

Note: Restrictions listed here are a rendition of the original document and its revisions and are to be used as a reference and not a legal document.

**DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
Covering All of**

VENETIAN ISLES UNITS 1 through 10, sub-divisions of St. Petersburg, Pinellas County, Florida, according to the plats thereof as recorded in the Public Records of Pinellas County, Florida, as reflected herein.

KNOW ALL MEN BY THESE PRESENTS THAT: WHEREAS, Robert E. Lee and Company, Inc. of South Carolina, a South Carolina Company licensed to do business in the State of Florida, the original owner and developer of the following described real property lying and being in Pinellas County, State of Florida, to wit:

VENETIAN ISLES UNITS 1 through 10, subdivisions of St. Petersburg, Pinellas County, Florida, according to the plats thereof as recorded in the Plat Books of the Public Records of Pinellas County, Florida, as follows:

Unit or Block <u>Location</u>	<u>Unit</u>	<u>Plat Book</u>	<u>Page</u>
S. Kansas Ave.;			
Overlook Drive NE;			
N.& S. Mass. Ave.;			
Kentucky Ave.	1	63	24 and 25
N. Kansas Ave.	2	64	15
N. & S. Iowa Ave.	3	64	49 and 50
N. & S. Michigan Ave.	4	64	49 and 50
N. & S. Illinois Ave.	5	66	54 and 55
Bayou Grande Blvd. (Mermaid Pt.)	6	66	97
N. & S. Hawaii Ave.	7	67	1 and 2
N. & S. Carolina Ave.			
Carolina Circle NE	8	67	81 and 82
N. & S. Montana Ave.			
Lansing St.	9	69	99 and 100
Overlook Point	10	70	46 and 47

did cause to be recorded in the Public Records of Pinellas County, Florida, in Official Record Books as indicated below, certain Restrictions and Protective Covenants covering the described real property;

<u>Unit or Block</u> <u>Location</u>	<u>Unit</u>	<u>O.R.</u> <u>Book No.</u>	<u>Page</u>
S. Kansas Ave.;			
Overlook Drive NE;			
N. & S. Mass. Ave.;			
Kentucky Ave.	1	2663	169
		2781	174
N. Kansas Ave.	2	3008	695
		2929	299
N. & S. Iowa Ave	3	3030	564
N. & S. Michigan Ave.	4	3226	313
N. & S. Illinois Ave.	5	3376	905
Bayou Grande Blvd. (Mermaid Pt.)	6	3522	426
N. & S. Hawaii Ave.	7	3522	429
N. & S. Carolina Ave.			
Carolina Circle NE	8	3849	816
N. & S. Montana Ave.			
Lansing St.	9	3912	711
		4050	1940
		4056	1124
Overlook Point	*10	--	--

*No Restrictive Covenants (exclusive of Plat Restrictions) are recorded or in effect for Venetian Isles Unit 10.

WHEREAS, responsibility for administering said Restrictions and Protective Covenants was duly assigned by Robert E. Lee and Company, Inc. of South Carolina to Sibley Homes, Inc., St. Petersburg, Florida, and was subsequently assigned by Sibley Homes, Inc. to the Venetian Isles Homeowners Association Inc, such that Venetian Isles Homeowners Association Inc. is now the body responsible for the administration and enforcement of restrictive covenants running with and applicable to Venetian Isles, Units 1 through 10;

WHEREAS, consistent with this authority, the Venetian Isles Homeowners Association Inc., desiring to revise, amend, modify, and replace the several separate Restrictions and Protective Covenants covering Venetian Isles Unit 1 through 9, as indicated above, and having first duly followed the prescribed method of amending, modifying or changing the foregoing recorded separate sets of deed restrictions and having obtained the necessary votes in each of the said units or blocks, did present to all homeowners in Venetian Isles the following Restrictions and Protective Covenants for their consideration and vote; and

WHEREAS, the homeowners of Venetian Isles, Unit 1 through 9, did duly vote and pass the following covenants running with the land, to be binding on all Venetian Isles property owners, their heirs, successors and assigns, and to be imposed on and intended to benefit and burden

every parcel of land in Venetian Isles, Units 1 through 9, as recorded in the official records of Pinellas County, Florida, as set forth above; and

WHEREAS, the homeowners of Venetian Isles, Unit 10, have rejected by majority written vote a proposal by the Venetian Isles Homeowners Association Inc. to extend the herein set forth Restrictions and Protective Covenants, applicable to the other Venetian Isles subdivisions, to Unit 10;

NOW, THEREFORE, the Venetian Isles Homeowners Association Inc., as the agency responsible for the administration and enforcement of the Restrictions and Protective Covenants affecting the above-described real property, acting in behalf of the property owners of Venetian Isles, does hereby adopt and promulgate the following Restrictions and Protective Covenants, applicable to all Venetian Isles, Units 1 through 9, and excepting only Unit 10 as hereinabove and hereinafter set forth, and does hereby declare that the covenants hereinafter set forth shall be covenants running with, touching and concerning the aforesaid real property, all conveyances of said real property, or any part thereof, to be subject to each and every condition, restriction, limitation, or reservation whatsoever, hereinafter set forth from the date hereof henceforth, to wit:

LAND USE RESTRICTIONS

1. Except as hereinafter provided, all lots in the subdivision and all lots enlarged or recreated by the shifting of side property lines are restricted to the use of a single family, their household servants and guests exclusively for residential purposes. Only one residence may be built on one building lot.
2. No lot or any parcel of land in this subdivision shall be used at any time for parking a trailer or any other building for temporary habitation, and no building or dwelling shall be moved on to any lot or parcel, however, temporary sheds or small buildings necessary to the construction of permanent dwellings may be used for the purpose of such construction and may remain on the land for a maximum of 120 days or until the time of completion of the dwelling, whichever is sooner.

DR-3 Amended September 6, 2022, and Recorded September 9, 2022 in Official Record Book 22197, pages 2394-2397.

3. This restriction and Protective Covenant ("Deed Restriction") concerns setbacks and exclusions.
 - A. Notwithstanding any approval by the City to the contrary, no building or structure shall be erected or placed:
 - (1) Closer than 25 feet to the front-yard property line (the right-of-way line at the front of the property);
 - (2) Closer than 7 ½ feet to the interior side-property line (the line dividing the property from the adjacent property to the side), except where two adjacent lots are owned by the same person(s)/entity and have been combined, for the purpose of constructing one residence on such combined lots, after approval by all governmental agencies having jurisdiction over the lot;
 - (3) Closer than 15 feet to the street-side property line (the right-of-way line at the side of the property) for a corner lot;
 - (4) Closer than 15 feet to the centerline of the seawall cap, for a waterfront lot;

- (5) Closer than 20 feet to the rear-yard property line, for an interior lot (a lot within the block formed by Carolina Ave NE and Carolina Cir NE).
 - B. The following are permitted encroachments into side and rear yard setbacks under this Declaration unless otherwise prohibited by the City code. Limitations, such as noise attenuation, will apply under Deed Restrictions in this Declaration:
 - (1) Air-conditioner compressor units and pool equipment, but no closer than 4 feet to the interior side-yard property line, no closer than 9 feet to the street side-yard property line for corner lots, and no closer than 10 feet to the rear-yard property line.
 - (2) Wing walls for storage of trash and recycling cans. Wing walls shall be at least 4 feet high and shall extend from the dwelling wall no more than 4 feet.
 - (3) Rear screen enclosures for pool and/or deck, but no closer than 10 feet to the rear-yard property line (side-yard setback requirements remain as stated in subparagraph A).
 - (4) Swimming pools with a water surface no closer than 10 feet to the landward face of the seawall cap, if the cap is more than three years old at the time of construction.
 - C. These setbacks and exclusions apply to construction undertaken after the adoption of this Deed Restriction.
4. Such riparian or littoral rights as are owned by Sibley Homes, Inc., between the side lines of each lot extending to the point where such lines intersect or extended to a distance of one hundred feet from the seawall, which ever distance is less, for open water lots and 1/2 the width of the waterway for canal lots shall be conveyed by Sibley Homes, Inc., or its successor to the purchaser of each such lot on condition and provided that no use shall be made of such riparian or littoral rights lying outside the present sea wall except to construct a dock or pier, approved by the City, and by Sibley Homes, Inc. No roof shall be permitted over any dock or pier, and the elevation of a dock or pier-or any part thereof, except handrails, shall not exceed the elevation of the seawall of the lot to which the dock or pier is attached.
 5. Property lines extend two feet beyond the seawall as shown on the recorded Plats.
 6. All lots are limited to single family residences only.
 7. No lot is to be reduced in size below the square footage shown on the recorded Plat.

CONSTRUCTION RESTRICTIONS

**DR-8 Amended October 16, 2023, and Recorded October 26, 2023, in Official Records
Book 22606, pages 1007-1009.**

8. All dwellings erected in Venetian Isles shall comply with these Deed Restrictions and with the building codes adopted by the City of St. Petersburg from time to time; except that all roofs, other than flat roofs where permitted by these Deed Restrictions, shall be of tile, and must be made of clay, concrete, or metal, with either flat or barrel-roll profiles, to preserve the community aesthetic.

**DR-9 Amended October 16, 2023, and Recorded October 26, 2023, in Official Records
Book 22606, pages 1007-1009.**

9. This Restriction and Protective Covenant (“Deed Restriction”) concerns the permitted height of dwellings.
 - A. No part of any dwelling, or any appurtenance thereto (including but not limited to turrets, towers, or cupolas), shall be constructed more than 36 feet above the Design Flood Elevation as defined by the city of St. Petersburg’s building code.
 - B. The roof system over the dwelling shall have a minimum pitch of 5:12 (vertical:horizontal), except that (1) the roof over an addition or renovation to an existing dwelling may have a pitch that matches that of the remaining pitched roof, and (2) a flat roof attached to the dwelling at the rear of the dwelling is permitted.
 - C. The vertical walls at the perimeter of the dwelling shall rise from the ground only (no “stilt” houses.)
 - D. Any construction or installation under this Deed Restriction shall commence only after approval, under Deed Restriction #13, of the Venetian Isles Homeowners Association, Inc. Architectural Review Committee, and, if so required, only after approval of other licensing or permitting authorities.
10. All dwellings shall have a minimum of 85% of the first-floor walls of masonry construction. The second story may be of frame construction. Garages are to be enclosed and must be large enough to accommodate at least two cars. There shall be no gravel driveways or yards. This does not preclude gravel covered flower beds abutting building walls or in the yard providing they are not used to transcend the “no gravel” yards provision of this restriction. Yards will be sodded prior to occupancy.
11. Exterior Central Air Conditioning Compressor units will be positioned in the rear of the residence, either at ground level or elevated to the roof in an effort to minimize noise pollution and resultant harassment to adjacent properties. Positioning of said unit along the sides of any dwelling is expressly prohibited except in those cases where the house was originally constructed and sold with the compressor on the side of the building. Where the physical configuration of a dwelling dictates that a compromise of this restriction be made such as moving the unit to the rear corners of the residence, sound baffles, if required because of neighbor complaints about noise, will be erected to reduce the noise emission levels at the property line to the 60 decibel level specified by the St. Petersburg Environmental Affairs office. Window type air conditioners, whether they be temporarily mounted in window recesses or permanently mounted in through the wall installations are not encouraged because of noise and basic esthetics. In any event, should window type installations be undertaken, positioning of the units will be limited to the front and rear of the residence and are subject to the 60 decibel emission standard attenuated by barriers if required to meet the standard.
12. Pool Pump Filters may be installed along the sides of the residence to meet technical and or esthetic requirements. Such an installation on the side of any residence is subject to the provision that should neighbor complaints be received with regard to noise emission, the owner of the facility will be responsible for installation of an appropriate sound cover over the pump to minimize the noise.

13. All houses shall have a minimum of twelve hundred square feet for living area, exclusive of porches and garage. All construction plans for house structures, walls, fences, screen enclosures or any other structure of a permanent nature, shall be approved by Sibley Homes, Inc. for lots to which they hold title and the Venetian Isles Homeowners Association for all developed properties.
14. No above the ground swimming pools (one in which the filtered water level of the pool is above the elevation of the graded terrain surrounding the residence) will be constructed, erected or otherwise transported and positioned on any home site within Venetian Isles, regardless of type, configuration brand or quality of construction. This does not exclude use of small (10 to 30 Gal.) wading pools for children.
15. Tool sheds or auxiliary buildings which are not constructed as an integral part of the residence consistent with the City Building Codes, Ordinances and Deed Restrictions as set forth herein are expressly prohibited.
16. Any homeowner undertaking the installation of a Solar Energy System in his residence, involving an array of visible solar collectors, whether they support a system of pool heating, domestic hot water, household heating or cooling or power generation, will endeavor to balance operational requirements of the system with basic and architectural esthetics. To the extent practicable, solar collectors will be positioned in such a manner as to be as inconspicuous as possible at elevated levels. The use of extensive ground arrays should be undertaken only as a last resort.

RESIDENTIAL RENOVATION, ADDITIONS OR ALTERATIONS

17. Building additions or modifications to a residence within the area, whether they be undertaken for the purpose of adding to the structure, adjusting the configuration of living space, changing or expanding recreational areas, or constructing new porch areas, workshops, garage space or storage areas will be made employing architectural design, materials and workmanship that makes the addition or modification indistinguishable from the original construction. Use of low-cost semi-permanent add-on type construction, employing aluminum sidewalls, plastic roof covering or similar type material is expressly prohibited.
18. No garage may be converted to living space, thereby eliminating its use as housing for two cars unless another addition for garage space is provided with the new garage space conforming to all restrictions as outlined.

PROPERTY MAINTENANCE

19. Each property owner will be responsible for maintaining the physical facilities of his residence in accordance with the high standards of the neighborhood. Such maintenance includes periodic cleaning and painting of roofs, if applicable, periodic painting of cornices, side walls and doors and replacement of window screens, cornice vent gutters or other integral parts of the residence which become unusable or unsightly because of normal or extraordinary wear and tear. Additionally, each homeowner is responsible for the prompt repair of damage to the residence and surrounding terrain caused by high water, wind or other causes in a manner which restores the property to its original condition. In the event of a widespread disaster situation in which the repair effort saturates the total contractor capability

within the area, repair will be executed as expeditiously as is consistent with the available capability. Enforcement of this restriction will be based on an evaluation of any reported violations by a specially appointed Board of Arbitration.

20. Each property owner will be responsible for the proper maintenance of his lawn, shrubs, trees and other greenery located on the premises, ensuring that all are maintained consistent with the high standards of the community. Trees, shrubs and other plantings will be watered, fertilized and cared for regularly to promote healthy growth. As a minimum, lawns will be watered, fertilized and treated with insecticides to the extent of assuring that a good carpet of grass is maintained at all times. In the event that the carpet becomes jeopardized for any reason whatsoever, to the extent that the thatch is weakened or destroyed and the soil is visible, the property owner will be responsible for its replacement on a timely basis. Enforcement of this restriction will be based on an evaluation of any reported violations by a specially appointed Board of Arbitration.

21. Any Company or Individual holding title to a vacant lot within Venetian Isles will be responsible for maintaining the premises in such a manner as to minimize harassment to adjacent homeowners as a result of weed growth, dumping of soil, soil erosion and trash intrusion. Such maintenance to involve regular mowing of grass and weeds, leveling of dumped earth fill and the removal of trash.

FENCES AND HEDGES

Please note that DR-22, the Deed Restriction below, is modified by DR-53.

22. No fence, wall, hedge or any other barrier shall be erected, or grown, beyond the exterior walls of any residence which denies an adjacent property owner the same visual access to the water, or street, as provided by the set-back provisions of the building code and variances thereto. Fences or hedges erected or grown immediately parallel to the property line on the sides of the dwelling, extending from a point on line with the front of the house to the rear boundary of the property will be limited to a height of 4 feet. Fences will be chain link or other open mesh type construction. The same provisions apply to perimeter fences or hedges across the rear boundaries of the property. Front yard fencing or hedges, perimeter or otherwise are expressly prohibited except for low profile decorative walls or fencing along the front sidewalks, etc. Privacy walls or fences erected as a continuation of the sidewalls of the house are expressly prohibited unless they support a permanent roof structure that constitutes an integral part of the building. The use of shrubbery as a privacy shield is authorized around porch patios and pool enclosures when planted along the foundation of building line of the structure. Height shall not exceed 6 feet. This provision is also applicable to open patios which are constructed in the rear of the dwelling, providing they do not extend beyond the area encompassed by extending the building lines from the sides of the residence rearward not exceeding the limit of 15 feet from the seawall.

PROPERTY USE RESTRICTIONS

23. No residence within Venetian Isles will be used by a homeowner or tenant as a place of business. For purposes of this restriction "use for business" is defined as any use of the residence in which a product, service or skill is sold that involves (1) the business use of office space, work space, living space, kitchen and dining facilities, alert rooms or special tools and equipment in the residence; (2) the frequent entry and exit of customers, paying guests, and or employees from the property and/or (3) the use of the premises as a home base for the dispatch of special purpose vehicles used in the conduct of a business. This restriction on business use in no way precludes a homeowner or tenant from the conduct or coordination of proprietary, supervisory, or work endeavors normally conducted from a residence as they may relate to his work endeavors.

24. No clotheslines shall be allowed except along the side of the house and then only if set in removable stanchions which shall be removed when not in use. The hanging of nominal items to signify use, thus avoiding stanchion removal is expressly prohibited as is the routine use of the clothesline on Sunday and Holidays.

25. Garbage cans, trash cans and other containers used to store material destined for pick up by the City Sanitation Department shall be sunken or concealed from street and adjacent property view by at least a 3 foot high wall enclosure or equivalent vegetation. The lids of such containers shall be tight fitting and maintained in place at all times. Normally, containers should be positioned at curbside in the evening hours or early morning hours preceding pick-up time and removed as soon as possible after the Sanitation Department has emptied same and returned them for pick-up.

26. The storage of construction materials, machinery, earth mounds, derelict boats, automobiles, used appliances or debris of any kind at any point on the exterior of a residence where they are visible from the street, canal or adjacent properties, regardless of whether they are camouflaged, is expressly prohibited. Exceptions will be made for short periods when day to day construction or maintenance is under way.

27. All residents of Venetian Isles will assume responsibility for the timing and control of activities involving high level sound emissions at the property line in an effort to avoid neighbor harassment through aural trespass. Such activities involve indiscriminate operation of radios, televisions and sound systems; practicing or playing of inherently loud musical instruments in open rooms, patios or docks; and gunning of noisy or unmuffled engines in automobiles or motorcycles in which the sound pollution can be adjudged excessive based upon sound level, duration, frequency and the time of day or night which it occurs.

28. The use of electric or gas-powered tools or equipment such as power saws, lathes, planers, sanders, impact wrenches, etc., resulting in high decibel sound emissions (60 Decibels at the property line) whether housed in the garage or special workshop will be restricted to normal waking hours of 8:00a.m. to 10:00p.m. Mechanical work accomplished in the garage or workshop which results in high decibel sound emissions are similarly restricted to the hours indicated.

29. All homeowners, tenants and guests will require children housed within a residence to observe accepted disciplines with regard to such matters as avoidance of trespass or defacement of a neighbor's property, neighbor harassment or excessive noise.

**DR-30 Amended October 16, 2023, and Recorded October 26, 2023, in Official Records
Book 22606, pages 1007-1009.**

30. No advertising signs which identify the property owner, tenant, or any individual or company with a business endeavor, commercial product or any other commercial or professional activity will be positioned on any property within Venetian Isles. This does not apply to "For Sale" signs or, in the case of new construction, signs posting appropriate notices and/or identifying contractor participation in the construction.

31. No homeowner's seawall, dock or the water access thereto, including riparian or littoral rights shall be rented, leased or otherwise be occupied by commercial boats, vehicles or facilities. This does

not preclude rental or leasing of said facilities for the tie-up of non-commercial boats exclusive of occupied live-aboards.

32. The dumping, sweeping, throwing or discharge, by any means whatsoever, of any polluting elements including grass clippings, weeds, dirt, pollutant liquids, or refuse of any kind into the streets or vacant lots of Venetian Isles or in adjacent waters, by homeowners, tenants or visitors, is expressly prohibited.

33. The occupants of houses equipped with outdoor floodlights will ensure that such lights are aimed and focused if applicable in such a manner as to avoid direct reflection on a neighbor's house or premises, with special care taken to minimize cross canal reflections.

VEHICLES - PARKING AND USE RESTRICTIONS

34. No commercial, recreational or special purpose vehicle or device, including trucks, buses, automobiles with business markings, tractors, tractor trailers, trailered or self-contained mobile homes, boats, boat trailers, automobile trailers, motorcycle trailers or specially manufactured vehicles, whether registered or unregistered shall be permitted to park overnight unless in an enclosed garage. Street parking of cited vehicles as an alternative to parking in an enclosed garage is not authorized.

35. To the extent space permits, homeowners, tenants, guests and or friends will utilize vehicular parking facilities at the individual homesites, including garage, driveway or prepared parking aprons for the parking of vehicles. When street parking is necessary, vehicles will be parked on the even numbered sides of the thoroughfare in accordance with the provisions of City Ordinances in order to make way for fire and police protection.

36. The positioning of any motor vehicle, motorcycle or other wheeled vehicle on the lawn or anywhere other than the driveway and prepared parking aprons of any residence, whether the vehicle be owned or titled by the homeowner, his family, friends or tenant is expressly prohibited.

37. The positioning of battered, inoperative, jacked-up or derelict vehicles on the driveway or exterior premises of any residence on other than a temporary basis (one week) is expressly prohibited.

38. The riding of motorcycles, trail bikes, go-carts or other special purpose vehicles by area residents in yards or streets, as an alternative to specially designated riding trails or areas is expressly prohibited except when a properly registered vehicle uses the street for purposes of entering or exiting the area. In such instances, municipal speed limits and noise emission levels will be observed at all times. Excessive gunning of engines, harassment of pedestrians or trespass on a neighbor's property while riding such vehicles is expressly prohibited.

PET RESTRICTIONS

39. No chickens, cattle, horses, sheep, goats or pigs shall be permitted within the subdivision. No other animals, except domestic pets, shall be permitted. Domestic pets, not exceeding two in number and not within the prohibited categories, may be kept on any lot in the subdivision and they shall not be bred or kept for commercial purposes.

40. Each homeowner, tenant, family guest or friend is responsible for his pet or pets being under leash or voice control at all times. Further, that the pet remain within the confines of the property where

it is housed. In no instance will a pet be permitted to trespass on adjacent or other properties for any purpose whatsoever, except by the express permission of the property owner against whom the trespass is made. For the purposes of this deed restriction, the city right of way adjacent to the front and or side of any residence, if maintained by a given homeowner or tenant in the same manner as the property itself, the right of way is subject to the same restriction as cited for the private property. Undeveloped lots are excluded from these provisions.

41. Each homeowner will be responsible for assuring that all pets housed within the residence or located on its premises are perpetually under control and do not trespass or otherwise infringe upon his neighbor's rights and privacy through nocturnal trespass, barking or reflection of antagonism during periods when adjacent yards are occupied. The provisions of this restriction are equally applicable to felines.

WATERWAY USE

42. No boat houses, docks beaches and related tie posts shall project into waterways more than 1/2 the width in excess of eighty feet of said waterways.

DR-43 Amended August 17, 2005, and Recorded August 18, 2005, in Official Records Book 14540, at page 1518.

43. The owner of each lot abutting a canal shall pay his appropriate share of the cost, as determined by the city of St. Petersburg, of maintenance of adequate water depth for navigation, such depth maintenance being provided from time to time by the city under its assessment program. The standards for such maintenance dredging are:

- A. The channel shall be 30 feet wide in the approximate center of the canal and shall be 5 feet deep at mean low water.
- B. The canal to be maintained shall extend from a city-maintained channel, or from the channel of a joining Venetian Isles canal, to a point that is at a right angle, measured at the centerline of the channel, to the mid-point of the last parcel having access to that channel.
- C. Maintenance dredging does not include maintaining adequate water depth from the navigable channel to any adjacent lot on a canal or open water. The lot owner shall make all necessary arrangements and pay for such dredging, if he desires it.

44. It shall be the responsibility of any boat owner, berthing his boat within Venetian Isles, whether in the water or on davits to ensure that the boat is properly secured with suitable stout lines to meet severe weather conditions and avoid if possible, its becoming a lethal weapon in the case of high winds and water.

DR-45 Amended November 26, 2006, and Recorded November 27, 2006, in Official Records Book 15494, at page 1341.

45. This Restriction and Protective Covenant ("Deed Restriction") concerns watercraft that are tied, moored, berthed, or suspended on davits or boat lifts at facilities located adjacent to or on a lot, or which

are placed on the lot, whether such watercraft are owned by the owner of the lot or by another person. The lot owner shall be responsible for:

- A. Maintaining the seaworthiness of such watercraft.
- B. Maintaining the appearance of such watercraft to the same high standards of attractiveness that these Deed Restrictions contemplate for the lot owner's property; such watercraft shall be:
 - (1) Adequately painted or otherwise finished;
 - (2) Free of mildew;
 - (3) Free of torn, frayed or dirty canvas;
 - (4) Secured with unfrayed dock lines; and
 - (5) Free of visible barnacles.
- C. Immediately re-floating any such watercraft that is swamped or otherwise sunk, and either restore it in compliance with this Deed Restriction or remove it from Venetian Isles.

Enforcement of this Deed Restriction will be based on an evaluation of any reported violation by a specially appointed Board of Arbitration.

RESTRICTIONS OF LIMITED APPLICATION

46. The following Deed Restrictions and Protective Covenants apply only to the specific Venetian Isles Subdivision Units as indicated and have primacy over parallel Deed Restrictions and Protective Covenants as outlined above for the specific Units as indicated.

- A. Set Back Provisions.
Unit 8: All houses on waterfront lots will be set back from the street not more than 25 feet or as close to 25 feet as the house will reasonably fit.
- B. Utility Easement.
Unit 3: There is a Florida Power easement 3 feet each side of the lot line, 7 feet in depth.
Unit 9: There is a 5 foot utility easement across the front of all lots and a 15 foot drainage easement 7.5 feet each side of lot lines.
- C. Waterways.
Unit 5 and 7: The waterways are dedicated to the city.
- D. Docks.
Unit 9: No boat houses, docks beaches and related tie posts shall project into the waterway from Lots 1 through 17, Block 10 and Lots 1 through 7, and 14 through 19, Block 20, for more than 34 feet; nor shall they project from Lots 8 through 13, Block 20 for more than 25 feet.

SIDEWALK COVENANTS

47. Robert E. Lee and Co., Inc., of South Carolina, the fee simple title holders to the real estates located in Pinellas County, Florida, identified in the following Venetian Isles Unit designations do hereby for themselves and their heirs and assigns, acknowledge and declare that the following conditions will be met and performed with respect to said real estate:

A. Venetian Isles Unit 2:

A four (4) foot sidewalk will be constructed along the North side of Grand Canal abutting said property. (Covenant dated 12 August 1968)

B. Venetian Isles Unit 5:

A four foot wide sidewalk will be constructed along the north side of Grand Canal Boulevard N.E. Venetian Isles Unit Five abutting said property. (Covenant dated 10 August 1970)

C. Venetian Isles Unit 6:

A four foot wide sidewalk will be constructed along the North side of Bayou Grand Boulevard N.E. abutting said property. (Covenant dated 15 April 1971)

D. Venetian Isles Unit 7:

A four foot sidewalk will be constructed along the North side of Grand Canal Boulevard abutting said property. (Covenant dated 22 March 1971)

E. Venetian Isles Unit 8. Lots 1 through 61:

A four foot sidewalk will be constructed along the North side of Grand Canal Boulevard as it now exists within Venetian Isles, Unit 8, abutting said property. (Covenant 4 December 1972)

It is further agreed that in the event said sidewalks are not completed within two years from the date of the covenants, the City of St. Petersburg shall, at its option, construct said sidewalks and shall have the right to assess the full cost thereof against the above described property, notwithstanding any other policies for assessment then in effect.

**ADMINISTRATION OF DEED RESTRICTIONS
AND PROTECTIVE COVENANTS**

DR-48 Amended October 27, 1999, and Recorded November 10, 1999, in Official Records Book 10719, at page 2025.

48. The Deed Restrictions and Protective Covenants hereby established shall run with the land and be binding on each homeowner, its successors and assigns and upon any and all persons and parties who may hereafter purchase, own or occupy any lot or lots within said subdivision up to and including January 1, 2030, unless sooner altered, modified or terminated as herein otherwise prescribed, and may be enforced by any owner of a lot in this subdivision through the Venetian Isles Homeowners Association, Inc.

49. The authority for administering and enforcing the Deed Restrictions and Protective Covenants for Venetian Isles is vested in the Venetian Isles Homeowners Association Inc. This authority was assigned by the original developer of the area, Robert E. Lee and Co., Inc. of South Carolina to Sibley

Homes, Inc., and thence to the Venetian Isles Homeowners Association, Inc., effective 1 September 1973.

DR-50 Amended 11/26/2006, and Recorded November 27, 2006, in Official Records Book 15494, at page 1341.

50. These Restrictions and Protective Covenants ("Deed Restrictions") can be "Changed" (that is, amended, modified, extended, or otherwise Changed) from time to time by an election by the owners of the buildable, residential lots ("Lots") that are subject to these Deed Restrictions (Note: in year 2006, there were 525 such Lots.) The procedure for such Change is as follows:

- A. Change proposed. A Change can be proposed for balloting:
 - (1) by Lot owners' initiative, through a petition for a Change, signed by an owner of each of at least 150 Lots, and presented to the Venetian Isles Homeowners Association, Inc. Board of Directors ("Board"); or,
 - (2) by Board initiative.
- B. Change voted on.
 - (1) For each Change properly proposed, as described in Paragraph A, herein, the Board shall administer a ballot question to be voted on in writing by the Lot owners.
 - (2) To be adopted, a Change must receive a number of "For" votes equal to, or more than, two-thirds of the number of Lots. One vote per Lot.
 - (3) The owner of more than one Lot shall have one vote for each Lot owned.

51. The adoption of the Restrictions and Protective Covenants as outlined herein was contingent upon a 66-2/3% or more majority vote "For" each proposal counted in accordance with the provisions of paragraph 50 above and the completion of action required to record same in the appropriate land records of Pinellas County as initiated by the Venetian Isles Homeowners Association Inc. They will become effective as "revised restrictions" on the date recorded and will revise and replace the Restrictions originally promulgated by Robert E. Lee and Co., Inc. of South Carolina for Units 1 through 9. The Restrictions and Protective Covenants are not retroactive subject to the provision that any action taken by Homeowners under existing restrictions between the date the Proposed Restrictions were offered for vote and the date they become effective must be taken in good faith without intent of avoiding the more restrictive provisions of the revised restrictions.

52. Invalidity of any one of these covenants by judgment or Court order in no ways shall affect any of the other provisions, which shall remain in full force and effect.

DR-53 Added September 6, 2022, and Recorded September 9, 2022 in Official Record Book 22197, pages 2394-2397.

53. This Restriction and Protective Covenant ("Deed Restriction") concerns non-chain-link fencing and is an Addendum to Deed Restriction 22. This Deed Restriction 53 allows a fencing type other than chain link when used as specified by this Deed Restriction.

Non-chain-link fences and gates may be erected using wrought iron or wrought aluminum materials with the following restrictions:

A. Specifications:

- (1) Colors shall be black or bronze;
- (2) Construction shall be two- or three-rail.
- (3) Spacing between line posts and/or corner posts shall not exceed 8 feet.
- (4) Spacing of pickets shall not be less than 3 ½ inches between any two adjacent vertical members.
- (5) Height shall not exceed 52 inches on all vertical members to include any spears or finials measured vertically from the highest point along any point of the fence assembly to the ground directly below; gate height shall not exceed 76 inches on all vertical members to include any spears or finials measured vertically from the highest point along any point of the fence assembly to the ground directly below.
- (6) Dimensions:
 - (a) Corner posts shall not exceed 3 inches in any horizontal dimension.
 - (b) Line posts shall not exceed 3 inches in any horizontal dimension.
 - (c) Top and bottom horizontal rails shall not exceed 1 inch in any dimension except length.
 - (d) Pickets (vertical members between posts) shall not exceed ¾ inch in any horizontal dimension.

B. Placing of fencing described above is limited to:

- (1) At or near-parallel to the property line on the sides of the dwelling, extending from any point behind the front of the dwelling toward the rear boundary of the property; and/or
- (2) Along the rear boundary line of the property; and/or
- (3) At an angle from fence lines described in (1) and (2), to a point alongside the dwelling and not past the front of the dwelling nor past the rear of the dwelling.

The provisions of Deed Restriction 22 remain in force, as this Deed Restriction 53 is specific to provide a material other than chain link and its approved installation location.

Any construction or installation under this Deed Restriction shall commence only after the approval, under Deed Restriction 13, of the Venetian Isles Homeowners Association, Inc.'s Architectural Review Committee.

Chain link and non-chain-link fencing may be used together or separately while complying with the provisions of Deed Restriction 22 and this Deed Restriction 53.

