

TRINKLE, RECHMAN, MOODY, SWANSON & BYRD, P.A.
POST OFFICE BOX 11
PLANT CITY, FL 33584-2040

RESTRICTIONS

FAIRWAY ESTATES A Subdivision of Walden Lake

O.R.
BOOK

6654 PAGE 0837

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners in fee simple of all of the plat of FAIRWAY ESTATES, according to the map or plat thereof according to Plat Book 48, at Page 14, of the public records of Hillsborough County, Florida, and desiring to impose the covenants and restrictions hereinafter set forth to enable and aid us in the establishment and maintenance of an exclusive residential area of high quality for the maximum benefit and enjoyment of the said subdivision;

NOW, THEREFORE, we hereby execute and file the following covenants and restrictions and conditions of use and occupancy running with the land described in said subdivision as follows:

1. **Plot:** The word "plot", wherever used herein, shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, or parts of more than one lot.

2. **Residential Use:** All plots in said subdivision shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any plot other than one single-family dwelling not to exceed two and one-half stories in height and a private garage which may be attached to or detached from the dwelling.

3. **Minimum Floor Space:** Each dwelling shall contain not less than Two Thousand (2,000) square feet of ground floor area, exclusive of open or screened breezeways, porches, terraces, and attached or detached garages, except two story and split

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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level dwellings shall contain not less than Twelve Hundred Fifty (1,250) square feet of ground floor area.

4. **Garages and Parking:** All dwellings must have an enclosed garage for not less than two cars. No carports are to be erected. No garage shall be erected on any lot or plot prior to the construction of a dwelling thereon. No boats, trailers of all kinds, campers, motor coaches, mobile homes or other such recreational equipment shall be parked or kept on any residential plot or on any street, easement or parkway adjacent thereto. Boats and/or trailers shall be parked inside garages and concealed from public view.

5. **Subdivision of Lots:** None of the lots shall at any time be divided into as many as two (2) or more building sites, and no building site shall be smaller in area than the area of the smallest lot shown on the plat of the subdivision. A single plot together with contiguous portions of an adjacent lot or lots may be used for one building site, in which event all the restrictions herein contained shall apply as to a single plot.

6. **Building Setbacks:** No building or any part thereof, including swimming pools, garages and porches, shall be erected on any lot nearer than twenty-five (25) feet to the front plot line, or nearer than ten (10) feet from either side plot line, or nearer than thirty (30) feet from the rear plot line (provided however, that in the case of corner lots and lots adjoining parks the setback from the side plot shall be not less than twenty (20) feet). Where more than one lot is used as a single building site, the side plot lines shall refer only to the side plot lines bordering the adjoining property owners. Coves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall

not be construed to permit any portion of a building on a plot to encroach upon another plot.

7. Nuisances, Trees and Burning: No noxious or offensive activity shall be carried on upon any lot or plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no open burning of any kind.

8. Antennas, Clothes Poles & Lines, Containers, Tanks, etc: No radio antenna or television antenna (unless television cable service is not available) and no clothes poles or lines of any kind shall be located on any structure, or on any other location on a plot, where the same may be seen from the street or adjacent or nearby lots. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, pumps, condensers, and similar structures and installations shall be suitably screened so as not to be visible from the street or from adjacent or nearby plots.

9. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown, or as may hereafter be shown, on a recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction or flow of water through drainage swales in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the plot, except for those improvements for which a public authority or utility company is responsible.

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10. **Temporary Structures:** No structure of a temporary character nor any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any plot at any time as a residence either temporarily or permanently.

11. **Fences:** No fences shall be erected or hedges grown within 25 feet of the rear lot line of houses which front on the golf course unless special architectural conditions prevail and written approval is received from the homeowners association. All fences must be approved by the homeowners association in writing.

12. **Landscaping & Sprinkling System:** All plots must have solid sodded front lawns, basic shrubbery, 100% underground sprinkling coverage system in operable condition.

13. **Signs:** No sign of any kind shall be displayed to the public view on any plot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

14. **Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any plot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas may be erected, maintained or permitted upon any plot.

15. **Sight Distance at Intersections:** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to points twenty-five (25) feet from the

intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree should be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight-lines.

16. **Electrical Installations:** All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with specifications of Tampa Electric Company for such installations.

17. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or plot, except that dogs and cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

18. **Damaged Structures:** The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise, on any lot or plot shall be completed without reasonable delay, and should the owner leave such dwelling or structure in an incomplete condition for a period of more than six (6) months, then the homeowners Association is authorized and empowered at its discretion either to tear down and clear from the premises said dwelling or structure which is incomplete or in need of repair, or to complete or repair it in a manner deemed proper in the discretion of the homeowners association and, in either event, the expense so incurred by the homeowners association

shall be a lien against said plot, enforceable in the same manner as provided for in paragraph 23 hereof.

19. **Maintenance of Plots:** Each lot or plot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris and unsightly growth, and any fire hazard. In the event any plot owner shall fail, neglect or omit to trim or maintain any lot, including any hedge, or fail to keep clean and maintain any lot in the manner specified herein for more than ten days after having been given written notification to do so by the homeowners association by registered or certified mail to such owner at his last known address, the homeowners association may enter upon such lots for the purpose of remedying said defects and failures stated in said notice, and expense of remedying said defects shall be charged to the owner of such plots, including the expenses of notification and establishing the lien and shall become a lien upon such plot, collectible and enforceable in the same manner as other charges or liens provided in paragraph 23 hereof.

20. **Architectural Control:** All landscaping, dwellings, all outbuildings and all other improvements, including but not limited to walls, fences, garages, utility rooms, swimming pools, screen enclosures and bathhouses or additions thereto, must be built to plans which have the written approval of the homeowners association prior to commencement of construction, and which meet all requirements contained in these restrictions. The homeowners association may, at its discretion and solely on the basis of its aesthetic standards, withhold approval of such a plan. Such withholding of approval may take place with regard to location of a dwelling and outbuilding on a plot, and setback distance requirements may be thereby increased in such instances so as to be, in the

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discretionary judgment of the homeowners association, more consistent with the setback distances of other plots. Homes built with concrete block shall be required to have a finished stucco coat exterior. No struck block construction will be permitted. Any requirements elsewhere in these restrictions including any requirement for written approval by the homeowners association of a particular aspect of construction or design, shall not detract in any way, by implication or otherwise, from the requirement of this paragraph that all plans, as aforesaid, shall be approved in writing by the homeowners association. Further, all such plans shall be properly drawn and shall contain specific details of all features, such as cove, cornice, entrance frame and mouldings, which affect the exterior appearance of said dwelling or outbuilding and shall be submitted in two copies to the homeowners association at least fifteen (15) days prior to commencement of construction. Such documents shall include a description of the exterior materials and colors to be used together with color samples. If no objection is made within fifteen (15) days after actual receipt of said documents by the homeowners association, construction may proceed and approval thereof shall be deemed to have been given. Any deviation, however minor, from said plans which would affect the location or exterior appearance of a dwelling or outbuilding, or which would prevent the dwelling or outbuilding or improvements from meeting all requirements of these restrictions, shall nullify any prior approval. These requirements apply equally to remodeling, as well as initial construction.

21. Membership in Association: The owner of each plot shall be required to become a member of and maintain a membership in the "Fairway Estates Home Owners Association, Inc.," a non-profit corporation (hereinafter called Association), subject to the

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membership requirements and other conditions contained in the Charter and By-Laws of such association.

22. **Association Fees:** The owner of each plot shall pay to the Association a fee up to Twenty-Five and No/100 (\$25.00) Dollars per month as may be set from time to time pursuant to the By-Laws of said Association, and said fee shall be used by the Association as specified in said By-Laws. Said fee may be increased or decreased by a majority of the total membership votes of the Association. Each owner of any plot within Fairway Estates by acceptance of a conveyance therefor, whether or not it shall be expressed in such conveyance, shall be deemed to covenant and agree to pay to the fees specified in this instrument.

23. **Collection of Fees:** Any such fee remaining unpaid by such plot owner for a period of thirty (30) days following the date payable as specified hereinabove shall thereafter bear interest at the rate of six (6) per cent per annum, and shall become, and be, a lien against said plot, the amount of said lien to include said interest and all costs of recordation, collection and enforcement of said lien, including reasonable attorney's fees. The Board of Directors of the Association may at any time after such fee or assessment has become a lien, as aforesaid, record in the public records of Hillsborough County, Florida, a Notice of Lien, which shall state the amount and description of the property of said owner affected by said lien, said Notice to be signed by an officer of the Association. Upon satisfaction of said lien, said corporation shall provide such owner with written notice that said lien has been satisfied, said notice of satisfaction of lien to be signed by an officer of

said corporation. Said lien may be enforced and foreclosed upon as and in the same manner as is provided for the foreclosure of a real estate mortgage under Florida Law.

24. **Subordination of Lien:** Each lien established by these restrictions shall be subordinated to a bona fide mortgage which has been given in good faith and for value by any owner against whose property said lien attaches as aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.

25. **Enforcement:** If the owner of any plot in a subdivision covered hereby, or his, hers or its heirs, successors or assigns, shall violate any of the covenants or restrictions herein, the Association or any person or persons owning any of the other plots in said subdivision may prosecute any proceedings at law or in equity against the person or persons or corporation violating or attempting to violate any such covenants or restrictions for the enforcement of these covenants.

26. **Duration:** These covenants and restrictions are to run with the land and shall be binding on all owners and all persons claiming under them until January 1, 2007, at which time said covenants and restrictions shall terminate, unless, prior to that date, the owners of not less than 75% of that lots in said subdivision shall be executed and recorded in the public records of Hillsborough County, Florida, an instrument in writing extending the duration of these restrictions.

27. **Modifications:** These restrictions may be modified or amended at any time or times by an instrument in writing executed by the Association and 2/3 of all of the owners of all of the lots in said subdivision, recorded in the public records of Hillsborough County, Florida.

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28. Severability: Each of the covenants herein is independent of all other and invalidation of any one of these covenants and restrictions shall in no way affect any of the others.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and sealed and to be effective as of January 1, 1992.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

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James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

As to Lot 1 and Lot 2 - Mohammed K. Hakeem and Farzana Hakeem, his wife:

M. K. Hakeem
Farzana Hakeem
1802 Country Club Court
Plant City, FL 33567
As to Lot 3 - Georgia R. Pund, a single person:

Georgia R. Pund
1808 Country Club Court
Plant City, FL 33567

As to Lot 4 - Karen D. Belavich, as personal representative of the estate of Joseph E. Belavich:

Karen D. Belavich
Personal Representative
1802 Country Club Court
Plant City, FL 33567
As to Lot 5, Lot 16 and Lot 17 - Lewis W. Pogue and Wanda G. Pogue, his wife:

Lewis W. Pogue
Wanda G. Pogue
2201 Country Club Court
Plant City, FL 33567
As to Lot 6 - Clarence C. Ogle, Jr. and Carole M. Ogle, his wife:

Clarence C. Ogle, Jr.
Carole M. Ogle
1808 Country Club Court
Plant City, FL 33567

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Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

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James S. Moody, Jr.
James S. Moody, Jr.

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James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
Rebecca C. Findley
Rebecca C. Findley

As to Lot 8 - Julianna F. Holbrook, a
single person and Rose L. Holbrook, as
Trustee:

Julianna F. Holbrook
Rose L. Holbrook
as trustee 2004 Country Club Ct.
Plant City, FL 33587

As to Lot 9 - Samuel J. Patterson and
Maryann E. Patterson, his wife:

Samuel J. Patterson
Maryann E. Patterson
2008 Country Club Court
Plant City, FL 33587

As to Lot 10 - Robert Douglas O'Neil, a
single person:

Robert Douglas O'Neil
2008 Country Club Court
Plant City, FL 33587

As to Lot 11 - Allan Gehring and Betsy
Laseter Gehring, his wife:

Allan Gehring
Betsy Laseter Gehring
2102 Country Club Court
Plant City, FL 33587

As to Lot 12 - James E. Laurent and
Helena D. Laurent, his wife:

James E. Laurent
Helena D. Laurent
2104 Country Club Court
Plant City, FL 33587

As to Lot 14 - James S. Moody, Jr., a
single person:

James S. Moody, Jr.
2202 Country Club Court
Plant City, FL 33587

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.

As to Lot 15 - Louise Michal, a single person:

Louise Michal
2204 Country Club Court
Plant City, FL 33567

As to Lot 18 - Pattabhiraman Rajendran and P. Latha Rajendran, his wife:

P. Rajendran
P. Latha Rajendran
2105 Country Club Court
Plant City, FL 33567
As to Lot 19 - David E. Sparkman and Elizabeth F. Sparkman, his wife:

David E. Sparkman
Elizabeth F. Sparkman
2103 Country Club Court
Plant City, FL 33567
As to Lot 20 - Zaheer Ahmad Khan and Riffat Z. Khan, his wife:

Zaheer Ahmad Khan
R. Z. Khan
2102 Country Club Court
Plant City, FL 33567
As to Lot 21 - Ken Keller and Selinda B. Walden, his wife:

Ken Keller
Selinda B. Walden
2005 Country Club Court
Plant City, FL 33567
As to Lot 22 - Willis Lee Thorp and Sheila Ann Thorp, his wife:

Willis Lee Thorp
Sheila Ann Thorp
2003 Country Club Court
Plant City, FL 33567

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
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James S. Moody, Jr.
James S. Moody, Jr.

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James S. Moody, Jr.
James S. Moody, Jr.

Patty S. Coone
Patty S. Coone
James S. Moody, Jr.
James S. Moody, Jr.

As to Lot 23 - Teofil B. Kulyk and
Barbara J. Kulyk, his wife:

T. Kulyk, MD
Barbara J. Kulyk
2001 Country Club Court
Plant City, FL 33567
As to Lot 24 - Edgar W. Sapp and Betty
L. Sapp, his wife:

Edgar W. Sapp
Betty L. Sapp
1905 Country Club Court
Plant City, FL 33567
As to Lot 25 - Roy W. Bruce, Jr. and
Alice Bruce, his wife:

R. Bruce
Alice Bruce
1903 Country Club Court
Plant City, FL 33567
As to Lot 26 - Michael F. Smith and
Sandra L. Smith, his wife:

Michael F. Smith
Sandra L. Smith
1801 Country Club Court
Plant City, FL 33567
As to Lot 27 - William D. Engel and
Marion J. Engel, his wife:

William D. Engel
Marion J. Engel
1803 Country Club Court
Plant City, FL 33567

As to Lot 28 - Mihaly Kovacs and Erika
Kovacs, his wife:

M. Kovacs
Erika Kovacs
1801 Country Club Court
Plant City, FL 33567

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 16th day of March, 1992, by MOHAMMED K. HAKEEM AND FARZANA HAKEEM, his wife; GEORGIE R. PUND, a single person; KAREN D. BELAVICH, as personal representative of the estate of Joseph E. Belavich; LEWIS W. POGUE AND WANDA G. POGUE, his wife; CLARENCE C. OGLE, JR. AND CAROLE M. OGLE, his wife; JULIANNA F. HOLBROOK, a single person and ROSE L. HOLBROOK, as Trustee; SAMUEL J. PATTERSON AND MARYANN E. PATTERSON, his wife; ROBERT DOUGLAS O'NEIL, a single person; ALLAN GEHRING AND BETSY LASETER GEHRING, his wife; JAMES E. LAURENT AND HELENA D. LAURENT, his wife; JAMES S. MOODY, JR., a single person; LOUISE MICHAL, a single person; PATTABHIRAMAN RAJENDRAN AND P. LATHA RAJENDRAN, his wife; DAVID E. SPARKMAN AND ELIZABETH F. SPARKMAN, his wife; ZAHEER AHMAD KHAN AND RIFFAT Z. KHAN, his wife; KEN KELLER AND SELINDA B. WALDEN, his wife; WILLIS LEE THORP AND SHEILA ANN THORP, his wife; TEOFIL B. KULYK AND BARBARA J. KULYK, his wife; EDGAR W. SAPP AND BETTY L. SAPP, his wife; ROY W. BRUCE, JR. AND ALICE BRUCE, his wife; MICHAEL F. SMITH AND SANDRA L. SMITH, his wife; WILLIAM D. ENGEL AND MARION J. ENGEL, his wife; MIHALY KOVACS AND ERIKA KOVACS, his wife, who are each personally known to me and who did not take an oath, and they each acknowledged that they executed the foregoing Restrictions for the purposes therein expressed.

WITNESS my hand and seal the day and year last above written.



Patty S. Goone
Patty S. Goone
Notary Public, State of Florida
My commission expires: November 14, 1992

JOINDER AND CONSENT

The undersigned does hereby join in and consent to the execution and recording of the Restrictions for FAIRWAY ESTATES, a subdivision of Walden Lake, to which this Joinder and Consent is attached for the purpose expressed therein.

IN WITNESS WHEREOF the undersigned has executed this Joinder and Consent on the 12th day of June, 1992.

Signed, sealed and delivered
in the presence of:

As to Lot 7 - James W. Huffman and Helen
L. Huffman, his wife:

Darlene Bauder
Printed Name: Darlene Bauder

James W. Huffman
Helen L. Huffman
11059 56th Terrace North
Seminole, FL 34642-7223

Shirley Saphar
Printed Name: Shirley Saphar

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, that JAMES W. HUFFMAN and HELEN L. HUFFMAN, his wife are (check one) ☒ personally known to me, or that they ☐ produced identification: _____ (type and number of identification) proving to be the person described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as his/her free act and deed for the uses and purposes therein stated. They ~~did~~/did not take an oath.

WITNESS my hand and official in the County and State last aforesaid this 12th day of June, A.D. 1992.

Chasandra L. Spikes
Notary Public, State of Florida
Printed name of notary: Chasandra L. Spikes
My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 23, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER AND CONSENT

The undersigned does hereby join in and consent to the execution and recording of the Restrictions for FAIRWAY ESTATES, a subdivision of Walden Lake, to which this Joinder and Consent is attached for the purpose expressed therein.

IN WITNESS WHEREOF the undersigned has executed this Joinder and Consent on the 22 day of MAY, 1992.

Signed, sealed and delivered
in the presence of:

As to Lot 13 - Joseph P. Sullivan and
Jeanne M. Sullivan, his wife

[Signature]
Printed Name: ANDREW W. WICKS

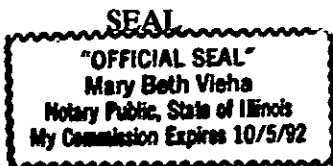
[Signature]
175 East Delaware Place
Apartment 6805
Chicago, IL 60611-1758

[Signature]
Printed Name: JUDITH M. PETRUS

STATE OF ILLINOIS
COUNTY OF COOK

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, that JOSEPH P. SULLIVAN and JEANNE M. SULLIVAN, his wife are (check one) ☒ personally known to me, or that they produced identification: (type and number of identification) proving to be the person described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as their free act and deed for the uses and purposes therein stated. They did/did not take an oath.

WITNESS my hand and official in the County and State last aforesaid this 22nd day of MAY, A.D. 1992.



[Signature]
Notary Public, State of Illinois
Printed Notary Name: MARY BETH VIEHA
My commission expires: 10/5/92