a qualified designer. The designer submitting the plans must state in writing that he has visited the site and is familiar with all existing side conditions.
2. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any house can be occupied, it must be completely finished and Certificate of Completion must be issued by the Committee.
3. Only one private dwelling shall be erected, constructed, placed or

maintained on any one to the platted lots in the subdivision, as same are now platted, according to said recorded plat of said subdivisions, except that more than one lot may be used for one private dwelling.

1. No dwelling shall be constructed on a plot having an area of less

than 10,000 square feet. Front, rear and side setback requirement, as established by city ordinances in effect at the time of construction, shall be complied with; provided, however, that in no event shall any building be erected closer than 25 feet to the front lot line, or closer than 20 feet to the rear of lot line, or closer that 7-1**/**2 feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 15 feet to any street.

 ROOF: No asphalt shingle roof of less than 340 pounds shall be used, and gravel type roofs my not be used except on flat roof surfaces.

1. No building shall be erected, altered, place or permitted to remain

on any lot or building plot other that one detached single-family dwelling, not to exceed two (2) stories in height, which is more particularly set forth herein, and a private garage for not more than three (3) cars, and other out-buildings approved prior to erection by the Committee in writing. Garages may no be enclosed as a Habitable Room without leaving the overhead door intact.

1. Other than the above-mentioned single family dwelling no building

other than an attached garage may be erected on any building plot without prior written consent of said Committee and no structure of a temporary nature or character shall be used as a residence. If a detached garage or out-building is built, either simultaneously with or subsequent to the erection of the dwelling house, the same shall be of the same kind of materials as the construction of the dwelling and shall be substantial and shall conform architecturally with the dwelling house.

1. All buildings placed on any part of the tract herein described shall

be constructed thereon according to plans and specifications which have been approved by the Committee.

1. No noxious or offensive trade or activity shall be carried on upon

any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

1. No building or structure shall be moved onto any lot or parcel in

the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

1. No animals, livestock or poultry of any kind shall be raised, bred

or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

1. No sign of any kind shall be displayed to the public view on any

lot in said subdivision, except that there may be one sign of not more than six (6) square feet, (2x3) advertising the property for sale or rent; also, such signs as are used by builders to advertise the property during the construction and sales period may be placed on such lots.

1. If the parties hereto or their heirs or assigns shall violet or attempt

to violate any of the covenants herein, it shall be lawful for any other person or persons owing any real property situated in said development or subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from so or to recover damages or others dues for such violation.

1. All of the rights of the said Developer, in connection with the

enforcement of any of the foregoing restrictions, together with the right of approval of any and all plans and specifications, shall extend to its successors and assigns. However, in the event that said Developer should be dissolved according to the law without transferring their rights to a successor, and then property owners in said subdivision may elect or appoint a Committee composed of not less than three (3) persons, said Committee to be selected by majority vote of said property owners, which said Committee shall succeed to all of the rights of said Developer, as set out in this Declaration of Restrictions.

1. No dwelling shall be constructed on any lot or parcel at a cost of

less than $40,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwelling shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The living area of the main structure, exclusive of one-story open porches, carport and garages, shall be not less than 2,000 square feet for a one-story dwelling, not less that 2,400 square feet for a split-level dwelling, and not less than 2,400 feet for a two-story dwelling. Each house shall have a garage of not less than 400 square feet.

1. No walls, fences or other outbuildings or additions to any of the

buildings shall be erected by the owners of any of the property in said subdivision without the prior written consent of the said Committee and such walls, fences and other buildings or additions to any dwellings shall be erected according to the plans and specifications as approved by the said Committee.

1. Street mailboxes shall be of the type consistent with the character

of the development and shall be placed and maintained to compliment the houses on the neighborhood. Applications shall be made by each owner of a lot in the development of the Committee for his mailbox and the type and location of the mailbox must be approved by the Committee. At such time as door postal service is available, owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed with ten (10) days of commencement of such door postal service.

1. The owner of any lot shall mow and maintain his lot or lots prior

to construction so as not to detract from the value of the surrounding area. In the event any owner of a lot or lots shall fail to properly mow and maintain this lot or lots to the satisfaction of the Developer, the Developer shall have the right, at its option, to mow and maintain such lot or lots and the owner thereof shall be liable to the Developer for any and all cost for maintaining and mowing said lot or lots.

1. Outside clotheslines will not be permitted.
2. All landscape plans and hedges must receive prior written approval

 from the Committee before implementation.

1. No Commercial vehicles of any type shall be permitted to remain

overnight on the property of a private dwelling within the development unless garaged, other than as may be used by the Developer in conjunction with building operations.

1. No private trucks or trailers and no unlicensed motor vehicles of

any kind shall be permitted to remain overnight on the property of a private dwelling, unless garaged. No house trailers shall be permitted to stay on any lot or public right-of-way. No boat, boat trailers, campers, motor homes, or other such vehicles, trailer or vessel shall be permitted to stay on public right-of way- or on a lot unless permanently enclosed from view of adjoining lots, street and common areas.

1. No window air conditioning units shall be installed without prior

written approval of the Committees.

1. Except with the prior written approval and permission of the

Committee and all governmental agencies having jurisdiction, no water well shall be sunk or drilled on any lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or on any open space, or on any lot designated for such use in the recorded Plat.

1. Construction of Dwellings:
2. Construction of each single-family residence dwelling shall commence within sixty (60) months from the date of original lot closing from Developer.
3. Construction of each single-family residence dwelling shall be completed twelve (12) months from the date of commencement thereof or by authorized extension of such time limit brought before the Committee which request for extension of limitation shall be in writing by all parties.
4. In the event a residential dwelling has not commenced construction with sixty (60) months from date of original lot closing from Developer, then in such event the Developer shall have the automatic option to buy back the lot at the original purchase price, plus interest at the rate of 6% per annum.
5. Amendments to these restrictions can be made from time to time

by filling among the public records of Hillsborough County, Florida, such amendment in a form executed and acknowledged in the manner require for filing of Deeds which would either delete and/or add to powers of these restrictions. Said amendment to these restrictions shall be accomplished by having same executed and acknowledged by two-thirds (2/3) of the owners of record of lots in the development.

1. This Declaration of Restrictions shall inure to the benefit of and

be binding upon the parties hereto, their respective successors and assigns and upon the heirs, executors and assigns of any persons, partnerships corporations or other entities which hereafter acquire tittle to the properties.

1. The invalidity in whole or in part of any covenant or restriction or

any section, sub-section, sentence, clause, phrase or word, or other provision of Articles I or II of this Declaration of Restrictions, shall not affect the validity of the remaining portions.

**ARTICLE II**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots in the development, and to enable and aid the goad of secure and safe living, there shall be created THE VILLAS HOMEOWNERS ASSOCIATION (hereinafter referred to as the “Association”), an unincorporated association.

1. PURPOSE:

The purposes of the Association are as follows:

(a) Contract with various entities or persons to provide services and facilities that the Association might determine are necessary for the development.

(b) Assess and collect funds from its members for the necessary and reasonable cost of providing the services and facilities that Association might determine are necessary for the development

(c) Vote upon and consider, in the manner set forth in Paragraph 26 of Article I herein, amendments to the Declaration of Restrictions for the development.

(d) Nominate and elect a Board of Directors which shall also act as the Committee specified in Article 1 Paragraph 2 above.

1. MEMBERS:

Every person or entity who is a record owner of a fee or undivided

interest in that certain plat of land recorded in Public Records of Hillsborough County, Florida, and described above, shall be members of THE VILLAS HOMEOWNERS ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall appurtenant to and may not be separated from ownership of any lot which is subject to any assessment by Association.

1. BOARD OF DIRECTORS:

The Board of Directors of the Association shall be appointed in the

manner ser forth in Article 1 Paragraph 2 above.

1. ASSESSMENTS:

In the event Association shall determine that certain services and

 facilities are necessary for the development and that assessments are necessary in order to provide said services and facilities, Association shall make the necessary assessments and enforce collection of same from lot owners.

In the event Association shall make assessments every lot owner agrees to pay said assessments and become individually liable for the cost of collection including reasonable attorneys fee if resort to legal action becomes necessary.

1. LOT OWNERS INTERIM RIGHTS:

Nothing contained in Article II herein shall be construed to affect

any existing rights provided for in Article I of this Declaration of Restrictions.

 IN WITNESS WHEREOF, the Developer has executed these presents this 16th day of October, 1979.

 TERRACE INVESTORS, A Joint Venture

 By: Hoffman Associations, Inc., a partner

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Marcia Hoffman, President

 By: Mary Moore Enterprises, Inc., a partner

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jay M Moore, Vice President

 **OFF.REC.3578 PG 650**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

 I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Maria Hoffman, President of Hoffman Associate, Inc., and Jay B Moore, Vice President of Mary Moore Enterprises, Inc., to me known to be the persons described in and who executed this foregoing instrument on behalf of Terrace Investors, a Joint Venture, and severally acknowledged to and before me that they executed such instrument as partners of said Terrace Investors, and said instrument was executed freely and voluntarily for the purposes therein expressed.

 WITNESS my hand and official seal, 16th day of October, A.D., 1979

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 Notary Public

 Notary Public, State of Florida At Large

My Commission expires Apr 30, 1983

 **OFF.REC.3578 PG 651**

 **EXHIBIT “A”**

Lots 1 to 12 inclusive in Block 1: Lots 1 to 20 inclusive in Block 2;

Lots 1 to 13 inclusive in Block 3: Lots 1 to 14 inclusive in Block 4;

Lots 1 to 22 inclusive in Block 5; Lots 1 to 16 inclusive in Block 6;

Lots 1 to 10 inclusive in Block 7; Lots 12 to 19 inclusive in Block 7

and Lot 20 less that part described as: Begin at the Southwest corner

of said Lot 20 in Block 7 and run North along the West boundary of said

Lot 20 in Block 7 a distance of 110 feet, run East parallel to the

North boundary of said Lot 20 in Block 7 to a point on the East

boundary of said Lot 20 in Block 7, run thence South along the East

boundary of said Lot 20 in Block 7 to a point on curve, run thence Southwesterly along the arc of said curve a distance of 39.29 feet,

said curve having radius of 25 feet, chord bearing and distance of

South 44 degrees 51 minutes 25 seconds West 35.37 feet, run thence

West along the South boundary of said Lot 20 in Block 7 a distance

of 95.67 feet to the Point of Beginning, all in FRANCES ARBOR VILLAS, as per map or plat thereof recorded in Plat Book 49 on page 57 of the Public Records of Hillsborough County, Florida