

DECLARATION OF RESTRICTIONS

FILED FOR RECORD
1967 MAR 14 AM 11:14
EARL W. AUSTIN, CLERK
MONROE COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we **WILLIAM PLASS** and **FLORENCE FREHM**, owners in fee simple of the following described land, situate, lying, and being in the County of Monroe, State of Florida, to-wit:

All of **TROPICAL BAY** Third Addition, a subdivision of Part of Government Lot 6, Section 14, Township 66 South, Range 29 East, Big Pine Key, Monroe County, Florida, recorded in Plat Book **5** at Page **81**, of Monroe County Official Records;

HEREBY make the following declarations as to limitations, restrictions, and uses to which the said land above described may be put, and imposing said restrictions upon each and every lot, part, or parcel of said land, 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 the land or lands as above described, and being for the purpose of keeping the said lands desirable, uniform, and suitable for the purposes as herein specified, that is to say:

1. All of said lots shall be used and developed exclusively for single-family residential purposes. Attached garages, carports, and porches may be erected on any of said lots at the time of or after the erection of a single-family residence provided that no such accessory structure shall be occupied prior to completion of said residence. No trailer or other mobile or temporary structure shall at any time be placed on or used for residential purposes on any of the lots above described. No detached garages or carports will be permitted upon any of said lots. The exterior of any building constructed upon any of said lots shall be completed, and said lot graded within one (1) year subsequent to the commencement of construction.

2. All buildings erected on the lots above described shall be of one-story concrete block and stucco (C.B.S.) constructions of new materials and shall not be more than fifteen (15) feet in height from the top of the foundation of said building

to the peak of the roof. No flat roofs will be permitted on any of the residential buildings erected on any lot in this subdivision; however, attached garages, carports, and porches may have a flat roof. No building in this subdivision may be erected on piers or posts, but shall be built on a solid concrete or concrete block perimeter foundation.

3. The minimum ground floor area of the buildings erected on said lots shall be a minimum of one thousand (1,000) square feet, of which seven hundred fifty (750) square feet shall be livable floor area, exclusive of attached garages, porches, and carports.

4. The ground floor elevation of all buildings erected on said lots, except boat houses, shall be at least four (4) feet, but not more than five (5) feet above mean high tide; and finished grade of said lot shall not be more than three (3) inches below the top of foundation for a minimum distance of ten (10) feet extending in all directions from such building.

5. No buildings on any of said lots shall be erected nearer than twenty-five (25) feet nor more than thirty (30) feet from the front lot line (street line) nor within seven and five-tenths (7.5) feet of any side lot line. No wharf, pier, or other type of construction shall extend into any canal. Slips may be constructed within property lines. No boats may be docked in any canal in this subdivision, or moored therein, in such manner as to interfere with navigation in any canal.

6. Sewerage shall be disposed of by either septic tank or tanks or central sewerage disposal plant. Either system shall be located, designed, and constructed in accordance with the requirements, standards, and recommendations of the Florida State Board of Health, and the necessary approval shall be obtained from the Florida State Board of Health, or its representative, for any such septic tank or central sewerage disposal plant so constructed. No cesspools shall be permitted on any of said lots.

7. All of said lots shall be kept clear of debris, brush, and weeds, and so

lobster traps, nets, or other unsightly articles may be stored on any of said lots.

8. No animals, livestock, poultry, or insects may be raised, bred, or kept on any of said lots, except that ordinary household pets may be kept, provided that the keeping thereof shall not be for commercial purposes.


9. As previously stated, these restrictions are to run with the land and shall be binding upon the present owners for said lots and all persons claiming by, through or under them for a period of thirty (30) years from the date of the recordation of this document. At the expiration of said thirty-year period, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by persons then owning a numerical majority of said lots, agreeing to change said covenants or restrictions in whole or in part, shall have been recorded in the public records of Monroe County, Florida.

10. Although the above restrictions shall be deemed covenants running with the land, breach thereof by the owners or occupants of any of said lots shall not under any circumstances be deemed to create a right of reentry for condition broken on the part of LILLIAN PLASS and FLORENCE BREHM, their heirs, legal representatives or assigns, nor shall breach thereof be construed in any way as a forfeiture by any lot owner or owners of his, her, or their ownership of said land. Enforcement of these restrictions shall be by a suit in equity, which it is hereby agreed may be maintained by any owner or owners of land in said subdivision for an injunction to prevent the breach of said restrictions, or for a mandatory injunction to secure the abatement of any condition which is deemed to be a breach of these restrictions. In the event said suit shall result in a judgment against the lot owner or owners aforesaid, asserted to be violating said restrictions, such record owner or owners shall be required to pay to the party or parties plaintiff a reasonable attorney's fee

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for the attorney for the plaintiff or plaintiffs in such injunction proceeding,
together with any and all other costs reasonably incurred by such plaintiff
owner or owners in such suit.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals this 1st day of February, A.D., 1967.




Lillian Plass (SEAL)



Florence Brahm (SEAL)

Executed in the Presence of:

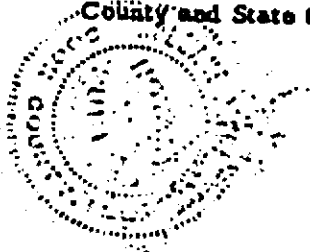




STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I HEREBY CERTIFY, that on this day personally appeared before me as officer duly authorized to administer oaths and take acknowledgments, LILLIAN PLASS and FLORENCE BREHM, to me well known and known to me to be the individuals described in and who executed the foregoing Declaration of Restrictions, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Arlington Heights, said County and State this 1st day of February, A.D., 1967.



[Handwritten Signature]
Notary Public

My Commission Expires:

August 22, 1968

1-16-59

Recorded in Official Record Book
Morton County, Illinois
EARL K. ALLEN
CLERK OF CIRCUIT COURT
RECORD KENNEDY