

GENERAL DEVELOPMENT CORPORATION *
A Delaware Corporation *
TO WHOM IT MAY CONCERN *

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DECLARATION OF RESTRICTIONS

WHEREAS, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, is the owner of the following described property, situate, lying and being in Charlotte County, Florida, to wit: PORT CHARLOTTE SUBDIVISION SECTION NINETY-FOUR a subdivision in Charlotte County, Florida, according to the plat thereof recorded in Plat Book 9, at Pages JA thru JY of the Public Records of Charlotte County, Florida; and,

WHEREAS, the property above described is not subject to restrictions and limitations of record; and

WHEREAS, it is now desired by GENERAL DEVELOPMENT CORPORATION, to place restrictions and limitations of record as to the use of each and every of the lots located in said subdivision.

NOW, THEREFORE, GENERAL DEVELOPMENT CORPORATION does hereby declare that each and every of the said lots are hereby restricted as follows:

- 1. All lots in all blocks shall be known and described as single family residence lots, and no structure shall be constructed or erected on any single family residence lot other than one single family dwelling not to exceed two (2) stories in height.

No single residence lot listed in this paragraph shall be resubdivided into building lots having less than ten thousand (10,000) square feet.

Nor shall any structure be erected on said lots having an area of less than 1200 square feet for a one-story building; nor less than 1440 square feet (living area) for more than a one-story building.

2. Building Set Back Requirements:

- (a) On all lots in all blocks, no structure and/or enclosed swimming pool shall be erected on any of said lots nearer than twenty-five (25) feet to the front line, which is the line abutting the street; nor nearer than twenty-five (25) feet to the rear lot line; nor nearer than seven one-half (7 1/2) feet to side lot lines.

Unenclosed swimming pools may be erected to within fifteen (15) feet of the rear lot line.

- (b) On corner lots, no structure shall be permitted nearer than twenty-five (25) feet to the front line of said corner lot, nor nearer than twenty-five (25) feet to the rear lot line nor nearer

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J. T. LAWHORNE
CLERK OF CIRCUIT COURT
CHARLOTTE COUNTY, FLORIDA

than twenty-five (25) feet to the side street line. Unenclosed swimming pools may be erected to within fifteen (15) feet of the rear lot line.

With respect to all of the foregoing and for the purpose of the covenants set forth in this Declaration of Restrictions, the minimum square footage residence requirements shall be established and construed as being exclusive of carports, garages, screened porches, patios and outside storage areas. Provided, however that this shall not be construed to permit any portion of the building such as eaves, steps, open patios and wing-walls, etc. to encroach upon another lot or into or upon any easement.

3. No building or other structure shall be erected on any lot until the plans and/or specifications for the design and location thereof has been approved, in writing, by a committee appointed by GENERAL DEVELOPMENT CORPORATION or elected by the owners of record of a majority of the lots first hereinabove described; provided, however if approval or disapproval of such design or location is not forwarded to the applicant within thirty (30) days after date of request for approval, then such approval will not be required, provided the design and location of the building conforms to and is in harmony with the existing structures on the lots first hereinabove described and these covenants.
4. Easements for the installation and maintenance of Public Utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities. The easement area of each lot and all permitted improvements within said easement area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
5. Whenever GENERAL DEVELOPMENT UTILITIES, INC., a subsidiary of GENERAL DEVELOPMENT CORPORATION, its successors or assigns, shall cause to be constructed water distribution and sewer service facilities for the various lots, tracts and parcels of land encompassed by these restrictions, the fee simple owner of a lot, tract or parcel of land on which improvements have been constructed, and/or the lessee occupying same shall, upon being given thirty (30) days written notice, be required to pay a meter and sewer assessment

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charge and utilize the water and sewer services furnished by GENERAL DEVELOPMENT UTILITIES, INC. No individual wells or sewage disposal system will be permitted on any building site from and after date on which service is made available to same. The provisions of this paragraph however, shall not be construed to exclude or prohibit wells for irrigation, swimming pools and air conditioning.

6. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them, until thirty (30) years from the date of recording has elapsed, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years; provided, however, that notwithstanding the foregoing date reference contained in this paragraph, said covenants and restrictions may be altered, amended or rescinded in whole or in part at any time by the then fee-owner or fee-owners appearing of record of a majority of the lots affected by the respective provisions of these restrictions.
7. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under GENERAL DEVELOPMENT CORPORATION, or by virtue of any judicial proceedings, GENERAL DEVELOPMENT CORPORATION, its successors, or assigns, and the lot owners of record, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

In addition to the foregoing, GENERAL DEVELOPMENT CORPORATION, its successors or assigns, shall have the right whenever there shall have been built on any lot, any structure which is in violation of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner; and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

8. Invalidation of any portion of these covenants by judgment, decree or court order shall in nowise affect any of the other provisions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed, at Miami, Dade County, Florida this 29th day of July, 1970.

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GENERAL DEVELOPMENT CORPORATION

By: Nicholas H. Serris
Vice-President

Attest: David A. Doheny
Secretary



STATE OF FLORIDA }
COUNTY OF DADE } SS

I HEREBY CERTIFY that on this 29 day of July, 1970, before me personally appeared Nicholas H. Serris and David A. Doheny Vice-President and Secretary, respectively, of GENERAL DEVELOPMENT CORPORATION, a Delaware corporation, to me know to be the persons described in and who executed the foregoing instrument as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

Madeline K. Stewart
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 5, 1973
BONDED THRU FRED W. DIESTELHORST

