

RESTRICTIONS**for****CAPE HAZE****PLACIDA, FLORIDA****William H. Vanderbilt****Alfred G. Vanderbilt****Cape Haze Corporation Effective June 1, 1953**

The terms hereinafter used in this instrument shall be defined as follows: Grantor-Cape Haze Corporation.

Lot-The parcels of land into which the property was divided, as shown by the plat of the subdivision.

Structure-Any construction not otherwise specifically described and including parts and additions to buildings, cisterns, walls, fences and other enclosures, as well as walks and driveways.

CHPOA has the right to enforce those restrictions marked with the word "CHPOA" in the margin.

CHPOA 1. This property shall be occupied and used for residential purposes only, and no building, whatsoever, shall be erected or maintained on said premises, except one to be used as a single-family, private-dwelling house, together with such garage, servants' quarters and out-buildings as may be required for the private use of the owners or occupants of said premises; and not more than one such dwelling house with appurtenant buildings shall be erected or maintained on any one lot, as defined on said plat, but this restriction shall not prohibit the erection of a dwelling house on more than one lot or contiguous parts of two or more lots, provided that such parcel shall have no less frontage or depth from one of the lots a part of which is a component of such parcel.

Such dwelling house shall be occupied for residential purposes only, provided that the Grantor reserves the right to grant in writing unto certain professional persons the right to occupy certain designated areas in their residence as an office. The Grantor herein is to be the sole judge of those persons who may so occupy a portion of their residence, including, but not limited, to the character and number of such persons and the type of their profession.

2. No structure or building of any sort shall be constructed on any lot until plans and specifications have been approved by the Grantor. Refusal or approval of the plans and specifications by the Grantor may be based on any grounds, including purely aesthetic grounds.

3. No building shall be constructed on any lot within fifty (50) feet of the front or back lot line, or within fifteen (15) feet of an adjoining lot or beyond any building line shown on the plat. In case of single ownership of more than one lot, this restriction shall apply to the parcel owned as a whole.

CHPOA 4. No dock or boat house shall be constructed extending into or over the waters of the coves, bays, canals, or basins; provided, however, that a boat landing platform, without covering, paralleled to the shore and lower than the general lot level shall be permitted to extend not more than ten (10) feet beyond the lot line. Plans for any such landing must be approved by Grantor prior to construction. No

piling or other mooring can be placed more than ten (10) feet beyond said lot line in the canal, nor more than forty (40) feet beyond said line on other waterfront lots, nor can said piling be placed within fifteen (15) feet of the side lot line projected.

- CHPOA** 5. No boats shall be anchored offshore in the canal and when not in use shall be moved as closely adjacent to the bank as safety allows, to the end that navigation of the waterways will not be impeded. The canal shall be used and navigated by no one who is not an owner, leesee or occupant of a lot fronting on said canal, or a guest or member of the family of such owner, leesee or occupant or other persons authorized by Grantor. It is distinctly understood that the use of the canal 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.
- CHPOA** 6. No filling or dredging shall be done beyond any lot line without the express written approval of the Grantor, nor shall any cutting of boat slips or other similar excavating within the lot line be done without said approval. No bulkhead or seawall shall be built until plans have been approved by Grantor.
- CHPOA** 7. No wall, fence, or hedge over four(4) feet in height shall be erected or planted on any waterfront lot between the waterfront and the waterfront building set-back line. No wall, fence, or hedge over six (6) feet in height shall be erected or planted on any lot until after the height, type and approximate location thereof have been approved in writing by the Grantor. Hedges shall be kept trimmed at all times to conform with this restriction.
- CHPOA** 8. No discharge or drains from a septic tank or other sewage disposal unit may be located within twenty-five (25) feet of an adjoining lot or within fifty (50) feet of any waterfront line.
9. Grantor shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, water mains, electric and telephone lines and other utilities, and to give or grant a five foot right-of-way or easement therefore bordering any lot line. Said reservation shall be in addition to the easement to be granted to Florida Power & Light Company, and its successors, as shown on the plat.
- CHPOA** 10. No animals other than commonly accepted domestic pets shall be kept on any lot. No signs of any kind shall be displayed, except one giving the name of the occupant or a "For Sale" or "For Rent" sign, if the form and size of such sign be first approved by the Grantor.
- CHPOA** 11. Nothing shall be done and no condition shall be allowed to continue which may be or become a nuisance. All vacant lots shall be kept free of accumulations of brush, trash, or other material, which may constitute a fire hazard or a breeding place for rats or snakes, and after thirty days' notice to the owner, the Grantor reserves the right of entry on vacant lots for the purpose of clearing away any such accumulation, assessing the cost thereof against the owner.
12. Should the owner of any parcel of real estate release from the Cape Haze Option receive a bona fide offer in writing to purchase said property and be desirous of accepting said offer, he shall first submit the offer, including the terms thereof and the name and address of the offeror, to Grantor who shall be then given not less than fifteen (15) days to agree to purchase the property itself on said terms. Should Grantor choose not to exercise said right of first refusal, the owner of the parcel or parcels shall be free to sell the property to said offeror, and no other, at the price offered or a higher price. This restriction shall apply to all transfers of property within the period of these restrictions and any subsequent purchaser beyond the immediate grantee of Grantor by his acceptance of the deed thereto bind himself to this restriction. Grantor shall not be deemed to have waived its rights hereunder as to subsequent sales of

any parcel or parcels by virtue of its failure to exercise its rights of first refusal on any previous sale of said property.

13. All portions on the plat of this subdivision which are marked "Reserved" shall remain the private property of the Grantor and not subject to these restrictions.

14. The Grantor reserves the right to release and hold or in part any restriction or reservation hereunder. The Grantor further reserves the right to include in any contract or deed hereafter made any additional restrictive covenants not inconsistent with these herein contained.

15. Wherever in these restrictions reference is made to approval of plans by the Grantor, said approval shall be granted or denied by a committee designed by the Grantor, which committee shall include among its members at least one qualified architect who shall be a member of the American Institute of Architects.

16. Any and all rights and reservations of the Grantor hereunder, including but not limited to the affirmative rights, may be transferred or assigned by the Grantor to a property owners association or other similar corporate or non-corporate organization whose purpose it is to provide for the welfare of the residence of this subdivision.

17. The restrictions above set forth shall be inoperative after fifty (50) years from the date hereof.

Effective June 3, 1955

18. All restrictions of record in Plat Book 2, page 93-A applicable to Cape Haze Subdivision set forth in paragraphs numbered 1 to 17 inclusive shall likewise affect and be applicable to Cape Haze East, except Restriction No. 3. Grantor shall have the right to specify the location of dwellings within lot lines in this subdivision.

CHPOA 19. No water well shall be dug or drilled on any lot in either of said subdivisions at any time for any purpose.

CHPOA 20. Grantor shall have and does reserve a right to locate, erect, construct and maintain a seawall adjacent to any waterfront lot; the cost of same to be borne by the purchaser thereof.

21. No structure or building of any sort shall be constructed on any lot in Cape Haze Subdivision until plans and specifications for same, prepared and signed by an architect duly licensed to engage in his profession in the State of Florida or in some other State of the United States, shall have been submitted and approved in accordance with Restriction No. 2.

Effective Nov. 1, 1956

22. Landscaping plans shall also be submitted for approval

Subject also to the following additional restrictive covenants recorded in Official Record Book 287, at Page 543, of the Public Records of Charlotte County, Florida, and effective with respect to all sales made after April 1, 1968.

1. That no residence hereafter constructed in Cape Haze Subdivision shall be permitted to have a flat roof; and the floor area in residences in said subdivision situated West of State Road 775 shall be no less

than 2,000 square feet, exclusive of carports and open porches; and, East of State Road 775 residences shall have not less than 1,500 square feet of floor space, likewise exclusive of carports and open porches. When porches are enclosed on not less than two sides and are roofed over, 50% of the floor area shall be included in computing floor area of the residence; and when swimming pool areas are enclosed on not less than two sides and are roofed over, 50% of the floor area shall be included in computing floor area of residence. If an enclosed garage is attached to the residence, the floor area thereof shall be included in computing floor area of the residence.

CHPOA 2. That all carports shall have erected along the exterior side thereof a wall or other screening device.

CHPOA 3. No tents, house trailers, campers or boat trailers may be occupied or parked or placed on the premises of Cape Haze Subdivision at any time, except in such areas as may be designated by Cape Haze Corporation for such purpose.

CHPOA 4. That clothes lines and similar structures shall be properly screened within drying yards or provisions made therefor shall have the written approval of Cape Haze Corporation prior to construction.

5. That the ground floor level of all residences hereafter erected in Cape Haze Subdivision shall be elevated not less than sixteen inches above the crown of the abutting road or street. Finished grade elevation lines must be shown on all building plans.

6. Paragraph 15 of the Restrictive Covenants as the same appear in Plat Book 2 at Pages 93, 93A & 93B of the Public Records of Charlotte County, Florida, is amended to read as follows:

"15. Whenever in these restrictions reference is made to approval of plans by Cape Haze Corporation (Grantor), said approval shall be granted or denied by a committee designated by the Grantor."

CHPOA 7. No "For Sale" or "For Rent" signs shall be permitted to be displayed upon any residence or building plot.

These Amendments to Restrictive Covenants are supplementary to restrictions of record in Plat Book 2 at Pages 93, 93A & 93B of the Public Records of Charlotte County, Florida, and in official record book 3 at Page 109 of the Public Records of Charlotte County, Florida, and the same shall terminate concurrently with the termination of said