



T R A S K
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JAY DAIGNEAULT, ESQ.

July 20, 2017

Mr. Ken Burke, CPA
Clerk of the Circuit Court
Pinellas County
315 Court St.
Clearwater, FL 33756

**Re: 455 E. Orange St., Tarpon Springs, FL 34689, parcel 12-27-15-80460-000-0080;
Removal of restrictive covenant.**

Dear Mr. Burke:

This correspondence is intended to confirm and verify that the Board of Commissioners of the City of Tarpon Springs voted at its May 2, 2017 regular meeting to remove the restrictive covenant recorded June 11, 2004 in reference to the aforementioned property, a copy of which is enclosed herein for your convenience.

Please do not hesitate to contact me as shown below should you have any concerns regarding this correspondence.

Very truly yours,

Jay Daigneault, Esq.
City Attorney, City of Tarpon Springs

cc: Heather Urwiller
Director, Planning and Zoning Department
City of Tarpon Springs

PREPARED BY AND RETURN TO:
JOHN G. HUBBARD, ESQ.
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595 MAIN STREET
DUNEDIN, FLORIDA 34698

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that JOSEPH W. DOBIES and JUNE C. DOBIES, husband and wife, hereinafter referred to as "Owners", are the owners of certain real property located in the City of Tarpon Springs, Pinellas County, Florida, more particularly described as follows:

Lot 8 and the West half of Lot 9, Shaw Sub. According to the map or plat thereof as recorded in Plat Book 12, Page 62, Public Records of Pinellas County, Florida (hereinafter the "Property").

Said Owners do hereby make the following Declaration of Restrictive Covenants (hereinafter the "Declaration") covering the said Property, specifying that this Declaration shall constitute a covenant running with the land, and that this Declaration shall be binding upon the said Owners and upon all persons deriving title by, through or under the said Owners, and their assigns and successors in title. These restrictions shall be for the benefit of and limitation upon all present and future owners of the Property described herein, and shall be for the benefit of the City of Tarpon Springs, Florida, a municipal corporation of the State of Florida. The restrictions placed on the said land, and constituting a covenant running with the land, are as follows:

1. That the Owners are presently developing or will develop the Property by converting the detached two story structure into the primary dwelling unit ("Primary Dwelling"), and converting the single story residence which is a masonry structure located on the south portion of the Property (the "Storage/Workshop") into a workshop/storage building. Because of the fact that the Land Development Code and development regulations of the City of Tarpon Springs do not allow multiple family use on the Property, and because of the fact that the Storage/Workshop could be inappropriately modified to contain kitchen facilities and other facilities that would allow it to be occupied as a separate residential structure or to be used for an inappropriate multifamily use without the knowledge of the City of Tarpon Springs and the Owners have applied to the City of Tarpon Springs for development permits to allow for such construction activities, the restrictions contained herein are placed on the future use and development of the Property. The Owner has agreed for the benefit of the abutting property owners and for the benefit of the City of Tarpon Springs to limit the use of the subject Property, as developed with the proposed improvement of the Primary Dwelling, as one single-family residence to be occupied only by a single family and not to allow the resulting improvements to be used in any manner similar to that of a multiple family structure or to allow the Storage/Workshop to be occupied as a residential unit. Except for the willingness of the Owners to place these restrictions on the Property, the City of Tarpon Springs would not have found it to be in the public interest to issue any development permits for the proposed improvements on the Property.

2. The following conditions shall apply to the conversion of the Storage/Workshop structure:

- a. All kitchen appliances shall be removed and the wiring for the stove shall be removed.
- b. The existing bathroom may remain except that the bathing tub shall be removed.
- c. All interior non-load bearing partition walls shall be removed, except for bathroom walls.
- d. At no time shall the Storage/Workshop be used as a dwelling unit.

3. The Owner shall improve the Primary Dwelling for use only as a single family residence. The Property will at no time be used for other than a single family occupying the Primary dwelling and the adjacent Storage/Workshop.

4. The Owners warrant and represent that they are the sole and exclusive fee simple owners of the Property. The Owners further represent that there are no other persons with a legal or equitable interest in the Property and that this Declaration will be superior to any and all mortgages, or any other liens or encumbrances now on the Property and will not be subject to any other legal or equitable interest relative to the Property.

5. The Owner represents that nothing contained in this Declaration of Restrictive Covenants is barred or prohibited by any other contractual arrangement to which they are now a party, or by any statute or rule of any governmental agency, of any third party or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

6. The City of Tarpon Springs is deemed to have a beneficial interest in this Declaration. No modifications or amendments to this Declaration shall be effective without the joinder and consent of the City of Tarpon Springs, which joinder and consent shall be solely within the discretion of the City of Tarpon Springs and shall be in written form appropriate to be recorded in the public records of Pinellas County, Florida. The City of Tarpon Springs shall be fully entitled to enforce the covenants and restrictions herein contained.

7. In the event that any of the covenants or restrictions contained in this Declaration are violated by the Owners, or their successors or assigns, if such violation is not corrected within five calendar days from the date of notification of such violation, unless such correction is impossible within such period of time, the City may proceed with such legal remedies as are necessary, including the use of the office of the City Attorney, to correct such violation, and the prevailing party, their successors and assigns shall be liable for any costs incurred, including attorneys fees and court costs, whether such fees are expended or costs incurred in demanding enforcement of this Declaration or if proceedings are brought in a court of competent jurisdiction by the City in the enforcement of the provisions of this Declaration.

8. Enforcement of this Declaration may be by action at law or in equity against any person or persons violating or attempting to violate any portion of this Declaration, either to restrain violation, or to require by injunction or otherwise, compliance with the limitations on the use of the Property as is herein above set forth, or to restrain violation of a covenant or restriction, or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to all costs allowed by law, such sum as the court may adjudge to be

reasonable for the services of its attorney at trial or appellate levels. The City of Tarpon Springs shall be entitled to institute enforcement of this Declaration under this paragraph pursuant to its beneficial interest in the restrictions and covenants set forth herein.

9. An invalidation of any portion of this Declaration by a judgment of a court of competent jurisdiction shall in no wise affect any of the other provisions of this Declaration, which shall remain in full force and effect.

10. This Declaration shall be recorded in the public records of Pinellas County, Florida.

11. This Declaration shall remain in full force and effect during all times that the structure on the Property is used for residential purposes, unless the city amends the current code to allow multi family use on the property or the Owners join the two buildings making one single family residence .

12. The Owners and their successors in title hereby give and grant unto the agents and representatives of the City of Tarpon Springs, the right to enter upon the Property at reasonable times and upon notice to the Owners and their successors in interest in order to inspect the Storage/Workshop to insure that the provisions of this Declaration are being complied with in full by the persons then in possession of the Property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 11 day of June, 2004.

Signed, seals, and delivered in our presence:

Handwritten signatures of Joseph W. Dobies and June C. Dobies, with printed names below: JOSEPH W. DOBIES and JUNE C. DOBIES.

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared JOSEPH W. DOBIES, who () is personally known to me or (✓) has produced [Signature] as identification; and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of June, 2004.

Handwritten signature of Julie Patascher, Notary Public, My Commission Expires:



STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared JUNE C. DOBIES, who () is personally known to me or has produced June C. Dobies as identification; and that she severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

11 WITNESS my hand and official seal in the County and State last aforesaid this day of June, 2004.



Julie Patascher
Notary Public
My Commission Expires:

UNOFFICIAL

