

CONNERS VANDERBILT BEACH
ESTATES, INC., a Florida
Corporation,

to

DEED OF RESTRICTIONS
Dated April 28, 1954
Filed May 5, 1954
Deed Book 33, page 45.
COLLIER COUNTY RECORDS

ALL FUTURE OWNERS OF
BLOCKS "H" "I" "J"
"K", "L", "M", "N", "O",
"P", AND "Q" OF CONNERS
VANDERBILT BEACH ESTATES
UNIT NO. 2, A SUBDIVISION
according to the map or
plat thereof on file and
recorded in the public
records of Collier County,
Florida, in Plat Book 3,
Page 17.

WHEREAS, Grantor is the owner of all the aforementioned blocks, and it is Grantor's desire that uniform restrictive covenants upon the usage and type of building and development of such blocks be enforced; and that such blocks shall be conveyed to purchasers for the proper purposes and usages set out herein;

NOW THEREFORE, The said Grantor does establish the following restrictions upon the use, occupancy and development of such lots for the next ensuing twenty (20) years from the date of this Deed of Restrictions;

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars, except in Blocks "M" and "N", where duplexes containing a minimum of one thousand two hundred (1,200) square feet, exclusive of car ports and open porches, may be constructed.

2. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan showing the location of the building on the lot, shall have been approved by an architectural control committee as to quality of workmanship and materials harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

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3. All residential construction shall contain a minimum square footage of eight hundred (800) square feet per unit, excluding car ports and porches unless fully enclosed, with the exception of duplex construction in Blocks "M" and "N", as hereinabove provided for.

4. Projections into canal areas can not exceed twenty (20) feet in residential areas.

5. 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.

6. No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Florida State Board of Health. Approval of such system as installed shall be obtained from such authority.

8. The architectural control committee shall be composed of J. W. Conner, President of Grantor corporation, C. B. Conner, Vice-President of Grantor corporation, or their successors in office, and Donald S. Akers, Second Assistant Secretary and Treasurer of Grantor corporation, or his successor in office. 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.

9. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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10. 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 twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. 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.

12. 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.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its President and Treasurer, the 28th day of April, A. D., 1954.

CONNERS VANDERBILT BEACH ESTATES, INC.

By: J. W. Conner
President

(Corporate Seal)

ATTEST: Alice B. Conner
Treasurer

Acknowledged April 28, 1954, by J. W. CONNER, and ALICE B. CONNER, as the President and Treasurer respectively of CONNERS VANDERBILT BEACH ESTATES, INC., before William A. Glaeser, as a Notary Public, at Tampa, in and for the County of Hillsborough and the State of Florida. Commission expires January 20, 1956. (Notarial Seal).