

14.00 48,000.00  
CN 01007

TRUSTEE'S DEED

76-11774

REC 14.00  
ST 144.00  
SUR 52.80  
INT  
TOT 210.80

Grantor, FLAGSHIP BANK OF TAMPA (formerly Marine Bank & Trust Com-

PASCO COUNTY  
0 8 6 8 2 4  
STATE OF FLORIDA  
DOCUMENTARY  
STAMP TAX  
14.00

pany), a Florida banking corporation, as Trustee, pursuant to a certain unrecorded Trust Agreement dated January 28, 1965, known as Trust No. 2002, and in consideration of Ten (\$10) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, release and convey, and by these presents has granted, released, and conveyed, to the following designated Grantee(s): EUGENE W. COOPER and JEAN M. COOPER, his wife, doing business as Gene Cooper Designer Homes, whose post office address is 18 Pilots Place, Gulf Harbors, New Port Richey, Florida 33552, a certain piece(s) or parcel(s) of real estate, located in Pasco County, Florida, commonly known as: Lots 3 and 4, Trust Area 9-B, Flor-A-Mar Subdivision, and more particularly described on the schedule so designated and attached to this deed and by this reference made a part hereof;

TO HAVE AND TO HOLD the above granted real estate with all rights, easements and appurtenances to the Grantee(s), his heirs, personal representatives, successors and assigns, and to his or their use and behalf forever; AND Grantor, as Trustee, covenants with Grantee(s) that the said real estate is free from all encumbrances or restrictions made by Grantor except for those encumbrances restrictions or covenants of record and those set forth on the schedule so designated and attached to this deed and by this reference made a part hereof.

EXECUTED this 29<sup>th</sup> day of April, 1976, at Tampa, Florida.

Signed, Sealed, and Delivered in in the presence of:

FLAGSHIP BANK OF TAMPA, as Trustee aforesaid,

By Daniel G. Alderman As Its Senior Vice Pres. & Senior Trust Officer

Attest Raphael Bentschner As Its Assistant Cashier

Robert C Black  
Michelle A Businger

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 29th day of April, 1976, by Daniel G. Alderman as Senior Vice Pres. & Senior Trust Officer and Raphael Bentschner as Assistant Cashier of FLAGSHIP BANK OF TAMPA, as Trustee as aforesaid, on behalf of the corporation.

This instrument was prepared by RICHARD W. REEVES Of Allen, Dell, Frank & Trinkle P. O. Box 2111, Tampa, Fla. 33601

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Sharon K. DeWitt Notary Public 9-8-78 My commission expires at Large Sept 8, 1978

FILED FOR RECORD  
MAY 26 1 59 PM '76  
PASCO COUNTY

498676

RETURN TO COASTAL BONDED TITLE CO. 706 W. MAIN ST. NEW PORT RICHEY, FLA. 33552  
R  
STATE OF FLORIDA DOCUMENTARY STAMP TAX 52.80



Order No. 67124  
Lindrick Corporation  
May 14, 1976

DESCRIPTION OF

Lot 3 of the Unrecorded Plat of Flor-A-Mar Section 9-B

A portion of Submerged Land Parcel described in Trustees Deed Number 22182 (212-51), said parcel lying West of Fractional Section 12, Township 26 South, Range 15 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of said Section 12, thence run due North, a distance of 1,449.04 feet; thence due West, a distance of 3,454.20 feet; thence North 78° 57' 37" West, a distance of 660.00 feet for a Point of Beginning; thence South 11° 02' 23" West, a distance of 120.80 feet; thence North 79° 14' 48" West, a distance of 80.00 feet; thence North 11° 02' 23" East, a distance of 121.20 feet; thence South 78° 57' 37" East, a distance of 80.00 feet to the Point of Beginning, the Northeasterly 5 feet thereof being subject to an easement for drainage and/or utilities.

The above described parcel contains 0.222 acres more or less.

*P. G. Sisson*  
MAY 14 1976 CW

Order No. 67124  
Lindrick Corporation  
May 14, 1976

DESCRIPTION OF

Lot 4 of the Unrecorded Plat of Flor-A-Mar Section 9-B

A portion of Submerged Land Parcel described in Trustees Deed Number 22182 (212-51), said parcel lying West of Fractional Section 12, Township 26 South, Range 15 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of said Section 12, thence run due North, a distance of 1,449.04 feet; thence due West, a distance of 3,454.20 feet; thence North  $78^{\circ} 57' 37''$  West, a distance of 740.00 feet for a Point of Beginning; thence South  $11^{\circ} 02' 23''$  West, a distance of 121.20 feet; thence North  $79^{\circ} 14' 48''$  West, a distance of 73.00 feet; thence a distance of 32.79 feet along the arc of a curve to the left, said curve having a radius of 40.00 feet and a chord of 31.88 feet which bears South  $77^{\circ} 16' 13''$  West; thence a distance of 27.57 feet along the arc of a curve to the right, said curve having a radius of 271.69 feet and a chord of 27.56 feet which bears South  $56^{\circ} 41' 39''$  West; thence North  $30^{\circ} 23' 57''$  West, a distance of 46.69 feet; thence a distance of 94.00 feet along the arc of a curve to the left, said curve having a radius of 225.00 feet and a chord of 93.32 feet which bears North  $47^{\circ} 37' 57''$  East; thence a distance of 85.58 feet along the arc of a curve to the right, said curve having a radius of 75.00 feet and a chord of 81.01 feet which bears North  $68^{\circ} 21' 07''$  East; thence South  $78^{\circ} 57' 37''$  East, a distance of 28.97 feet to the Point of Beginning, the North 5 feet thereof being subject to an easement for drainage and/or utilities.

The above described parcel contains 0.319 acres more or less.

*James D. H. F. S. P. Casson*



SCHEDULE OF ENCUMBRANCES, RESTRICTIONS, AND COVENANTS

1. Taxes and special assessments, if any, for 1976 and subsequent years.
2. Restrictions, easements, drilling leases, and rights-of way of record.
3. Restrictions on use of property without prior approval of Lindrick Corporation, as agent for Flagship Bank of Tampa, as Trustee of Trust #2002, of architectural and engineering drawings as more particularly set forth in the Contracts effective April 19, 1976, between the parties hereto.
4. If Grantee has not started construction within two (2) years from the date of the Contracts, then the said Lindrick Corporation, as agent, has the option of buying back the property subject hereto at the price in the Contracts with no closing or other processing costs, including back taxes, if any, chargeable to Lindrick Corporation.
5. Grantee agrees to join with said Lindrick Corporation in preparation of record plat when and if the plat of this Area is recorded.
6. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission shall be complied with.
7. Easement for installation and maintenance of utilities and drainage facilities are reserved on and for the rear five (5) feet of each lot, and the side three (3) feet of the actual boundary lines between individual property owners, and any public ways.
8. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.
9. No trailer, tent, garage, or other outbuilding shall be used as a residence, temporarily or permanently; and no outbuilding may be erected except a garage for not more than three (3) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any fencing material on the property to the rear of the front building line shall be approved by the said Lindrick Corporation, or its successors, assigns, or delegees, in writing at its pleasure before installation, with special provisions prohibiting walk, fences, obstructions, docks, etc., as above stated or mentioned, and all other landscape in this side set-back area.
10. The ground floor area of a 1 or 1-1/2 or 2 story, one family dwelling shall be a minimum of 1750 square feet exclusive of the garage area and screened porches. Carports shall not be permitted. All garages shall be no less than two (2) car garages and shall be a minimum of twenty feet wide and twenty-four feet deep. Garage doors shall not exceed 7' in height. Reasonable access for conventional automobiles shall be required.
11. No dwelling shall be erected nearer than 25 feet to the front property line, and/or the street side property lines on corner lots. No dwelling shall be erected nearer than 7-1/2 feet to any side property line. Screened enclosures must conform to building set-back requirements. Wing walls shall be exempted from these restrictions, but must be shown and approved with architectural drawings.

SCHEDULE B

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12. All homes in this area shall have a minimum of a 24 inch roof overhang. Mansard roofs shall not be less than 42 inches in height and finished ceilings shall not be less than 7' 9"; hip or gable roofs shall be a minimum pitch of 3-1/2 to 1.
13. No building or structure shall be erected, placed or altered on any lot, nor shall any storage tank, whether above or below ground, be installed until the design and location thereof shall have been approved in writing by said Lindrick Corporation, or its successors, assigns, or delegees. If said Lindrick Corporation or its successors, assigns, or delegees shall fail to approve or disapprove such design and location within thirty (30) days after plans therefor have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.
14. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
15. No barracks type or other structure shall be moved on any lot or parcel.
16. 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 purpose. All pets shall be on leashes, when outside the premises of lot owner.
17. No sign of any kind shall be displayed to the public view on any lot except; 1) one professional sign of not more than one square foot; or 2) one sign of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.
18. All seawall plans, including line and elevation, shall be approved by the said Lindrick Corporation prior to start of construction.
19. Whenever door-to-door mail delivery is available, curbside mail boxes shall be prohibited.
20. Clothes drying areas shall be restricted to side yards, between the front and rear building lines.
21. All house trailers, all commercial vehicles, with business designation painted thereon, all vehicles with classified load greater than three fourths (3/4) tons, and all boats, boat trailers, camping or vacation trailers, luggage trailers, and similar vehicles and trailers, shall not be parked or stored regularly or habitually upon any lot or lots within said area; except, however, the same may be parked or stored in a garage.
22. Swimming pools, the tops of which are level with the ground or are graded to ground level, shall be permitted provided, however, that the plans for same shall be approved by the said Lindrick Corporation pursuant to the procedure set out in paragraph 13. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.
23. Individual lots shall not be resubdivided or platted without the written approval of the said Lindrick Corporation, its successors or assigns.

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24. No overhead cables, lines, pipes of any description will be permitted other than those associated with radio and television, which shall be within the vertical projections of the front and rear building lines.

25. The owner must maintain front yard to back of curb, although it be a public right-of-way.

26. The elevation of the finished first floor shall not exceed 14 feet. The elevation of the finished garage floor may be not less than 10 feet.

27. Premium roofing such a concrete tile, burned clay tile, cement asbestos tile, cedar shingles or shakes, etc., shall be permitted; no composition shingles or rolled roofing shall be permitted. No built up gravel shall be permitted where it may be seen from any elevation.

28. Each owner, his personal representatives, and assigns, shall, by the acceptance of the delivery of a deed of conveyance be deemed to agree to pay to the utility company or government agency, from time to time, providing street lighting facilities, a charge of \$24 per year, payable at the rate of \$2 per month for street lighting facilities to be erected and maintained on or near said property, said \$2 per month charge being a lien upon said property and enforceable as a statutory lien. The amount of the charge shall increase or decrease in direct proportion to the cost of said street lighting facilities (including the structures and electricity) to the utility company or government agency concerned.

29. The said Lindrick Corporation, as agent, has the right to make reasonable modifications, clarifications, and variations of these restrictions without notice or liability to the owners of the other lots within this area.

30. Owner shall direct his builder to keep the building site clean during construction. All building debris shall be removed from each building site as often as necessary to keep the property attractive. Such debris shall not be dumped in any area of the subdivision.

31. Whenever the said Lindrick Corporation may correct, repair, clean, preserve, clear or take any action on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass.

32. These covenants, conditions, restrictions, and reservations shall be perpetual and shall apply to and be forever binding upon each owner of the property or any part or parcel thereof hereafter, and are imposed on said property as an obligation or charge against the same for the benefit of said Lindrick Corporation, as agent, its successors and assigns, and each subsequent owner of the property or any part or parcel thereof.

33. Every person now or hereafter having any right, title, or interest in any of said property or any lot or parcel thereof shall have the right to prevent or stop violation of any of said restrictions or covenants by injunction or other lawful procedure and to recover any damages resulting from such violation, including court costs and a reasonable attorneys' fee.

34. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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