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**DECLARATION OF RESTRICTIONS FOR CUDJOE GARDENS,
A SUBDIVISION, RECORDED IN PLAT BOOK __, PAGE __,
OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA**

These restrictions supersede the following recordings of Monroe County, Florida:

Cudjoe Gardens:	Plat Book	Page	Official Record
Original subdivision	4	78	140 Pg 140-141
First addition	4	105	152 Pg 282-283
Second addition	4	159	217 Pg 335-336
Third addition	5	7	201 Pg 70-71
Fourth addition	6	38	452 Pg 911-912
Fifth and seventh additions	6	88	506 Pg 937-938
Sixth addition	6	66	471 Pg 637-638
Eighth addition	7	16	823 Pg 1135-1137

Definitions: Cudjoe Gardens is defined as above; and interpreted as including the original subdivision of Cudjoe Gardens, plus the eight subsequent additions thereto. The Cudjoe Gardens Property Owners Association refers to that named Not-For-Profit Corporation filed with the State of Florida in 1976, governed by its bylaws, and hereinafter referred to as the Association.

1. **General:** The following described restrictions and limitations shall be accepted as covenants running with the land, as described above, and shall be binding alike upon the heirs, personal representatives and assigns of all of the parties thereto. These restrictions shall apply unless superseded by governmental legislation.

2. **Occupancy:** No lot, or part thereof, shall be used for any purpose other than a single family residence, except as follows:

- a. Blocks 1, 15, and 23, with frontage along US 1, may be used for low intensity commercial use.
- b. Lots in Block 5 may be used for semi-professional purposes, i.e., an office in combination with a residence. Examples include doctors, lawyers, and dentists.
- c. Lots 7 through 10 in Block 14 are zoned commercially. Those lots are further restricted to only such businesses which serve the recreational needs of Cudjoe Gardens.

All businesses which fall under the above exceptions shall be subject to approval by the Association.

No residence within Cudjoe Gardens shall be rented or subleased for occupancy to any individual or group of individuals for a period of less than 28 days.

3. **Setback Lines:** Setback Lines shall be measured as the horizontal distance between the lot line and the further-most projection of the permanent structure measured perpendicular to the property line and shall be a minimum of:

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DANNY L KOLHAGE, CLERK

a. From Street	
15'	Original subdivision and 1 st through 3 rd additions
25'	4 th through 8 th additions

With the following two exceptions:

Street Setback Exceptions	Block
25' from US 1 right of way and 20' from the service road	1
10' from the street (semi-professional only)	5

b. From Canal/Waterway	
15'	Original subdivision and 1 st through 3 rd additions
20'	4 th through 8 th additions

Exception: Landward indentations created in the canal system are considered boat slips. County Building and Planning Departments may require a variance for construction closer to said boat slip. In such cases the Association shall not oppose such variances.

c. From Sides	
7'	Original subdivision and 1 st through 3 rd additions
8'	4 th addition
10% of lot width, not to exceed 10'	5 th through 8 th addition

4. Dwellings; Construction, Quality and Size:

- a. All buildings shall be of masonry construction; workmanship and materials shall be of first class and where applicable shall conform to the Monroe County Building Code; this does not exclude the use of wood in roofs, floors, trim or partitions.
- b. No garages or carports shall be allowed unless they are attached to and form a part of the residence and conform to all of the construction requirements thereof as to appearance, workmanship, materials and setback lines.
- c. Use of used building materials or moving of any previously constructed or prefabricated building on to the premises is strictly prohibited.
- d. The area shall be cleaned of all debris and surplus materials must be removed from the premises before occupancy is permitted.
- e. No single family residence shall have more stories than:

Maximum Number of Stories	Applies to
One and one-half	Original subdivision and 1 st addition
Not applicable	2 nd addition
One and one-half	3 rd addition
One, except buildings fronting on US 1	4 th addition
One	5 th through 8 th additions

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- f. Buildings, either commercial or residential, on lots fronting on US 1 must have the structural appearance and landscaping of residences as viewed from the canal side of said buildings.
- g. No house shall be elevated on stilts except where the Federal Emergency Management Agency flood plain is eleven (11) feet or higher.

5. **Minimum Lot Size:** No residence shall be built on a lot containing less than:

Minimum Square Feet	Applies to
6,000	Original subdivision and 1 st through 4 th additions
7,000	5 th through 7 th additions
8,000	8 th addition

6. **Minimum Floor Area:** The ground floor shall have an area, exclusive of porches, breezeways, attached garages or car ports, of not less than:

Minimum Square Feet	Applies to
850	Original subdivision and 1 st through 4 th additions
900	5 th through 7 th additions
1,000	8 th addition

7. **Docks, Seawalls, & Slips:** No docks may be constructed in canals. A marginal wharf and, or, seawall may be constructed on the canal edge but may not extend into said canal. All docks and seawalls shall be structurally and architecturally in keeping with its surroundings and with any restrictions governing same. All boats shall be docked parallel to said docks.

8. **Nuisances:** Nothing shall be done on any lot which is, or may become, an annoyance or nuisance to the neighborhood. No horses, cattle, goats, swine, or fowl shall be kept on any lot. Only domestic house pets shall be allowed, and they shall not be raised for profit. Pets must be controlled at all times. In the 4th through 8th Additions clothes lines, garbage cans, and lobster traps (a maximum of two), must be hidden, and line fences and hedges must not exceed four feet in height.

9. **Signs:**

a. No sign shall be displayed on any residential lot except as follows: For Sale or For Rent signs referring only to the premises on which it is displayed. In the 2nd and 5th through 8th Additions subject signs shall not exceed 12" x 12" in size. Warning signs may be displayed on residential lots in the 8th Addition. In the professional block of the original subdivision (1st Avenue East), a small sign listing name and profession only, and using letters not larger than three inches in height may be displayed.

b. No business or commercial sign shall be displayed except as follows: Signs on lots fronting on Highway U.S. 1 may be displayed only to advertise a business on said premises or to advertise businesses or activities within Cudjoe Gardens. Said signs shall not be larger than 12 square feet and shall be in good taste. Additionally, any such sign placed on lot 1, block 23 must not block the Cudjoe Gardens sign. A sign designating CUDJOE GARDENS with a maximum size of 4 feet long by 3 feet high is permitted. If Club 800 is operated as a private club, it may be included with a Cudjoe Gardens sign, but in a smaller type size.

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Any business legally allowed in Cudjoe Gardens may use a rider sign with said signs limited to a maximum of 42 inches by 7 inches in black and white. All signs are subject to approval by the Association.

10. **Weeds, Underbrush & Refuse:** No weeds, underbrush, or unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or be suffered to remain anywhere thereon; and in the event that the owner, after thirty days written notice by mail, shall fail or refuse to keep said premises free of weeds, underbrush or refuse piles or other unsightly growth or objects, then the Association may enter upon said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

11. **Canal Housekeeping:** The dumping of any fill, refuse, tin cans, bottles, sewage or any contamination whatsoever in the canal or boat slips shall be deemed a violation of these restrictions and the violator shall be liable for any damages therefrom and for all costs of removal.

12. **House Trailers, Temporary or Unfinished Buildings:** No temporary buildings, house trailers, mobile homes, campers, or tents may be parked or placed upon said land, with the exception of campers which are allowed in the Original subdivision and the First through Third Additions. In no case may any of the above be used as living quarters.

13. **Building Plan Approval:** For purposes of compliance with these restrictions, all building plans shall be submitted to the Association for review prior to commencing construction. After review such plans shall be returned along with a letter of approval, or disapproval stating the reasons for such disapproval.

14. **Violations:** In the event of any violation of these restrictions, the Association and the owners of lots in the subdivision shall each have the right to proceed at law, or in equity, to compel compliance with these restrictions and to prevent the violation of any of them. The Association shall be entitled to recover all costs, attorney's fees and damages incurred in such action. The Association shall also have the right to enter the property where a violation exists and correct the violation at the expense of the owner. Such entry and corrective action shall not be considered a trespass. The failure to enforce any right, however long continued, shall not give up the right to do so thereafter and shall not affect enforcement. The invalidation by any court of any of the restrictions covering this land shall in no way affect the other restrictions.

15. **Modification of Restrictions:** These restrictive covenants may be changed or modified at any time by filing in the Public Records of Monroe County, Florida, of a written document setting forth such changes or modifications, executed by a majority of the then record owners of the residential lots in Cudjoe Gardens. All shall have a vote in any modifications or changes in restrictions. Voting shall be one vote per lot. Fractional votes shall be allowed only in one-half lot increments. Ownership of more than fifty percent of a lot shall be allowed one vote for that lot, except that the aggregate total of all lots owned shall be rounded to the closest one-half lot in all cases.

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Submitted this 10th day of June 1998

**CUDJOE GARDENS PROPERTY
OWNERS ASSOCIATION, INC.**

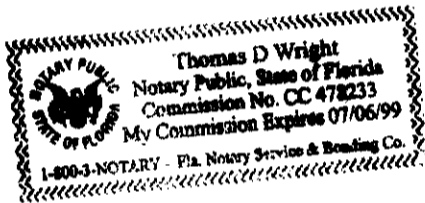
David E. Musselman
David E. Musselman, President

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STATE OF FLORIDA
COUNTY OF MONROE

The foregoing document was acknowledged before me this 16th day of June, 1998 by DAVID E. MUSSELMAN, President of CUDJOE GARDENS PROPERTY OWNERS ASSOCIATION, INC., who is personally known to me.

Thomas D. Wright
Notary Public, State of Florida



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