

# UNOFFICIAL COPY

## DEED RESTRICTIONS GREENBRIAR UNIT 3

AS RECORDED IN OFFICIAL RECORDS BOOK 09716, PAGE 0653 OF THE CLERK OF COURT FOR PINELLAS COUNTY, FLORIDA FOR PROPERTY DESCRIBED IN PLAT BOOK 058, PAGE 059 PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

THEREFORE, THESE PRESENTS WITNESSETH: That 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.

### **A. BUILDINGS**

1. All of the above lots shall be described as residential property and no structure shall be erected on any parcel of the same other than single-family dwelling and one (1) attached private garage of the same architecture and general design as the residence, both to be constructed of new materials. All structures shall not be less than 50% concrete block-stucco masonry construction and shall have tile roofs. Marble chip or equivalent may be used for roof construction in the rear of the house only for roof of such areas as Florida Room and Screen Porches.

2. All construction on any plot shall be carried through to completion within six (6) months after foundation is laid, abnormal delays by elements and/or rationing of materials beyond the control of the builder excepted.

3. No outbuilding of any nature may be erected on the property and no garage or other structure shall be erected on the property prior to the erection of the residence. Carports are expressly prohibited

4. No trailer, basement, tent, shack, garage, barn or other out building shall at any time be stored, erected, placed on the site or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind shall be moved onto any part of the above described property. No dwelling shall be occupied prior to completion of construction including final painting.

5. No dwelling shall be erected on a land area of less than six thousand (6,000) square feet, this provision shall not prevent the owner of a plot from purchasing a portion of an adjoining lot to be incorporated into and made a part of a plot previously owned.

6. No dwelling having a ground floor area of less than eight hundred (800) square feet shall be erected.

7. No structure shall be erected or moved upon any part of the premises herein, nor shall any change or modifications be made in the exterior of any such structure unless the exterior plans and specifications therefore showing the nature, kind, height and location thereof, shall have been-submitted to and approved, in writing, by the GREENBRIAR CLUB, INC., or assigns.

### **B. LOTS AND LOCATIONS OF BUILDINGS**

1. Should more than one lot, as shown on the plat of the subdivision, be used as a single building site, these restrictions shall apply as though the entire building site were one lot.

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2. No building shall be erected nearer to any front lot line than twenty-five (25) feet, nor nearer than six (6) feet to any side lot line. No structure shall be erected nearer than fifteen (15) feet to any side street line, nor nearer than ten (10) feet to the rear lot line.

3. No lot may be reduced in size from the size shown on the record plat.

## C. ARCHITECTURAL APPROVAL

1. No building, structure or installation, including but not limited to residence, garage, patio, wall, fence, mass planting and barbecue grill, shall be constructed, erected, placed or permitted upon the property until the plans and specifications thereof have been approved by the GREENBRIAR CLUB, INC. The complete plans (i.e., plot, grading, and construction plans, including but not limited to front, side and rear elevations, floor plans, foundation plans, etc.) shall be submitted by the owner to the GREENBRIAR CLUB, INC. in duplicate, one of which shall be returned to the owner when approved or rejected, and the other retained by the GREENBRIAR CLUB, INC. Approval by GREENBRIAR CLUB, INC. of said plans and specifications shall not be deemed to be a waiver of these restrictions. The GREENBRIAR CLUB, INC. hereby reserves the right to disapprove plans and specifications solely on the basis of aesthetics. If approval or disapproval, as set out above, is not given in writing within thirty (30) days by the GREENBRIAR CLUB, INC. to the person(s) requesting same, then no approval will be required, provided that the design, construction and location on the plot conform to the covenants and restrictions described herein, and are in harmony with the structures in the same zoning then existing in said subdivision. The exterior walls of any structure shall be not less than 50% masonry construction with exterior finish of painted stucco or brick, stone or similar masonry material. No alteration, addition or extension to any structure or existing structure shall be permitted without approval of the GREENBRIAR CLUB, INC. Except for porches and patios, roofs shall have a pitch of not less than 2" in 12".

2. No grade or elevation of any portion of any lot may be changed without the specific written consent of the GREENBRIAR CLUB, INC.

3. No curb, drainage structure, water lines, sewer lines of any street shall be removed or altered for any purpose without the specific written consent of the GREENBRIAR CLUB, INC.

4. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the property which shall in any way hinder the surface or sub-surface drainage of the property.

## D. FENCES, WALLS, SWIMMING POOLS

1. No fence or wall will be permitted on any lot in front of the front building setback line. Rear fences may be constructed behind the front building setback line which have a total occlusion not in excess of 50% of the area to heights not in excess of six (6) feet. Solid walls or walls with over a 50% occlusion may not exceed four (4) feet in height.

2. No fence, wall, tree, hedge, shrub, or any obstruction of any nature which obstructs the view above three (3) feet or below seven (7) feet above the adjacent roadways shall be placed or permitted to remain on any corner lot.

3. All air conditioning equipment is to be located on the side or rear of the lot and house in question.

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4. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, swimming pool filters and equipment and similar structures or installations, shall be placed at the side or rear of the house in such a way that they are not visible from the street.

5. No swimming pool may be constructed which is not fully enclosed by adequate screened enclosure or a four (4) foot high locked fence.

## **E. WALKS, DRIVEWAYS AND LAWNS**

All walks and driveways shall be constructed of concrete from the curb to the lot line and the remainder shall be paved continuously of concrete. No strip or ribbon driveways shall be constructed or permitted. Plans and specifications for walks and driveways shall be subject to the approval of the GREENBRIAR CLUB, INC. and shall be submitted to the GREENBRIAR CLUB, INC. together with plans for any proposed residence. The existence of excess accumulation or extended growth of weeds, undergrowth or other living plant life upon any lot that is in excess of ten (10) inches in height shall be prohibited.

## **F. BILLBOARDS, POSTERS OR OTHER STRUCTURES**

1. The erection of billboards, posters or other structures shall be prohibited except:

a. One sign 14" x 20" in size may be displayed outside a specific house, offering the property for sale, or placed on buildings while construction is in progress.

b. Plastic pennants, spinners, signs with moving parts, alternating or flashing lights, banners, snipe signs or similar promotional items shall not be used by owners or their agents for sales purposes.

## **G. EASEMENTS**

Perpetual easements for the installation and maintenance of utilities and drainage facilities as shown on said plat filed in the Public Records of Pinellas County, Florida, are hereby reserved. No drainage structure or installation, or swale may be changed, altered, obstructed, or removed for any purpose except by the GREENBRIAR CLUB, INC., or assigns.

## **H. GENERAL**

1. 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.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than a total of three (3) household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

3. No vehicle shall be parked on any part of this property except on paved streets and driveways. No trailers or commercial vehicles, other than those present on business, may be parked in the subdivision. Boats, trailers, motor homes, and/or recreational vehicles shall be totally concealed from public view in an enclosed garage.

4. Builders, contractors and sub-contractors while building on any lot in GREENBRIAR are to keep the premises free of trash, empty bags, brush and other debris.

**I. ADMINISTRATION AND ENFORCEMENT**

1. GREENBRIAR CLUB, INC. of 2013 Greenbriar Boulevard, Clearwater, Florida, is hereby designated administrator for the uses and purposes of these restrictions.

2. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances subsequently executed, and shall be binding on all the parties and all persons claiming under them until January 1, 2068, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing to change, alter or rescind said covenants in whole or in part.

3. If any person, firm or corporation, or their heirs or assigns, shall violate or attempt to violate any of these covenants or restrictions before January 1, 2068, or any extension in writing thereof, it shall be lawful for any other person or persons owning any part or parcel of any above described land or the GREENBRIAR CLUB, INC. to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing and to recover damages, attorney fees, court costs incurred and other costs for such violation.

4. Invalidation of any of these covenants by judgments or court order shall in no way affect any of the other provisions, which shall remain in full force and effect

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## AMENDMENT TO THE RESTRICTIONS OF GREENBRIAR UNIT 3

AS RECORDED IN PLAT BOOK 12951 PAGE 258  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

WHEREAS, GREENBRIAR UNIT #3, is a subdivision within Pinellas County, Florida, governed and controlled by the Restrictions dated May 10, 1997 and recorded May 27, 1997 at O.R. Book 9716, Page 653, Public Records of Pinellas County, Florida (The "Restrictions"); and

WHEREAS, the majority of unit owners of GREENBRIAR, UNIT #3 have the ability to amend the Restriction in whole or in part;

NOW THEREFORE, NOTICE IS GIVEN that the following Article of the Restriction is hereby amended, as follows:

Article A, BUILDINGS, Section 1, of the Restriction, is amended to read:

1. All of the above lots shall be described as residential property and no structure shall be erected on any parcel of the same other than single family residence, both to be constructed of new materials. All structures shall not be less than 50% concrete block masonry construction and shall have ~~tile roofs~~ either tile or any type of professional, finished State approved roof of the owner's choice. Examples of an accepted roof type is shingles. It is also agreed that the owner or owners of a said lot will not be allowed to replace their roof with a second hand material, wood shingles, create an eyesore, or create the possibility of decreasing the value of the homes in Unit #3 with a roofing product that is less than the intent of majority in Unit #3 the type of roofing for approval. The majority decision will be final on keeping or replacing the new roofing material. Marble chip or equivalent may be used for roof construction in the rear of the house only for roof or such areas as Florida Room and Screen Porches

CODING: The full text to be amended is stated: New words to be inserted are underlined.  
~~Words to be deleted are crossed out.~~

**RESTRICTIONS  
GREENBRIAR UNIT 3  
GREENBRIAR UNIT 3, AS RECORDED IN PLAT BOOK 9716, 653  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA**

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**A. BUILDINGS**

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2. All construction on any plot shall be carried through to completion within six (6) months after foundation is laid, abnormal delays by elements and/or rationing of materials beyond the control of the builder excepted.

3. No outbuilding of any nature may be erected on the property and no garage or other structure shall be erected on the property prior to the erection of the residence. Carports are expressly prohibited.

4. No trailer, basement, tent, shack, garage, barn or other out building shall at any time be stored, erected, placed on the site or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind shall be moved onto any part of the above described property. No dwelling shall be occupied prior to completion of construction including final painting.

5. No dwelling shall be erected on a land area of less than six thousand (6000) square feet. this provision shall not prevent the owner of a plot from purchasing a portion of an adjoining lot to be incorporated into and made a part of a plot previously owned.

6. No dwelling having a ground floor area of less than eight hundred ( 800 ) square feet shall be erected.

7. No structure shall be erected or moved upon any part of the premises herein, nor shall any change or modifications be made in the exterior of any such structure unless the exterior plans and specifications therefore showing the nature, kind, height and location thereof, shall have been-submitted to and approved, in writing, by the GREENBRIAR CLUB, INC., or assigns.

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3. No lot may be reduced in size from the size shown on the record plat.

**C. ARCHITECTURAL APPROVAL**

1. No building, structure or installation, including but not limited to residence, garage, patio, wall, fence, mass planting and barbecue grill, shall be constructed, erected, placed or permitted upon the property until the plans and specifications thereof have been approved by the GREENBRIAR CLUB, INC. The complete plans (i.e., plot, grading, and construction plans, including but not limited to front, side and rear elevations, floor plans, foundation plans, etc.) shall be submitted by the owner to the GREENBRIAR CLUB, INC. in duplicate, one of which shall be returned to the owner when approved or rejected, and the other retained by the GREENBRIAR CLUB, INC. Approval by GREENBRIAR CLUB, INC. of said plans and specifications shall not be deemed to be a waiver of these restrictions. The GREENBRIAR CLUB, INC. hereby reserves the right to disapprove plans and specifications solely on the basis of aesthetics. If approval or disapproval, as set out above, is not given in writing within thirty (30) days by the GREENBRIAR CLUB, INC. to the person(s) requesting same, then no approval will be required, provided that the design, construction and location on the plot conform to the covenants and restrictions described herein, and are in harmony with the structures in the same zoning then existing in said subdivision. The exterior walls of any structure shall be not less than 50% masonry construction with exterior finish of painted stucco or of brick, stone or similar masonry material. No alteration, addition or

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2. No fence, wall, tree, hedge, shrub, or any obstruction of any nature which obstructs the view above three feet (3) or below seven feet (7) above the adjacent roadways shall be placed or permitted to remain on any corner lot.

3. All air conditioning equipment is to be located on the side or rear of the lot and house in question.

4. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, swimming pool filters and equipment and similar structures or installations, shall be placed at the side or rear of the house in such a way that they are not visible from the street.

5. No swimming pool may be constructed which is not fully enclosed by adequate screened enclosure or a four foot (4) high locked fence.

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#### **F. BILLBOARDS, POSTERS OR OTHER STRUCTURES**

1. The erection of billboards, posters or other structures shall be prohibited except;

a. One sign 14" x 20" in size may be displayed outside a specific house, offering the property for sale, or placed on buildings while construction is in progress.

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4. Builders, contractors and sub-contractors while building on any lot in GREENBRIAR are to keep the premises free of trash, empty bags, brush and other debris.

5. No parabolic or microwave dishes greater than eighteen (18") inches in diameter and no higher than two (2) feet above the highest point of the roof are permitted.

**ADMINISTRATION AND ENFORCEMENT**

1. GREENBRIAR CLUB, INC. of 2013 Greenbriar Boulevard, Clearwater, Florida, is hereby designated administrator for the uses and purposes of these restrictions.

2. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or coveyances subsequently executed, and shall be binding on all the parties and all persons claiming under them until January 1, 2068, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing to change, alter or rescind said covenants in whole or in part.

3. If any person, firm or corporation, or their heirs or assigns, shall violate or attempt to violate any of these covenants or restrictions before January 1, 2068, or any extension in writing thereof, it shall be lawful for any other person or persons owning any part or parcel of any above described land or the GREENBRIAR CLUB, INC. to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing and to recover damages, attorney fees, court costs incurred and other costs for such violation.

4. Invalidation of any of these covenants by judgements or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

INWITNESS WHEREOF, the undersigned has caused these presents to be executed in their name, and has executed the same individually on this the 10 day of MAY A.D. 1997.