

AMENDED, INTEGRATED AND RESTATED  
DECLARATIONS OF RESTRICTIONS  
FOR NORTHDAL, SECTION E, UNIT 5

Declaration of Covenants and Restrictions made this 9<sup>th</sup> day of November, 1978, by CRITERION CORPORATION, a Delaware Corporation ("Developer") owner of all the right, title and interest, both legal and equitable, in and to the following described property in Hillsborough County, Florida, to-wit:

All of Northdale, Section E, Unit No. 5, according to map or plat thereof, as recorded in Plat Book 50, Page 30, of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, the undersigned party, as owner of the above-described property, in order to protect the health of welfare of the public, to protect property values and maintain the attractiveness of the community, desires to impose certain covenants and restrictions on the use of said property:

NOW, THEREFORE, it is declared that the hereinabove described property shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding upon the undersigned party, its legal representatives as hereinafter set forth:

1. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage. Carports are prohibited.

2. No trailer, tent or any other non-permanent type structure shall be permitted in the tract. No outbuilding shall be used as a residence, either temporarily or permanently. Outbuildings in the nature of garages, pool houses, and other types and characters commensurate and complimentary to the main dwelling will be permitted.

3. Each lot shall be maintained as frequently as necessary to remove mildew or other unsightly build-up on the structure of the improvements, including but not limited to, the house, roof, mailboxes, sidewalks, walkways, driveways and curbing and other areas visible to the public, including neighbors.

All exterior paint on the improvements to a lot, including but not limited to the house and fence(s), must be maintained so that there is no excessive fading

or chipping; and the overall color must be even on all sides and areas of the improvement.

4. No dwelling shall be constructed on any lot or parcel at a cost of less than \$150,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of 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. No dwelling shall be constructed on any lot with a living area of less than 1,000 square feet, exclusive of porches, garages and terraces.

5. No dwelling shall be constructed on a plot having an area of less than 6,000 square feet, and such plot shall be not less than 60 feet in width at the front building setback line. No dwelling shall be erected nearer than 25 feet to the front lot line. No dwelling shall be erected nearer than 7 ½ feet to any interior lot line.

6. The Northdale Civic Association (the "Association"), the not-for-profit Florida corporation which operates and maintains the Community consisting of the lots within Northdale, Section E, Unit No 5 has promulgated Provisional Standards for the Northdale Community, which Provisional Standards are incorporated by reference into these Restrictions, and are binding on all parties and all persons claiming under them. All requests for improvements, alterations, modifications, and additions to lots and/or dwellings must be submitted to the Architectural and Review Committee of the Association.

7. Every lot shall have grass covering all areas of the lot that are not otherwise covered by the structure of the dwelling, which areas include but are not limited to the house, driveway(s), sidewalk(s), walkway(s), swimming pool, patio, deck(s), shrubbery and landscaping beds. For those areas of a lot that have dense shade and on which grass is unable to grow adequately, a suitable mixture of Groundcover is to be planted which can survive in dense shade. The areas required to have grass or Groundcover shall be referred to herein as the "Lawn Areas." Lawn Areas must be sodded or plugged with St. Augustine or Bahia type grass or a similar type of grass, or in dense shade areas, with a suitable Groundcover. Yards that have green-cover consisting of weeds are not permitted. Application may be made to the Association for relief from these restrictions and will be reviewed on a case-by-case basis.

Lawn Areas of each lot shall be trimmed as frequently as necessary to ensure that the Lawn Areas do not exceed four inches in height as measured from the surface of the ground upward. The Lawn Areas shall be uniform in height and trimmed regularly to ensure the Lawn Area maintains a uniform height and is free of weeds. Each lot shall have its sidewalks, walkways, driveways and street curbing edged as frequently as necessary to ensure that the grass or

approved Groundcover does not extend over the edge of said sidewalks, walkways, driveways and street curbing. Trimmings and debris produced from lawn cutting, edging and other maintenance on the lot may not be discarded in the street or sidewalks used by the public.

In the event that the area is suffering from severe drought conditions, as defined by the National Weather Service, the Association reserves the right to not enforce this restriction during such periods. However, each lot owner or tenant shall use his/her/their/its best efforts to plant grass or Groundcover, as appropriate.

8. All bushes, trees and shrubs on a lot must be trimmed to maintain a clear view of oncoming traffic from the roadways, and a clear view of the roadway from a driveway. On corner lots, trees and shrubs cannot be placed so as to obstruct a view from one street to the intersecting street. Trees or shrubs may not obstruct a sidewalk. Overhanging tree branches must be trimmed to allow a seven (7) foot height clearance over the sidewalk. All dead bushes, trees, shrubs, vegetation and plantlife must be removed promptly.

Each lot is required to provide and maintain adequate shrubbery, trees and/or plantlife in areas visible to the public in order to maintain a neat and attractive appearance of the lot within the neighborhood.

9. No garage shall be erected on any lot prior to the construction of a dwelling. Garages built simultaneously with or subsequent to the construction of the dwelling shall be of the same kind of materials as the dwelling and shall be substantially in architectural conformance with the dwelling.

10. 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.

11. No barracks type or other structure shall be moved onto any lot or parcel in the area covered by these restrictions.

12. 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 that they are not kept, bred or maintained for any commercial purposes.

13. No sign of any kind shall be displayed to the public view on any lot except for one professional sign not more than two foot square in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the construction and sales period.

14. Vehicles, including but not limited to automobiles, trucks, motorcycles, bicycles, trailers and watercraft, as well as objects, including but not

limited to, Portables-on-Demand Storage (PODS), must not block the clear path of the sidewalks or obstruct in any way the view from the street of oncoming traffic or the right of way. No such vehicle or other objects shall be parked or placed on any part of a lot other than the driveway. Parking on lawns is strictly prohibited. Boats and other watercraft, and boat trailers, may only be parked or stored in the garage, or on the Lot behind a fence and concealed from view from the street.

15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Garbage must not be put out to the street side until sunset on the evening preceding garbage pick-up day. Also, trash cans and uncollected refuse must be removed from the curb no later than sunset on the day of the scheduled trash pick-up and stored in an area of the lot that is screened from public view.

16. No storage of equipment or personal belongings of any kind, including, but not limited to barbeque grills, propane tanks and ladders, is permitted on any Lot, except in the garage or behind the fence, where it is not visible from the street.

17. Each lot and all improvements and landscaping thereon, including any attachments to the improvements thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth shall be permitted or allowed to accumulate on any lot. This applies to any structure, bush, shrub and lawn within the lot's property line and is also applicable to non-resident owners, renters, property managers, or any other arrangements that have been made. Also, an owner is responsible to maintain the appearance of the lot in the event the property is vacant due to a transfer, pending sale or any other circumstance.

18. Any driveway extensions must be constructed from the same concrete materials as and match the original driveway. Mulch, gravel or any other materials are not permitted to be used for driveway extensions.

19. No fence shall be erected on any lot between the front building line and the street.

20. Mailboxes must meet U.S. Postmaster specifications and be maintained in a functional manner. Unsightly, damaged or dented mailboxes must be replaced promptly. The mailbox must be firmly attached to the base. All supporting mounts, including but not limited to the base and arm, are to be in good repair.

21. Each lot shall remove holiday decorations from areas of the lot visible to the public and neighbors within 30 days following the date of the holiday.

22. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the 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 the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

23. All lots shall be served by a public sewer and water system and the owners of residences shall pay the monthly charge for such service.

24. Developer, or its successors or assigns, may place, build, erect and/or install wall(s) and/or fence(s) along Northdale Boulevard and Dawnview Drive. No lot owner, or other person, without the express written consent of Developer, or its successors or assigns, shall paint, deface, alter the appearance, change or renovate, such wall(s) or fence(s) in any manner whatsoever, nor shall any attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s), and/or fence(s) no lot owner, or other person, shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer, or its successors or assigns.

25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

26. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions, or for the Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violations.

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

28. The provisions of this Declaration of Restrictions may be amended by the affirmative vote of a majority (50%) of the lots within Northdale Section E.,

Unit 5. All amendments shall be recorded among the Public Records of Hillsborough County, Florida.

29. Each lot shall have one (1) vote for issues which affect the property.

IN WITNESS WHEREOF, the party hereto has caused these presents to be executed in its corporate name, by its officers, duly authorized and its corporate seal to be affixed hereto, this 9<sup>th</sup> day of November, 1978.

CRITERION CORPORATION

By; \_\_\_\_\_/s/\_\_\_\_\_  
Vice President

\_\_\_\_\_/s/\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 9<sup>th</sup>. day of November, 1978, before me personally appeared Thomas J. Murphy and Barry M. Elkin, respectively the Vice President and Secretary of Criterion Corporation, a corporation existing under the laws of the State of Delaware, to me known to be the individuals and officers described in the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and the official seal for said corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa, in the County of Hillsborough, State of Florida, the day and year aforesaid.

\_\_\_\_\_/s/\_\_\_\_\_  
Notary Public