

RESTRICTIONS
for
CAPE HAZE
PLACIDA, FLORIDA

William H. Vanderbilt
Alfred G. Vanderbilt

Effective June 1, 1953

The terms hereinafter used in this instrument shall be defined as follows:

Grantor - The Cape Haze Corporation.

CHPOA - Cape Haze Property Owners Association.

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 including but not limited to: parts and additions to buildings, unattached buildings, cisterns, walls, fences and other enclosures, walks, driveways, aerials, satellite dishes, docks, davits, boat lifts and sea walls.

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 on 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.

2. No building or structure as defined above shall be constructed on any lot until plans and specifications have been reviewed by and written approval given by the CHPOA Architectural Review Committee, then by the Grantor who reserves the right of final approval or refusal based on any grounds including those purely aesthetic.

3. No building shall be constructed on any lot within fifty (50) feet of the front and back lot line nor within fifteen (15) feet of any 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.

4. No dock, boat landing or piling shall be constructed which will extend into or over the waters of the coves, bays, canals or basins; provided however that on canal lots, a boat landing platform, without a covering, parallel to the shore and lower than the general lot level shall be permitted to extend not more than ten (10) feet beyond the rear lot line or the outer edge of a sea wall whichever is closer to the shore. No piling or other mooring can be placed more than ten (10) feet beyond said lot line or sea wall in the canals. Lots located on the bays or the IC Waterway are permitted to have a boat landing platform extending thirty (30) feet into the waters from the rear lot line or the outer edge of the sea wall whichever is closer to the shore. Pilings may extend forty

(40) feet beyond such property lines provided that neither the boat landing platform nor the pilings interfere with navigation. In no case shall boat platforms or pilings be located within fifteen (15) feet of the side lot lines extended. All such structures shall comply with Federal, State and County regulations.

5. No boat shall be anchored off shore or in canals, and when not in use shall be tethered as close to shore as safety allows so as not to impede navigation. No boat or other vessel shall be used as a residence and shall comply with prevailing ordinances for liveaboard vessels. Docking space shall not be rented or leased.

6. No filling or dredging shall be done beyond any lot line without the written approval of CHPOA, nor shall any cutting of boat slips or other similar excavating within the lot line be done without said approval. Such activities shall comply with all relevant ordinances and regulations.

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 setback line. No wall, fence or hedge over six (6) feet in height shall be erected or planted on any lot. Hedges shall be kept trimmed to conform to this restriction.

8. 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 storm sewers, water mains, electric and telephone lines and other utilities, and to give or grant a five foot right-of-way or easement therefor 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.

9. No animals other than commonly accepted domestic pets shall be kept on any lot. Such pets shall be kept on a leash whenever outside the owners' property.

10. Nothing shall be done and no condition shall be allowed to continue which may become a nuisance. All vacant lots shall be kept free from accumulations of brush, trash or other material which may constitute a fire hazard or a breeding ground for rats or snakes. Thirty (30) days after notice to the owner, if the condition is not corrected, CHPOA reserves the right of entry on vacant lots for the purpose of clearing away such accumulations and assessing the cost therefor against the owner. Grass and weeds exceeding eighteen (18) inches in height on vacant lots will be considered a nuisance. Residential lots shall be landscaped and maintained in a neat and orderly manner in accordance with the standards of the community.

11. Should the owner of any parcel of real estate released 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 offerer, to Grantor who shall then be 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 offerer, 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 shall 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 right of first refusal on any previous sale of said property.

12. 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.

13. The Grantor reserves the right to release in whole 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.

14. 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 is to provide for the welfare of the residents of this subdivision.

15. 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.

16. Water wells for the purpose of lawn and garden irrigation or for closed loop residential cooling systems may be permitted by obtaining prior approval from C.H.P.O.A. provided that no offensive odor or stains result from their use. Should "gray water" be made available from Grantor, irrigation but not closed loop wells must be abandoned.

17. C.H.P.O.A. shall have and does reserve the right to locate, erect, construct and maintain a seawall adjacent to any water front lot, the cost of same to be borne by the purchaser thereof.

18. (1) No residence constructed in Cape Haze Subdivision after April 1, 1968, shall be permitted to have a flat roof. The floor areas in residences in said subdivision situated West of CR 775 shall have no less than two thousand (2000) square feet exclusive of carports and open porches. Residences on lots East of CR 775 in said subdivision shall have not less than fifteen hundred (1500) square feet of floor space exclusive of carports and open porches. When porches are enclosed on not less than two sides and are roofed over, 50% of that 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 that floor area shall be included in computing floor area of the residence. If an enclosed garage is attached to the residence, the floor area thereof shall be included in computing the floor area of the residence.

19. All carports shall have erected along the exterior side thereof a wall or other screening device.

20. No tents, house trailers, campers, recreational vehicles, motor homes, boats, boat trailers or other types of trailers shall be occupied, parked, or placed on the premises of lots within the Cape Haze Subdivision at any time unless garaged. Boats not on davits shall not be stored on lots except in an area adjacent to the shore. Permission to park the above referenced vehicles to accommodate visitors or for general maintenance may be granted by the CHPOA Restrictions Compliance Committee, specifying the number of days permitted.

21. Clothes lines and similar structures shall be properly screened within drying yards.

22. No "For Sale" or "For Rent" signs shall be permitted to be displayed upon any residence or building plot. "Open House" signs are permitted without real estate identification, and such signs shall not be posted more than one (1)

hour prior to the assigned open house time and must be removed immediately following the close of the open house. Garage sales, yard sales or any such similar sales are not permitted.

23. All electric utility services extended to residences in Cape Haze Subdivision from the Power Company Easements abutting said properties, shall be installed underground.

24. Enforcements. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, Single Family Residences or Units to enforce any lien created by these covenants. Failure by the Developer, the Associations or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 1: Compliance by Owners. Every Member shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association or Associations of which such Owner is a Member.

Section 2: Enforcement. Failure of a Member to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof and for recovery of reasonable attorney's fees, including appellate fees, and costs.

Section 3: Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the applicable Association, a fine or fines may be imposed upon a Member for failure of a Member, his family, guests, invitees or employees, to comply with any covenants, restrictions, rules or regulations, provided the following procedures are adhered to:

A. Notice. The respective Association shall notify the Member of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Member shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

B. Hearings. The non-compliance shall be presented to the applicable Board of Directors after which said Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the said Board of Directors shall be submitted to the Member not later than twenty-one (21) days after such Board of Directors' meeting.

C. Penalties. The applicable Board of Directors may impose special Assessments against the Lot, Single Family Residence or Unit owned by the Member as follows:

(1) First non-compliance or violation: a fine not in excess of fifty dollars (\$50.00).

(2) Second non-compliance or violation: a fine not in excess of one hundred dollars (\$100.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of two hundred fifty dollars (\$250.00) per day, each day of non-compliance being a violation.

D. Payment of Penalties. Fines shall be paid not later than five

(5) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth below.

F. Application of Penalties. All monies received from fines shall be allocated as directed by the applicable Board of Directors.

G. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which an Association may be otherwise legally entitled.

H. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien of the Association. If the Assessments are not paid on the date(s) when due, then such Assessments shall become delinquent and shall, together with the late charges, interest and costs of collection thereof as hereinafter provided, become a continuing lien on the Lot, Single Family Residence or Unit which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to such Owner's successors in title and recourse may be had against either or both of them.

(1) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the respective Association, a late charge not greater than twenty dollars (\$20.00) may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the respective Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien thereupon against the property on which the Assessments and late charge are unpaid and/or may foreclose the lien against the property on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing, filing and enforcing the claim of lien and the complaint in such action shall be added to the amount of such Assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee, including appellate fees, to be fixed by the court together with costs of the action.

(2) It shall be the legal duty and responsibility of the Associations (as hereinafter contemplated) to enforce payment of their respective Assessments hereunder. Failure of the Associations to send or to deliver bills shall not, however, relieve Owners from their obligations.

(3) All Assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the respective Association, its successors or assigns.

25. These restrictions shall become inoperative after June 1, 2003.