

**AMENDED AND RESTATED
SPANISH OAKS DEED RESTRICTIONS**

**SUBSTANTIAL RE-WORDING OF DEED RESTRICTIONS.
SEE CURRENT DEED RESTRICTIONS FOR PRESENT TEXT.**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original Spanish Oaks Deed Restrictions are recorded in O.R. Book 4003, Page 1242 et seq. of the Public Records of Pinellas County, Florida (the "Restrictions"); and

WHEREAS, the original Restrictions were amended at O.R. Book 9290, Page 202, et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, the original Restrictions were amended at O.R. Book 10207, Page 913, et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, the Restrictions pertain to Spanish Oaks, a subdivision, according to the map or plat thereof recorded in Plat Book 70, Pages 62 through 64 of the Public Records of Pinellas County, Florida; and

WHEREAS, the homeowners association created pursuant to the terms of the Restrictions is the Spanish Oaks Homeowners Association, Inc.; and

WHEREAS, a majority of the owners of properties subject to the original Restrictions, as amended from time to time, at a duly called meeting of the owners on March 15, 2005, have approved these Amended and Restated Spanish Oaks Deed Restrictions, as required by the Restrictions.

NOW, THEREFORE, notice is given that the Amended and Restated Spanish Oaks Restrictions shall read as follows:

These restrictions and limitations shall be covenants running with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed.

1. Residential Lots: All lots in said subdivision shall be known and described as residential lots. No structure shall be erected on any residential lot other than one single private family dwelling with attached private garage of the same architecture and general design as the residence, both to be constructed of new materials.

2. Minimum Floor Area: All residences will have a minimum of 1500 square feet for a one-story dwelling and 2100 square feet for a two-story dwelling, exclusive of porches, patios, breezeways, garages, or servant's quarters. Outside wall dimensions may be used to determine square footage.

3. Garage: All dwellings shall have at least a two-car garage that shall be completely finished on the inside both as to wall and ceiling, with either plaster or paneling. All garages must be attached to the main residence and be at least four hundred (400) square feet. No carports shall be allowed. Garages shall not be enclosed or used as living space.

4. **Building Set-Backs:** No dwelling wall shall be erected nearer than 25 feet to any front street lot line, nor nearer than 15 feet to any side street lot line, nor nearer than 15 feet to the rear lot line, nor nearer than 7½ feet to any interior lot line. Set-back lines for corner and odd-shaped lots shall be as nearly as possible as set out above, except that variations may be authorized by the Spanish Oaks Homeowners Association, Inc., Board of Directors (hereinafter "the Board") or duly appointed Board Architectural Control Committee ("ACC"), at the time that plans are submitted for approval. Nonconforming structures in existence at the time of the adoption of these Amended and Restated Deed Restrictions shall not be affected by this requirement.

5. **General Construction:** All dwellings on said lots must be constructed of new materials. All concrete block houses and/or walls shall have a minimum of 3/8" stucco finish. All exterior walls of concrete or masonry shall be covered with an exterior finish sufficient to cover all block joints. Painted block, "Sparkle Crete" or any similar finish shall not be permitted.

6. **Roofs:** All roofs shall be concrete tile, or three dimensional fiberglass shingle, fungus resistant, with a 30-year or more warranty; Florida rooms or porches may be built with flat roofs with built up roofing. Nonconforming structures in existence at the time of the adoption of these Amended and Restated Deed Restrictions shall not be affected by this requirement.

7. **Approval of Plans and Specifications:** The Association, through the Board of Directors or the ACC, shall review all plans and specifications to achieve a high standard of construction and to promote harmony of exterior design. No modifications, additions or alterations shall be made on, or to, any structures, including any re-roofing, repainting or any alterations to any open space on a lot, until the Board of Directors shall have reviewed and approved, in writing, such modifications, additions or alterations. The items requiring review and approval include, but are not limited to, building modifications, fences, terraces, patios, walls, pools, driveways and sidewalks and any other modification to the lot. All modifications shall be in accordance with the Building Code of Pinellas County, Florida, in effect from time to time. The Board of Directors or its committee shall promulgate design and development guidelines and application and review procedures. The Board shall respond to the homeowner with either approval or disapproval within thirty days of date of submission of a complete application, including all plans and specifications as may be required by the Board. No construction or alteration shall be commenced prior to the Board's approval. Any approval by the Board of Directors shall not be deemed a waiver of any of the Restrictions. The Board or ACC, in its sole discretion, shall have the right to disapprove plans and/or specifications solely on the basis of aesthetics.

8. **Sidewalks:** Simultaneous with construction of a dwelling on any lot, a 4 foot wide sidewalk shall be installed according to the specifications of Pinellas County, Florida. The 4-foot sidewalk shall be constructed with the street side of the sidewalk 5 feet from the front or side lot line. Said sidewalk shall be constructed of 2500 P.S.I. concrete, formed and poured 4 inches thick, except at driveways or vehicle crossing zones where the thickness shall be 6 inches, reinforced with 6 x 6, 10-gauge wire mesh.

9. **Fences and Walls:** No fences, boundary walls or hedges shall be constructed without the permission and written approval of the Board. Fences, boundary walls or hedges shall not exceed six (6) feet in height. Fences, boundary walls or hedges shall comply with the minimum building setback requirements for front, rear and side street lot lines, nor shall they exceed the front of any dwelling on any lot. Fences, boundary walls and hedges shall be maintained in good condition and repair.

10. **Trash or Garbage:** No lot shall be used for storage of rubbish or refuse. Trash, garbage or other refuse shall be kept in sanitary containers with lids and properly concealed from public view. Yard waste shall be placed in heavy duty garbage bags. Trash, garbage, or other refuse shall be placed at the end of the driveway not before 7:00 P.M. the day before trash pick up.

11. **Tanks and Equipment:** Containers, oil tanks, soft-water tanks, air conditioners or other motors, compressors, equipment, machinery, woodpiles (whether temporary or permanent) and similar structures shall be placed either underground or behind walls, fences or shrubs so that they are not visible from the street or adjoining properties.

12. **Clotheslines:** Clotheslines shall not be permitted on any lot unless located behind walls or shrubs, and they are not visible from the street or adjoining properties. Portable rotary or wind-up disappearing types shall be used. No permanent clothesline shall be authorized.

13. **Temporary Structures:** No structures of a temporary nature or character shall be used as a residence; nor shall any trailer, tents, shacks, barns, campers, recreational vehicles or any other such vehicle used for housing of any kind be allowed to park or remain within the boundaries of any of the lots, whether for dwelling purposes or not.

14. **Lot Sizes:** No lot shall be reduced in size by any method whatsoever without prior written consent of the Board or any committee appointed by the Board for such purpose.

15. **Livestock and Poultry:** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than 3 household pets, such as dogs, cats or birds, may be kept on a lot, provided that no animal shall be kept, bred or maintained for any commercial purpose.

16. **Commercial Vehicles:** No commercial vehicles, whether trucks, vans, automobiles or otherwise, bearing a commercial display or visible commercial equipment shall be permitted to remain overnight in Spanish Oaks unless parked in a garage. Non-commercial vehicles, including automobiles, vans and pick up trucks, shall be allowed. Allowable vehicles shall not be parked on the lawn and shall only be parked in the driveway or garage.

17. **RVs, Campers, Boats and Trailers:** No boats, boat trailers, recreational vehicles, trailers or campers of any kind shall be permitted to remain overnight on the public right-of-way or on any lot unless parked in a garage or otherwise concealed from public view.

18. **Signs:** No signs or promotional flag shall be displayed to the public view on any lot or building except a sign of not more than the frame being 43"high x 25"wide and the actual sign 18"high x 25"wide advertising the property for sale or rent, or indicating a home security system. Permitted signs must be maintained in good order at all times and be removed upon the termination of their use.

19. **Rapid Completion:** The construction of any new building or repair, remodeling or addition to any existing building shall be completed as rapidly as possible and in no event take longer than six months to complete. Should any building remain in an uncompleted condition for a period of more than 6 months, the Board or a committee appointed for such purpose is empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete the same at their discretion, and in either event, the expense incurred shall be charged against the owner's interest and shall be a lien upon said lands and premises. Construction shall not exceed a six-month period.

20. **Lot Owners Association:** Pursuant to the terms of the Spanish Oaks Deed Restrictions as originally recorded, the Developer assigned the right to approve plans, specifications and location of buildings, and the right to enforce the Spanish Oaks Deed Restrictions to the Spanish Oaks Homeowners Association, Inc. which was formed on May 18, 1979. Spanish Oaks Homeowners Association, Inc., a Florida non profit corporation, hereinafter referred to as the Association, shall levy annual dues for the improvement and maintenance of any common areas and the carrying out of other responsibilities and obligations of the Association in accordance with its Articles of Incorporation and By-Laws. Each Association member agrees to pay his or her respective share of the dues. The amount of the dues shall be set by a vote of the majority of the members in attendance in person or by proxy, at the annual or special meetings of the Association. The annual dues shall be due and payable on or before February 28 of each year. Dues shall be delinquent if paid after March 15 of each year. Interest shall accrue all past amounts at the maximum rate allowed by law.

21. **Drainage:** No grade or elevation of any portion of any lot may be changed, no curb, drainage structure, water line, sewer line or portion of any street shall be removed or altered for any purpose and no structure shall be erected, placed, permitted or altered in any manner which shall hinder the surface or subsurface drainage of the property without the specific written consent of the Board. Owners of respective lots shall be directly responsible financially to the Spanish Oaks Homeowners Association, Inc., for damage to the foregoing improvements resulting from the actions of employees of said owners or independent contractors furnishing labor or materials to for said owners.

22. **Exterior maintenance; Owner's Responsibility:** Each owner shall keep and maintain the improvements and landscaping located on that Owner's Lot in a neat and attractive condition.

23. **Offensive Activity:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

24. **Covenants Running with the Land:** These covenants and restrictions are real covenants and restrictions and are to run with the land, and shall be binding on all parties and lot owners, and on all parties claiming under them, for a period of twenty-five (25) 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) years each. The Spanish Oaks Deed Restrictions may be amended by a majority vote of the lot owners.

25. **Restriction Violations:** If any person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions before their expiration, it shall be lawful for any other person or persons owning any part or parcel of any above described land, or the Spanish Oaks Homeowners Association, Inc., to

prosecute any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction and to either prevent him or them from doing further violations or to recover damages or other dues for such violation. In any such proceeding the prevailing party shall be entitled to recover his reasonable attorney's fees and costs including pre-litigation and non-litigation.

26. **Antennas and Towers:** No outside radio transmission tower or receiving antenna shall be erected by any owner, except as otherwise allowed by law. The Board of Directors may adopt standards regarding installation, placement and screening of such antennas or satellite dishes. A satellite dish, as allowed by law, may be installed provided that it is not visible from the street, provided that an equally acceptable signal may be received in the alternate location. The Board may publish additional guidelines regarding the installation requirements.

27. **Lawns:** All front and side yards except for driveways and sidewalks on any lot shall be grassed or sodded; or xeriscaped according to a plan approved by the Board of Directors pursuant to paragraph 7 herein, and shall be mowed regularly and maintained in good condition. Paved or graveled yards or use of any artificial turf in lieu of grass or sod shall not be permitted.

28. **Swimming Pools:** Swimming pools must be located at the rear of the main building and shall not be nearer than seven and one half (7 1/2) feet to any side or rear lot line. No above ground pools shall be allowed. Any nonconforming swimming pools constructed prior to the adoption of these Amended Deed Restrictions shall not be affected by this provision.

IN WITNESS WHEREOF, Spanish Oaks Homeowners Association, Inc. has caused this Amended and Restated Spanish Oaks Deed Restrictions to be executed in accordance with the authority hereinabove expressed this 19 day of August, 2005.

(CORPORATE SEAL)

SPANISH OAKS HOMEOWNERS ASSOCIATION, INC

By: Sondra P. Allen
President

ATTEST:

Suz May
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19 day of Aug, 2005, by Sondra P. Allen President, and Suz May Secretary of SPANISH OAKS HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation. They are personally known to me or have produced _____ as identification.

SUSAN JEAN DILL
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. DD 198427
MY COMMISSION EXPIRES 2/25/2007

Susan Jean Dill
NOTARY PUBLIC
My Commission Expires: