

Original Deed Restrictions Unit 2

Written by Administrator
Saturday, 25 September 2010 01:21 -

DECLARATION OF RESTRICTIONS UNIT 2. ENGLEWOOD ISLES SUBDIVISION

WHEREAS, Kroh Brothers Florida Properties Incorporated, A Florida Corporation, is the owner of the following described real estate located in Sarasota County, Florida, to-wit:

Lots 20 to 47, Block A, Lots 6 to 20, Block C, Lots 3 to 16, Block D, Lots 4 to 16, Block E, Lots 1 to 16, Block F, Lots 1 to 19, Block G, Lots 1 to 18, Block H, Lots 1 to 9, Block J, Unit No. 2, Englewood Isles Subdivision, as recorded in Plat Book 21, Page 28, of the Public Records of Sarasota County, Florida.

NOW, THEREFORE, Kroh Brothers Florida Properties Incorporated, a Florida corporation, hereinafter referred to as the "GRANTOR" makes the following Declaration of Restriction in respect to the above described real property, subject to the exceptions and reservations provided for herein, which Declaration shall be binding upon said Grantor, its successors and assigns, and all persons derailing title through the Grantor.

1. Ownership; No lot or any part thereof shall be conveyed or leased to anyone other than a member in good standing of the ENGLEWOOD ISLES IMPROVEMENT ASSOCIATION, INC. It is a condition of the estate conveyed that the grantee or lessee of the Property conveyed or leased shall become a member of said Association.

2. Land Use and Building Type; No lot shall be used except for residential purposes; provided, however, that the Grantor does hereby expressly reserve the right to authorize and grant in writing unto certain professional persons in certain designated areas the right to maintain an office in their residence.

3. Architectural Control; No building shall be erected, placed or altered on any lot until the construction plans and specifications in respect to the exterior design and a plan showing the

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location of the structure have been approved by Grantor in writing as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation.

4. Building Location; No building shall be located on any lot within twenty-five (25) feet of the front lot line, within ten (10) feet of any side lot line, or within twenty-five (25) feet of any back lot line; provided, however, that in the event of single ownership of more than one adjoining lot, said restrictions shall apply to said parcel as a whole in the same manner as if the same were one lot, and provided further, that the Grantor hereby reserves the right to grant a variance or a modification of said set-back requirements by the execution and delivery of an appropriate instrument in writing Betting forth said variance or modification.

5. Size of Lot; No dwelling may be erected on the land herein described except upon a plot of ground with a street frontage of not less than 75 feet except lots 25, 26, 27, 32, 33 Block A, Lots 8, 9, 13, 14, 15, BLock F, Lots 12, 14, 16, 17, 18, Block G, which will have frontage as set out in said plat,

6. Dwelling Quality and Size: All buildings must comply with the following construction requirements unless an exception of variance in respect thereto is granted in writing by the Grantor:

(a) Each principal dwelling must have a ground floor area not less than one thousand (1,000) square feet by inside measure, exclusive of porches, garages or breezeways. Each dwelling must contain an enclosed garage for at least one car.

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(b) Wall Materials: No asbestos shingles or asbestos siding or any asphaltic covering shall be used on any exterior walls. In the event cement block is used, the same must be stuccoed, concrete sprayed, or veneered with wood, brick or stone.

(c) Roof Material: Glazed tile, cement tile, slate or Bermuda type cement shall be used for all roofs.

(d) No building shall be permitted to stand with its exterior in an unfinished condition for longer than three (3) months after commencement of construction. In the event of damage by fire, windstorm or other casualty, said building shall be repaired and restored to its former condition within three (3) months from date of the damage.

7. Fences: No fence, wall, hedge or row of trees in excess of three feet in height shall be erected, planted or permitted to stand unless said height, type and approximate location have been approved in writing by the Grantor. Hedges shall be kept trimmed at all times to conform with this restriction.

8. Docks and Boat Houses; No dock or boat house shall be constructed extending into or over the waters of Forked Creek, Winds or Canal, and/or other waterways, which may hereinafter be constructed, provided, however, that a boat landing platform without covering parallel to the shore and lower than the general lot level shall be permitted to extend not more than five (5) feet beyond the lot line, nor closer than ten (10) feet of an adjoining property. No piling or other mooring shall be placed beyond the dock line. No boats shall be anchored off shore in the creek or other waterways, and when not in use shall be moved as closely adjacent to the bank as safety allows to the end that navigation of the waterway will not be impeded.

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It is to be distinctly understood that the use of the waterways or basin for navigation or anchorage is to be at the risk of the owner of the vessel and the Grantor shall not be liable for damages or injury resulting from submerged objects, collision or otherwise.

9. Temporary Structures: No structures of a temporary character (trailer, tent, shack, garage, barn or other out building) shall be used on any lot at any time as the residence, temporarily or permanently, provided that this paragraph shall not prohibit construction and occupancy of servants' quarters or a guest house as authorized herein.

10. Condition of Premises: The Premises shall be kept in a good, clean, neat and well ordered condition at all times and no rubbish, trash, or other waste shall be permitted to be stored thereon.

11- Nuisance; No noxious or offensive activity shall be created on any lot, nor shall anything be done thereon which shall be or may become an annoyance or nuisance to the neighborhood.

12. Animals; No husbandry of either animals or fowls shall be conducted or maintained upon the property of the subdivision; provided, however, that household pets shall be excluded from this restriction, except that there be no more than three (3) dogs or three (3) cats on any separate property.

12 . Signs: No sign of any kind shall be displayed except one giving the name and address of the occupants, or one (1) "FOR SALE" or "FOR RENT"

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sign not larger than four hundred (400) square inches in area.

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12. Clothes Lines; No clothes lines, hangers or drying facilities shall be permitted outside of any dwelling.

13. Antenna; No exterior antenna or aerial shall be erected.

14. Easements: Easements and rights-of-way are hereby expressly reserved by the Grantor for the creation, construction and maintenance of utilities, such as water, electric power, telephone, cable TV, sewers, storm drains, and land drains, necessary and/or expedient for public health and welfare. Easements and

right-of-ways shall be confined to the rear five (5) feet of every lot, and along the five (5) feet of all inside lot lines of the subdivision.

However, if more than one (1) lot shall be used as a common building site such five (5) feet easements shall not apply to the interior or common lot line or lines between such lots and such lot shall be regarded as a single lot for the purposes of easement rights.

17. Each of the restrictions above set forth shall continue and be binding upon Interstate Development Company, and upon its successors and assigns for a period of fifteen (15) years from January 1, 1971, and shall be automatically continued thereafter for successive periods of five (5) years each; provided, however, that the owners of the fee simple title of the majority of the front feet of lots herein described may release all of the land hereby restricted from any one or more of said restrictions at the end of this first fifteen (15) year period, or any successive five (5) year periods thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing for such purposes, and filing the same for record at least one (1) year prior to the expiration of this first fifteen (15) year period, and any five (5) year period thereafter.

18. The restrictions provided for herein shall be binding upon any person or corporation only in respect to the breaches committed during the time that said person or corporation held title to the land. The failure of the Grantor or any owner of

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any lot to enforce any restriction contained herein at the time of the violation shall not be deemed to be a waiver of a right to do so thereafter. The Grantor may assign to any person or corporation all of the rights and reservations reserved by the Grantor

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its Vice-President, and its corporate seal to be affixed.

Attested by its Secretary this

day of
September, 1971

INTERSTATE DEVELOPMENT COMPANY BYt John A. Kroh, Jr., V.P