

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That RABROD

INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Florida, the owner in fee simple of the following described land, situate, lying, and being in the County of Monroe, State of Florida, to-wit:

BREEZESWEPT BEACH ESTATES a subdivision located on Ragrod Key, Monroe County, Florida, and recorded in Plat Book 4, at Page 143 (on two sheets) of Monroe County, Florida, Official Records. EXCEPTING ALL OF BLOCK NUMBER ONE(1) THEREOF.

FILED FOR RECORD
1950 DEC 30 10 3 22
MONROE COUNTY, FLA.

HERESY MAKE the following declarations as to limitations, restrictions, and uses to which the said land above described may be put, hereby specifying that said declarations shall constitute covenants to run with the land as provided by law, and shall be binding on all parties, and persons hereafter acquiring any right, title, or interest in, and to the land above described, or any part thereof, this declaration being for the benefit of and in limitation upon all future owners of land or lands as above described and being designed for the purpose of keeping the said lands desirable, uniform, and suitable for the uses and purposes as herein specified, that is to say:

1. The use of said property is strictly limited to single family residential purposes. No businesses or professions may be conducted or practiced on the said property.

2. No buildings of any kind whatsoever shall be constructed upon said property except a single family residence of not more than two (2) stories in height, a private garage, and

other out buildings incidental to residential use of the property.

3. No residences or out buildings shall be erected or permitted on said property unless they are of new wood frame or of masonry constructions, and all buildings or structures shall be bonded to bedrock. Construction and workmanship shall conform to the Southern Standard Building Code. All materials used in the construction of any buildings on this property must be new, and no shoddy or used materials may be utilized. The minimum ground floor space of the main structure erected on said property shall be not less than Six Hundred (600) square feet for a one or one and one-half story residence, and not less than Five Hundred (500) Square feet for a two story residence. For purpose of computation fifty per cent (50%) of ground floor enclosed spaces may be included providing credit for such space does not exceed One Hundred (100) square feet.

4. Buildings or structures of any kind shall be erected no closer than fifteen (15) feet to the front (street) lot line, nor closer than seven (7) feet to any side lot line, nor closer than fifteen (15) feet to any rear lot line, EXCEPT that a detached garage or other out building incidental to residential use of the property may be erected no closer than five (5) feet to a side lot line.

5. Seawalls or bulkheads may not extend beyond the property line of any lot. No structure of any kind may project into a canal. Boat houses, if constructed, must be wholly within the property lines and must conform to side line setbacks as given in paragraph 4 of these restrictions, EXCEPT that they may be constructed within five (5) feet of the rear lot line.

6. All sanitary facilities must meet the standards set by the Florida State Board of Health and be approved by the Florida State Board of Health, EXCEPT that no cesspools shall be constructed or allowed on said property. All sewage disposal must be by means of septic tanks or a central disposal system or plant.

7. No house trailer may be parked upon the said property, nor used as living quarters thereon.

8. No animals, live stock, poultry or insects may be raised, bred or kept on said property, EXCEPT that house pets may be kept, provided that they are not kept or maintained for commercial purposes.

9. No sign of any kind shall be displayed to the public view on any lot, EXCEPT one sign of not over four (4) square feet advertising the property for sale, or signs used by a builder to advertise the property during the course of construction only.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All containers or other equipment used for the storage or disposal of rubbish, trash, garbage or other waste shall be kept and maintained in a clean and sanitary condition.

12. All lots shall be kept free and clear of all brush, weeds, lobster traps, snags, and other objectional growths and shall be kept clean and free of all rubbish and other

objectional circumstances which may create a fire hazard, cause the breeding of insects, or create an unsanitary or unsightly condition, and failure to correct any such condition within fifteen (15) days after written notice to do so from any owner of land subject to these restrictions shall constitute a breach of this restriction.

The above conditions, limitations and restrictions shall be considered as covenants running with the land and may be enforced at any time during the life thereof by any person owning land, or an interest therein, in ~~SEMINOLE BEACH~~ BEACH ESTATES, a subdivision aforesaid, and in the event of successful enforcement thereof in legal proceedings as against the owner or owners herein, his, her or their heirs, legal representatives or assigns, such owner or owners agree for and on behalf of his, her or their heirs, legal representatives or assigns, to pay all court costs of such proceedings, including a reasonable attorney's fee for the person or persons so enforcing such conditions, limitations and restrictions.

Nothing herein contained shall operate to confer any right of re-entry or reverter in the event of the breach of such conditions, limitations or restrictions.

The conditions, limitations and restrictions as above set forth shall be binding upon the land subjected thereto until the 30th day of December, A. D. 1979, on which last mentioned date the same shall be automatically extended for an additional period of ten (10) years unless by written agreement of the ownership of a majority of the land subjected thereto at

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said time, it is agreed to change such conditions, limitations and restrictions in whole or in part. And thereafter the same shall be subject to automatic extension for successive periods of ten (10) years, subject to the same provisions as to termination.

IN WITNESS WHEREOF, the above named corporation has caused these presents to be signed in its corporate name by its President, and its corporate seal to be affixed, attested by its President, this 13 day of December, A. D. 1959.

ARMED INVESTMENTS, INC.

By Richard B. Jaffe
President.

Attest: (Corporate Seal)

Earl R. Adams
President.

RECORDED IN OFFICIAL RECORD BOOK
OF MONROE COUNTY, FLORIDA

STATE OF FLORIDA,

COUNTY OF MONROE.

ss.

EARL R. ADAMS

CLERK OF CIRCUIT COURT
RECORD VERIFIED

I HEREBY CERTIFY, That on this 13 day of December, A. D. 1959, before me personally appeared RICHARD B. JAFFE, President of ARMED INVESTMENTS, INC., a Florida corporation, to me well known and known to me to be the person who signed the foregoing instrument as such officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Bay West, State and County aforesaid, the day and year last aforesaid.



Earl R. Adams
CLERK OF CIRCUIT COURT
OF MONROE COUNTY, FLORIDA