

DEED RESTRICTIONS FOR COLONIAL TERRACE

UNIT No 2

PER PLAT BOOK 7, PAGE 49 LAND RECORD BOOK 811, PAGES 353-356 PUBLIC RECORDS SARASOTA COUNTY, FLORIDA

1. THE COVENANTS AND RESTRICTIONS SAHLL APPLY TO THE FOLLOWING DESCRIBED PROPERTY, SITUATE IN SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COLONIAL TERRACE UNIT NO. 2,
AS PER PLAT THEREOF WHICH
APPEARS OF RECORD IN PLAT BOOK 7,
PAGE 49, OF THE PUBLIC RECORDS
OF SARASOTA COUNTY, FLORIDA.

2. BUILDING REQUIREMENTS: NO LOT OR PARCEL SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENCE LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE GARAGE OR CARPORT FOR NOT MORE THAN THREE CARS, WHICH GARAGE OR CARPORT SHALL BE ATTACHED AND MADE PART OF THE DWELLING HOUSE.

THE GRADE LEVEL ESTABLISHED BY THE DEVELOPER SHALL NOT BE MATERIALLY ALTERED NOR SHALL ANY FILLING BE DONE THAT WILL ADVERSELY AFFECT THE PROPER DRAINAGE OF ADJACENT PROPERTY.

3. SIZE OF BUILDING: THE BUILDINGS TO BE ERECTED OR MAINTAINED SHALL BE CONSTRUCTED OF NEW AND DURABLE MATERIALS.

ALL BUILDINGS ARE TO BE ARCHITECTURALLY COMPATABLE IN DESIGN WITH THOSE OF THE SURROUNDING DEVELOPMENT. IN LINE WITH THIS, PLANS FOR BUILDINGS WHICH ARE SUBSTANTIALLY THE SAME IN EXTERNAL APPEARANCE AS OTHERS WITHIN REASONABLE VISUAL RANGE OF THOSE WHICH HAVE ALREADY BEEN APPROVED FOR CONSTRUCTION, WILL BE DISAPPROVED BY THE DEVELOPER UNTIL SUCH DESIGN ALTERATIONS OF ROOF LINE, ELEVATION DESIGN AND USE OF MATERIALS ARE MADE SO AS TO GIVE THEM A VARIATION IN APPEARANCE WHICH IS SUITABLE TO THE DEVELOPER.

THE MAIN RESIDENCE BUILDING TO BE ERECTED ON ANY LOT SHALL HAVE AN ENCLOSED LIVING AREA OF NOT LESS THAN 1,100 SQUARE FEET, WITH NO CREDIT GIVEN FOR OTHER FLOORED AREAS UNDER ROOF. LIVING AREA SHALL EXCLUDE ALL SCREENED OR OPEN PORCHES, BREEZEWAYS, GARAGES OR CARPORTS, UTILITY OR LAUNDRY AREAS, WHETHER FINISHED OR UNFINISHED.

4. SET BACK LINES, ETC.: NO STRUCTURE OF ANY KIND, INCLUDING BUT NOT LIMITED TO DWELLINGS, GARAGES, SWIMMING POOLS AND SCREENED CAGES, SHALL BE ERECTED NEARER THAN 25 FEET TO ANY STREET RIGHT OF WAY LINE, NOR NEARER THAN 8 FEET FROM ANY SIDE LOT LINE, NOR NEARER THAN 15 FEET FROM THE REAR LOT LINE OF ANY LOT.

NO DWELLING SHALL BE ERECTED FURTHER THAN 40 FEET FROM THE FRONT LOT LINE. EAVES ON DWELLINGS MAY OVERHANG FRONT, SIDE AND REAR SET-BACK LINES TO THE EXTENT OF 3 FEET.

THE FRONT OF ALL DWELLINGS MUST FACE THE STREET EXCEPT THAT OWNERS OF CORNER LOTS AT THE INTERSECTION OF TWO OR MORE STREETS MAY ELECT TO BUILD A DWELLING FRONTING ON EITHER STREET, OR DIAGONALLY TO THE INTERSECTION.

5. GARAGES: NO GARAGE SHALL BE ERECTED ON ANY LOT PRIOR TO THE CONSTRUCTION OF A DWELLING. IF A GARAGE IS BUILT EITHER SIMULTANEOUSLY WITH OR SUBSEQUENT TO THE CONSTRUCTION OF THE DWELLING, THE SAME SHALL BE OF THE SAME KIND OF MATERIALS AS THE CONSTRUCTION OF THE DWELLING, SHALL BE SUBSTANTIAL, AND SHALL CONFORM ARCHITECTURALLY WITH THE DWELLING AND SHALL BE CONNECTED TO THE DWELLING.

6. BUILDING PLANS –APPROVAL: NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE DRAWINGS AND SPECIFICATIONS FOR ALL BUILDINGS, ALTERATIONS AND CHANGES AND PLAN SHOWING THE LOCATION OF THE STRUCTURE AND OTHER DEVELOPMENTS FOR THE PREMISES HEREIN DESCRIBED, SHALL BE SUBMITTED FOR THE APPROVAL OF DEVELOPERS, ITS SUCCESSORS OR ASSIGNS. ONE COPY OF THE DRAWING AND SPECIFICATINS OF EACH IMPROVEMENT OR ALTERATION SHALL BE FILED AS A PERMANENT RECORD WITH THE DEVELOPER, ITS SUCCESSORS OR ASSIGNS. AT THE TIME SUCH DRAWINGS AND SPECIFICATIONS ARE APPROVED BY THE DEVELOPER, A BUILDING PERMIT SHALL BE ISSUED BY THE DEVELOPER WITHOUT COST, AND WRITTEN EVIDENCE THAT SUCH A PERMIT WAS ISSUED MUST BE POSTED IN A CONSPICUOUS MANNER ON SUCH FORMS AS THE DEVELOPER, ITS SUCCESSORS OR ASSIGNS MAY PROVIDE ON THE PROPERTY WHEREIN THE BUILDING, ALTERATION, CHANGE OR OTHER DEVELOPMENT IS BEING MADE.

7. LAWNS AND LANDSCAPING: ALL LAWNS IN FRONT OF EACH RESIDENCE LOT SHALL EXTEND TO THE PAVEMENT LINE. NO GRAVEL OR BLACKTOP OR PAVED PARKING STRIPS ARE TO BE ALLOWED EXCEPT AS APPROVED ON THE PLOT PLAN APPROVED BY THE DEVELOPER.

8. WALLS AND HEDGES: WHEN SURROUNDING THE IMMEDIATE PERIMETER OF A TERRACE OR PATIO AREA AND WHEN ATTACHED TO, OR ADJOINING THE DWELLING HOUSE, A WALL, HEDGE, FENCE OR OTHER ENCLOSURE OF ANY KIND NOT TO EXCEED 6 FEET IN HEIGHT MAY BE CONSTRUCTED, GROWN OR MAINTAINED, WHICH IS LOCATED WITHIN THE FRONT, SIDE AND REAR BUILDING SET BACK LINES OF SUCH LOT. THIS RESTRICTION DOES NOT APPLY TO COMPLETELY ENCLOSED SCREENED AREAS ATTACHED TO THE DWELLING HOUSE.

NO WALL, HEDGE, FENCE OR OTHER ENCLOSURE OF ANY KIND SHALL BE CONSTRUCTED , GROWN OR MAINTAINED, WHICH IS LOCATED BETWEEN THE STREET AND FRONT SET-BACK LINE OF SUCH LOT.

NO WALL, HEDGE, FENCE, OR OTHER ENCLOSURE OF ANY KIND SHALL BE CONSTRUCTED, GROWN OR MAINTAINED WHICH IS OVER A HEIGHT OF 4 FEET, WHERE SUCH WALL, HEDGE, FENCE OR OTHER ENCLOSURE IS LOCATED ALONG THE SIDE LOT LINE BETWEEN THE FRONT SET-BACK LINE AND THE BACK LOT LINE OF SUCH LOT.

NO WALL, HEDGE, FENCE OR OTHER ENCLOSURE OF ANY KIND SHALL BE CONSTRUCTED, GROWN OR MAINTAINED WHICH IS OVER A HEIGHT OF 5 FEET WHERE SUCH WALL, HEDGE, FENCE OR OTHER ENCLOSURE IS LOCATED ALONG THE BACK LOT LINE OF SUCH LOT.

9. OTHER STRUCTURES: NO STRUCTURES OF A TEMPORARY CHARACTER, TRAILER, HOUSE TRAILER OR TENT, SHACK, GARAGE, BARN, BARRACKS TYPE STRUCTURE, OR OTHER OUTBUILDING SHALL BE ERECTED, MAINTAINED OR USED ON ANY LOT AT ANY TIME, EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT NECESSARY CONSTRUCTION SHEDS MAY BE TEMPORARILY MAINTAINED DURING CONSTRUCTION OF A DWELLING BUT SHALL BE PROMPTLY REMOVED UPON COMPLETION OF SUCH DWELLING AND NOT LATER THAN SIX MONTHS AFTER ORIGINAL COMMENCEMENT OF THE CONSTRUCTION OF SUCH DWELLING.

10. NO RE-SUBDIVISION: NO LOT OR GROUP OF LOTS HEREIN DESCRIBED SHALL BE RE-SUBDIVIDED, EXCEPT, HOWEVER, AN OWNER OF MORE THAN ONE ADJOINING LOT MAY SELL PART OF ONE LOT TO THE OWNER OF THE ADJOINING LOT, BUT BY SO DOING THE REMAINING PART OF THE LOT WILL THEN BECOME PART OF SAID OWNER'S NEXT ADJOINING LOT AND THE BALANCE WILL HAVE TO BE SOLD AS ONE TRACT.

11. SANITARY FACILITIES: NO OUTDOOR TOILETS SHALL BE ERECTED OR MAINTAINED ON ANY OF THE PREMISES HEREIN DESCRIBED NOR SHALL ANY SEPTIC TANKS BE CONSTRUCTED OR MAINTAINED ON ANY OF THE PREMISES HEREIN DESCRIBED.

12. WATER SYSTEM: ALL BUILDINGS WHICH ARE CONSTRUCTED ON ANY OF THE LOTS ON THE PREMISES HEREIN DESCRIBED SHALL BE CONNECTED TO THE CENTRAL WATER SYSTEM OPERATED BY A FRANCHISEE OF THE COUNTY OF SARASOTA OR WHICH IS OPERATED AS A PUBLIC COUNTY WATER SYSTEM, AND SHALL BE SUBJECT TO INSTALLATION FEE AS WELL AS FOR CHARGES FOR WATER CONSUMED

13. SEWERAGE SYSTEM: ALL BUILDINGS WHICH ARE CONSTRUCTED OR MAINTAINED ON ANY OF THE LOTS IN THE PREMISES DESCRIBED HEREIN SHALL BE CONNECTED TO THE SEWER SYSTEM OPERATED BY A FRANCHISEE OF THE COUNTY OF SARASOTA OR WHICH IS OPERATED AS A PUBLIC COUNTY WATER SYSTEM, AND SHALL BE SUBJECT TO CONNECTION CHARGES FOR MAKING CONNECTION TO SUCH SEWER SYSTEM, AND REGULAR CHARGES THEREAFTER FOR SEWER SERVICES.

ALL OWNERS OF LOTS WITHIN THE PREMISES HEREIN DESCRIBED EXPRESSLY GRANT TO THE OPERATOR OF SUCH SEWERAGE SYSTEM, ITS SUCCESSORS OR ASSIGNS, A LICENSE FOR ANY OF ITS AGENTS OR EMPLOYEES TO ENTER UPON ANY OF THE PREMISES HEREIN DESCRIBED FOR THE PURPOSE OF INSTALLATION OR INSPECTION OF SUCH SEWER LINES AND FOR SERVICING AND MAINTENANCE OF SUCH FACILITIES.

14. UNSIGHTLY OBJECTS: ALL GARBAGE OR TRASH CONTAINERS, OIL TANKS AND BOTTLED GAS TANKS ON ALL RESIDENCE LOTS MUST BE UNDERGROUND OR PLACED IN WALLED-IN AREAS SO THAT THEY SHALL NOT BE VISIBLE FROM THE ADJOINING PROPERTIES. NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON THE PREMISES HEREIN DESCRIBED. IN THE EVENT THAT THE OWNER OF ANY LOT OR LOTS SHALL FAIL OR REFUSE TO KEEP THE PREMISES FREE OF WEEDS, UNDERBRUSH OR REFUSE PILES, THEN THE DEVELOPER, ITS SUCCESSORS OR ASSIGNS, MAY ENTER UPON SAID LOT OR LOTS AND REMOVE SUCH REFUSE OR MOW OR CUT SUCH WEEDS OR UNDERBRUSH AND CHARGE THE OWNER FOR SUCH SERVICES AND SUCH ENTRY ON THE PART OF THE DEVELOPER, ITS SUCCESSORS OR ASSIGNS, SHALL NOT BE DEEMED A TRESPASS.

NO CLOTHES DRYING POLES OR LINES SHALL BE ERECTED OR USED ON THE PROPERTY IN SUCH A MANNER THAT SAID POLES, LINES OR CLOTHING THEREON SHALL BE VISIBLE FROM THE STREET, BAY OR ADJACENT LOTS. SUCH CLOTHESLINES MUST BE ENCLOSED IN A HEDGE OR OTHER PROTECTIVE ENCLOSURE. THE NATURE AND FORM OF SAID CLOTHESLINES AND PROTECTIVE ENCLOSURES SHALL BE SUBJECT TO APPROVAL BY DEVELOPER AS A PART OF THE PLANS FOR THE IMPROVEMENTS TO BE LOCATED ON THE PROPERTY.

15. UNLAWFUL USE OF PROPERTY : NO UNLAWFUL, IMPROPER OR IMMORAL USE SHALL BE MADE OF ANY OF THE PROMISES HEREIN DESCRIBED OR REFERRED TO, AND SAID PREMISES SHALL AT ALL TIMES BE KEPT MOWED AND CLEAR OF DEBRIS AND VEGETATION THAT MAY BE EITHER A HEALTH OR FIRE HAZARD TO THE NEIGHBORHOOD.

16. NUISANCES: NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE BRED, RAISED OR KEPT FOR COMMERCIAL PURPOSES ON ANY LOT. HOUSE PETS MAY BE KEPT ON ANY LOT, AS LONG AS THEY DO NOT BECOME A NUISANCE TO OTHER RESIDENTS OF THE NEIGHBORHOOD. PET OWNERS SHALL ASSUME FULL RESPONSIBILITY FOR ALL ACTIONS OF THEIR PETS. VICIOUS OR THREATENING BEHAVIOR OF FREE-RUNNING DOGS SHALL BE CONSIDERED A NUISANCE. EXPOSED EXCREMENT ON LOTS, LAWNS OR BOULEVARDS SHALL BE CONSIDERED A NUISANCE.

17. SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY RESIDENTIAL LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE SPECIFIC PROPERTY FOR SALE OR RENT, EXCEPT ON THOSE LOTS APPROVED BY THE COUNTY AUTHORITIES FOR MODEL HOMES, THE USE OF FLAGS, OR OTHER SIMILAR OR DISSIMILAR ADVERTISING MEDIA (EXCEPT THE SIGN AFORESAID) IS STRICTLY PROHIBITED.

18. EASEMENTS: EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT AND OVER THE REAR AND SIDE LOT LINES, 5 FEET OF EACH LOT. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

RIGHTS TO DRILL AND MAINTAIN WATER SUPPLY WELLS IN THE AFORESAID EASEMENTS AND RIGHT TO EXTRACT UNLIMITED QUANTITIES OF WATER THEREFROM FOR WATER SUPPLY PURPOSES, ARE HEREBY RESERVED. THESE RIGHTS MAY BE EXERCISED BY AND SHALL ACCRUE TO A LEGALLY DESIGNATED PUBLIC AUTHORITY OR FRANCHISED UTILITY COMPANY.

WHERE MORE THAN ONE LOT IS USED AS A SINGLE BUILDING SITE, ONLY THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS, EXCEPT FOR MAINTENANCE EASEMENTS WHICH SHALL RUN WITH THE LAND.

ALL EASEMENTS NOTED ON THE SUBJECT PLAT ARE HEREBY RESERVED FOR UNDERGROUND AND OVERHEAD UTILITIES IN ADDITION TO THE PURPOSES SPECIFICALLY MENTIONED THEREIN.

19. NO PROFESSIONAL OR BUSINESS USES: THE PROHIBITION STATED IN PARAGRAPH 2 HEREINABOVE SHALL BE DEEMED TO INCLUDE PROHIBITION OF USE FOR REAL ESTATE BROKERAGE BUSINESSES, INSURANCE OFFICES, PROFESSIONAL OFFICES, OR OTHER TYPES OF BUSINESS.

20. REMEDIES FOR VIOLATION: IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID DEVELOPMENT OR SUBDIVISION OR THE DEVELOPER, TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING AND/OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

21. COVENANTS AND RESTRICTIONS - WHO IS BOUND: ALL THE COVENANTS AND RESTRICTIONS HEREIN SHALL RUN WITH THE LAND AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO, AND THAT THE WORD "OWNER" WHEN USED IN THE DEED SHALL INCLUDE THE SINGULAR AND PLURAL, AND THE MASCULINE , FEMININE, AND NEUTER GENDERS WHENEVER AND WHEREVER THE CONTEXT SO ADMITS AND REQUIRES.

22. VARIANCES AND EXCEPTIONS: DEVELOPER SHALL AT ANY TIME AND WITHOUT NOTICE HAVE THE RIGHT AND AUTHORITY TO APPROVE EXCEPTIONS OR VARIATIONS FROM THESE RESTRICTIONS WITHOUT LIABILITY TO THE OWNERS OF OTHER LOTS OR ANY PERSONS OR AUTHORITY WHATSOEVER.

23. INVALIDATION: INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

24. TERM OF RESTRICTIONS: THESE RESTRICTIONS SHALL REMAIN IN EFFECT AND FORCE FOR A PERIOD OF NOT LESS THAN 30 YEARS FROM THE DATE OF THE PLATTING OF UNIT NO 2, BUT MAY BE CHANGED OR MODIFIED AT ANY TIME TO EFFECT THE PROPERTY IN ANY BLOCK BY AN INSTRUMENT IN WRITING, SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 80% OF THE PROPERTY FRONTAGE WITHIN THE SAME BLOCK, PROVIDED THE OWNERS OF AT LEAST 25% OF THE PROPERTY FRONTAGE IN ALL OTHER BLOCKS IN THE AFFECTED UNIT CONSENT THERETO IN WRITING. THE OWNERS OF THE LOTS IN EACH UNIT HEREBY APPOINT THE DEVELOPER AS THEIR AGENT, UNTIL BUILDINGS ARE CONSTRUCTED ON EACH AND EVERY LOT IN A UNIT, FOR THE PURPOSE OF MAKING MINOR CHANGES IN THESE RESTRICTIONS.

THE ACCURACY OF THIS DOCUMENT IS DEEMED RELIABLE BUT IS NOT GUARANTEED.