

KNOW ALL MEN BY THESE PRESENTS,

That LEISURE LANDS, INC., a Florida Corporation and Security Builders, the Owners of LEISURE BEACH UNIT 1; according to the plat thereof recorded in Plat Book 9 Pages 139 and 140 of the Public Records of Pasco County, Florida, does hereby impose the following restrictions and covenants on all lots in said plat except Lots 200 through 221 inclusive.

1. No lot shall be used except for residential purposes. No building shall be erected other than one detached single-family dwelling not to exceed two stories in height and an attached one or two-car garage; no carport shall be allowed. Boat docks described in restriction No. 16 are allowable.
2. Buildings shall be set back a minimum of 20 feet from front and 20 feet from rear lot lines, and a minimum of 5 feet from side lot lines. Side lot lines shall mean the side line of any lot on said plat or the boundary of the next lot not owned by him; provided that where a building or buildings are erected on such contiguously owned lots, or portion thereof, no building shall ever be closer than 10 feet from any other building. Nothing in this restriction shall forbid the construction of screened enclosures that are attached to the house, and such screened enclosures may extend to the rear lot line.
3. All residential structures shall contain a minimum of 700 square feet of enclosed living area, exclusive of garages, or screened areas, and plus attached garage.
4. No trailer, mobile home, tent, basement, shack, detached garage, barn, or other outbuilding shall be erected, either temporary or permanent.
5. No privy or outdoor toilet shall be constructed or used on any lot. All sewage disposal shall be by connecting to the sewage system made available by LEISURE LANDS, INC., or its successor or transferee.
6. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from LEISURE LANDS INC., or its successor or transferee.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers.
8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose.
9. No oil drilling, oil development, operations, oil refining, quarrying, or mining operations of any kind shall 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 upon any lot.
10. No noxious or offensive 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.
11. No fence or wall shall be erected or maintained that extends towards the street past the front of the house, nor parallel to the street. This is to say that no fence shall be erected or maintained in the front yard. A hedge may be erected or maintained along the side lot lines, only for a height not to exceed 5 feet and not to extend past the front lot line. This is to say that no hedge may be planted or maintained on the road right-of-way. Nothing in this restriction shall prohibit the normal use of shrubs and trees. No fence, wall, hedge or shrubbery
12. All building plans for alterations or additions, including material lists, shall be approved by LEISURE LANDS, INC., or its successors or transferees prior to the beginning of construction and LEISURE LANDS, INC., or its successors or transferees, shall have absolute right, at its sole discretion to approve or disapprove for any reason, including pure aesthetic value.

13. The owner agrees to maintain his lot in a neat and tidy condition, and if the owner fails therein, he agrees to pay LEISURE LANDS, INC., or its successors or transferee, an amount not to exceed \$10.00 per month for the maintenance of said lots.

14. All residential structures must remain connected to the water and sewage system furnished by LEISURE LANDS, INC.

15. All front, side and 15 feet to the rear of the residence must be grassed within six (6) months after occupancy of the residence.

16. Boat docks may be constructed but shall not extend more than a distance of 20 feet from the rear lot line into the canal. Such boat docks shall not be covered and shall not extend to a height of more than that of the sea wall except that a hand rail is allowed that does not exceed 4 feet in height. No boat house of any type or description shall be allowed.

17. No addition or alteration of any kind or any nature shall be made to the existing sea wall.

18. These covenants and restrictions shall run with the land and shall be binding on all purchasers of lots and all persons claiming under them.

19. In the event the parties hereto, or any of them or their heirs, representatives, successors, or transferees, shall violate or attempt to violate any of the covenants herein expressed, it shall be lawful for any other described to institute any proceedings at law or in equity against the persons or person, firms or corporations violating or attempting to violate any such covenants, either to him or them from so doing, or to recover for damages sustained because of such violation.

20. Invalidation of any one or more of the Covenants and Restrictions herein above described by order or decree of Court, or act of Legislature or declared unconstitutional by any judicial body of competent jurisdiction shall in no way affect any of the other covenants and restrictions and shall remain in full force and effect.

21. LEISURE LANDS, INC., ~~for itself and for its successors or transferee~~ reserves the right to make reasonable modifications to any or all of the foregoing restrictions and covenants.

22. The failure by any land owner or LEISURE LANDS, INC., to enforce any restrictions or covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Filed for record November 20, 1969 at 10:45 AM., as Clerk's Instrument #230540

O. R. Book 470 Page 306