

1973

DECLARATION OF RESTRICTIONS

LAKE SUZY ESTATES

TO THE PUBLIC:

PART A - Preamble

LOREDA DEVELOPMENT, INC., a Florida corporation, being the owner of the land situate, being and lying in DeSoto County, Florida, and described as follows:

Subdivision: All of LAKE SUZY ESTATES, according to the Plat thereof, recorded in Plat Book 9, Page 23, of the Public Records of DeSoto County, Florida, hereinafter sometimes called the "Subdivision",

does hereby by these presents make, declare and impose upon said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, subject to the provisions of Part C below, to-wit:

PART B - Residential Area Covenants

1. USE RESTRICTIONS: Except as hereinafter provided and as provided for in Paragraph 1 of Part D, all lots in the Subdivision and all lots enlarged or recreated by the shifting of the location of side property lines are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence; otherwise no portable or temporary buildings or trailers may be placed on a lot.

2. SETBACK RESTRICTIONS: Subject to the exceptions herein-
after mentioned, no building or any part thereof may project beyond setback
lines, as follows:

All lake front lots: — 25 feet from front property lines
— 10 feet from top of slope of Lake
Suzy
45 feet from bulkheads
— 10 per cent of average width of lot
from each side boundary or the
distances provided for from time
to time in the lawful zoning
ordinances which are applicable,
whichever is greater.

All dry lots, residential: 25 feet from front property lines
35 feet from back property lines
10 per cent of average width of lot
from each side boundary or the
distances provided for from time
to time in the lawful zoning
ordinances which are applicable,
whichever is greater.

EXCEPTIONS TO SETBACK RESTRICTIONS:

(a) Terraces, walls, fences and low platforms or steps
may be erected outside of setback lines, provided such
construction shall not interfere with the exposure of view,
or reasonable privacy of adjoining, or facing property, as
shall be determined by the Architectural Control Committee
hereinafter provided for.

(b) No construction of the type provided in subparagraph (a)
may be erected without written approval of the Architectural
Control Committee, and where construction is within
easement areas, it must comply with provisions of
paragraph 5 below. Subject to variations because of
differences of natural and finished ground elevations, walls
and fences beyond street and waterfront setback lines shall
not exceed four feet high, and in other setback areas, six
feet in height.

3. ARCHITECTURAL CONTROL: No building, wall, or other
structure or improvement of any nature shall be erected, placed or altered
on any lot until the construction plans and specifications and a plan showing
the location of the structure have been approved in writing by the Architect-
ural Control Committee. Each building, wall or other structure or
improvement of any nature shall be erected, placed or altered upon the
premises only in accordance with the plans and specifications and plot plan

so approved. Refusal of approval of plans, specifications and plot plan or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee shall seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvement shall be deemed an alteration requiring approval. The Architectural Control Committee is composed of David W. Shepard, Robert L. Cunningham and Nancy Spofford, all of whose address is in care of Loreda Development, Inc., 467 East 21st Street, Hialeah, Florida (mailing address: P. O. Box 236, Hialeah, Florida 33011). A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

4. MINIMUM SIZE OF RESIDENCE. The floor area of a residence shall not be less than:

1500 square feet on ground floor on Lots 1 through 4
of Block 5, Lots 1 through 12 of Block 6 and Lots
1 through 8 of Block 7

1300 square feet on Lots 1 through 12 of Block 3 and
Lots 1 through 12 of Block 2

2000 ~~1700~~ square feet on all lake front Lots 1 through 182,
Block 1.

In computing square footage, the formula shall be as follows:

Basic living area:	full value
Garages and roofed patios:	50%

The Architectural Control Committee retains the power to formulate additional values.

5. EASEMENTS: Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 these improvements for which a public authority or utility company is responsible.

6. TELEPHONE AND ELECTRIC POWER UNDERGROUND SERVICE: All buildings on all lots must be served underground by telephone and electric power and gas service, when available.

7. DRAINAGE: No changes in elevations of the land shall be made which will cause undue hardship to adjoining property.

8. SEWAGE: Whether or not provision therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no septic tanks shall be placed upon his lot unless and until the plans and specifications therefor have been approved in writing by the Architectural Control Committee. When the subdivider provides a sewage treatment plant for the service of the subdivision, the owner or occupant of each lot covenants and agrees that no other means of sewage disposal shall be used except that provided for by said sewage treatment plant.

9. WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in swimming pools, air conditioners and sprinkler systems; provided that a central water supply system is being operated in accordance with the requirements of the Florida State Board of Health or any other governmental body having jurisdiction over said central system.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. ENCLOSED GARAGES: Each residence shall have, either attached or detached from the main dwelling building, an enclosed garage sufficient in size to accommodate one passenger automobile.

13. CLOTHES LINES: No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as extended to the front lot line.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to indicate the name of the resident, or one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

15. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be placed in an underground receptacle or shall be shielded by a garbage bin so that the container is not visible from any point on the front lot line of said lot; provided, however, that garden trash and rubbish that DeSoto County requires to be placed at the front of a lot in order to be collected by the DeSoto County garbage licensee, may be placed and kept at the front of the lot, and need not be in any container, for periods not exceeding twenty-four hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. FENCES: No fence, wall, or other enclosure shall be erected, placed or altered within twenty-five feet of the front lot line, and in the case of a corner lot, fifteen feet of the side lot line of any residential lot.

19. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended and a line connecting them at points twenty five feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. LAKE AND LAKE FRONT LOTS: The following additional restrictions shall be applicable to lots fronting on Lake Suzy as shown on the Subdivision plat:

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of Lake Suzy as shown on said plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds, or any other grounds, or for the reason that there should be no such boathouse, dock, wharf, or other structure on the lakefront.

(b) No powerboat or other mechanically powered water craft or device driven or propelled by other than man-power or sail shall be used or operated on said Lake Suzy, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

(c) Shoreline contours of Lake Suzy above or below water may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.

21. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, Loreda Development, Inc. hereinafter called the "Grantor", may, at its option, after giving the owner ten days' written notice sent to his last known address, have the grass, weeds and vegetation cut when, and as often as, the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance the Grantor may, at its option, after giving the owner sixty days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner.

The owner of such lot shall reimburse the Grantor for the cost of any work as above required, including 8% interest from the time that the work is completed, and to secure such reimbursement the Grantor shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor shall be entitled to file in the Public Records of DeSoto County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work, including interest, and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work, and if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided.

22. GRANTOR'S OPTION TO PURCHASE IF SOLD: In the event that an owner desires to sell any lot or lots, with its improvements, if any, then said property shall be offered for sale to Loreda Development, Inc., hereinafter called the "Grantor", at the same price and on the same terms at which the property is about to be sold, and the Grantor shall have fifteen days within which to exercise its option to purchase said property; and should the Grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price and on the terms upon which it is about to be sold, then the owner of said property shall have

the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained. PROVIDED, however, that nothing contained in this paragraph shall apply to:

- (i) the mortgaging of any property;
- (ii) any foreclosure sale or other sale by judicial process; or
- (iii) if the property is mortgaged and the mortgagee is an insurance company, bank, trust company, savings and loan association, profit sharing or pension fund, or other institutional lender, to any conveyance by an owner in lieu of foreclosure or in lieu of sale by judicial process; and if title is acquired by such mortgagee, to any sale by such mortgagee.

Part C - Park Area

1. APPLICABILITY: Until the termination of the dedication and the reversion of the Tracts on said plat numbered A, B, C and D, nothing contained in this instrument shall apply to any of said Tracts, which have been dedicated to the perpetual use of the public for parks. Upon such reversion said Tracts shall be subject to all of the terms and conditions of this instrument.

Part D - Commercial Area Covenants

1. USE RESTRICTIONS: Lots 1 - 8 of Block 8 and Lots 1 - 7 of Block 4 ^{must} shall hereinafter be considered for commercial use.

2. SETBACK RESTRICTIONS, ARCHITECTURAL AND BUILDING CONTROL: Types of businesses, etc., shall be under the sole control of the Architectural Control Committee, unless governed by governmental control. No building of any type shall be constructed or placed on Lots 1 - 8 of Block 8 and Lots 1 - 7 of Block 4 unless all plans and specifications are first submitted to and approved by the Architectural Control Committee.

Part E - General Provisions

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of

*In the following
part of this
document*

thirty years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of a majority of the lots (excluding then publicly dedicated tracts) in the described property, has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.

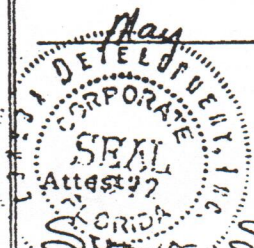
3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. ADDITIONAL RESTRICTIONS: The Architectural Control Committee may from time to time, in its sole discretion, modify, amend, or add to this Declaration of Restrictions; provided that no such modification, amendment or addition shall abrogate the provisions of Paragraph 1 of Part B and Paragraph 1 of Part D of these restrictions.

5. WAIVER: The Architectural Control Committee may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated lot or lots, upon finding that such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation, or agreement with respect to any other lot.

EXECUTED at DeSoto County, Florida, this 8 day of

May, 1973.



LOREDA DEVELOPMENT, INC.

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF DESOTO

BEFORE ME, the undersigned authority, personally appeared

DAVID W. SHEPARD and SUZY SHEPARD

to me well known to be the individuals described in and who executed the

foregoing Declaration of Restrictions, Lake Suzy Estates, as _____

President and _____ Secretary, respectively, of Loreda

Development, Inc., a Florida corporation, and they severally acknowledged

before me that they executed said instrument on behalf of and in the name of

said corporation; that they affixed the seal of said corporation thereto, and

that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

my official seal this 8 day of May, 1973, at Arcadia in the

County and State aforesaid.



Harvey C. McArthur
Notary Public State of Florida and Large

My commission expires _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____
BECOMES VOID IF NOT RECORDED

I hereby certify that the within instrument was
filed for record in the Office of the Clerk of the
Circuit Court in and for DeSoto County, Florida
on the 9 day of May AD 19 73
at 1:15 o'clock P. M., and duly recorded
in O.R. Book 92 on page 598

Dolores Allen, Clerk

By Harvey C. McArthur Deputy Clerk