

45411

DECLARATION

OF

RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS

THIS DECLARATION is made and dated this - 7th day of

September, 1961, by SUMMER PLACE HOMES, INC., a Florida corporation, as Subdivider; JENNAY R. APPELBAUM and CHARLES L. APPELBAUM, his wife, HENRY R. COOPER and BARBARA D. COOPER, his wife, THOMAS G. KENNEDY and HELEN M. KENNEDY, his wife, and CLAUDE H. MATHERSON and OLGA L. MATHERSON, his wife, the owners of the land included in SUMMERPLACE, UNIT TWO, located in Indian River County, Florida, which said plat of Summerplace, Unit Two was filed in the office of the Clerk of the Circuit Court of Indian River County, Florida on the 19th day of October, 1961, and said plat now appears on file and of record in Plat Book 6, Page 95, Public Records of Indian River County, Florida, and said plat is by reference made a part hereof.

WHEREAS, for the benefit and protection of the present owners and for the benefit and protection of those who in the future may own property in said subdivision, the present owners desire that use of all property in said subdivision be restricted so as to promote development of said subdivision,

NOW, THEREFORE, in consideration of the premises, and in order to accomplish the objectives hereinabove set forth, the owners of said subdivision do hereby declare that use of all property in said subdivision is now, and hereafter shall be, only in conformity to restrictions hereinafter set forth, which restrictions are hereby approved and adopted, and which restrictions are now binding on owners and hereafter will be binding alike on owners, their heirs, devisees, successors and assigns, and on all persons, firms and corporations owning in the future any interest in any property in said subdivision and each of said restrictions is hereby declared to be and to constitute a covenant running to and for the benefit of every purchaser of any property in said subdivision, and said restrictions, as such covenants, shall run with the land and shall inure to, extend to, and be binding on the undersigned owners, and on all future owners, and on the heirs, devisees, successors and assigns of the undersigned owners, and all future owners of any interest in any property in said subdivision, and which said restrictions are:

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SEPT 7, 1964
BOOK 219
PAGE 291

OFFICIAL RECORD

BOOK 219 PAGE 292

1. SUBDIVIDER MAY ASSIGN: The term "Subdivider" as used herein shall refer to SUMMERPLACE HOMES, INC., a Florida Corporation, its successors, and/or assigns. Subdivider may assign any and all its rights, powers, obligations, and privileges under this declaration to the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., or to any other corporation, association or person.

2. OWNERSHIP: No lot, nor any part thereof, included in the description above, SUMMERPLACE, UNIT II, shall be sold, conveyed or leased to anyone other than a member in good standing of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., a Florida non-profit corporation. It is a condition of the estate conveyed that the grantee of any deed shall not rent, lease, give, convey or in any other manner transfer the property conveyed to him to any person not at the time of such transfer, lease, gift or conveyance, a member of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all conveyances of lots in SUMMERPLACE, UNIT 2, the purpose of this and other conditions being to insure all grantees and all other members of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC. that their properties in said subdivision shall at all times be occupied by a colony of congenial persons and, further, for the purpose of benefiting lands owned by the Subdivider and developed under the same general plan with the grantees of lots in the above-described subdivision.

Nothing contained in this Declaration shall preclude a mortgage institution, banker, savings and loan association, insurance company, or any other recognized lending institution or individual or group of individuals, from owning a mortgage on any lot or property situated in SUMMERPLACE, UNIT 2, and such mortgage institution, bank, savings and loan association, insurance company, or other recognized lending institution, or individual or group of individuals shall have an unrestricted, absolute right to take title to the property in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof, and the laws of the State of Florida, and to bid upon said property at the foreclosure sale, the mortgagee taking title on said foreclosure sale or taking title in lieu of foreclosure sale, may acquire said property and occupy the same and sell and resell the same without complying with the restriction limiting the ownership of said property to members of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC.

All grantees of conveyances to lots in the above-described subdivision expressly stipulate and agree for themselves and their heirs, executors, administrators, legal representatives and assigns that in the event proceedings are instituted to foreclose any mortgage on property conveyed in SUMMERPLACE, UNIT 2, the Subdivider, its successors or assigns and/or SUMMERPLACE IMPROVEMENT ASSOCIATION, INC. shall have the right to redeem the mortgage for the amounts due thereon or to purchase said property at the foreclosure sale for amount set forth to be due by the mortgagee in the foreclosure proceedings; and should the mortgagor fail to redeem such mortgage and, in case of redemption by the Subdivider and/or SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., their successors or assigns, the entity or individuals so redeeming, shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance, directly or indirectly, or any will or judicial proceedings in violation of this covenant, restriction or limitation shall be void and of no effect. No lot or any part thereof or any portion of the property shown on the plat of SUMMERPLACE, UNIT 2, shall be leased, used or occupied for a period in excess of six months by anyone other than a member of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., and their immediate family. The provisions of this covenant shall not apply to bona fide domestic servants domicile upon the premises where they are employed.

3. BUILDING PLANS: For the purposes of further insuring development of the lands in the Subdivision as a residential area of high standard, the Subdivider reserves the right to control buildings and structures placed on each lot.

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 building, wall, swimming pool or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Subdivider, its successors or assigns. Each such building, wall, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications

OFFICIAL RECORD BOOK 219 PAGE 293

approved in writing by the Subdivider, its successors and assigns. Refusal of approval of plans and specifications by the Subdivider may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of the Subdivider shall seem sufficient. No alteration in the exterior appearance of the building or structures shall be made without like approval.

Should the Subdivider, its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within the subdivision within thirty (30) days after written request therefor, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

4. SINGLE FAMILY RESIDENCES EXCLUSIVELY: No building shall be allowed or erected on any lot in said subdivision except one (1) single family dwelling house, all for the use and occupancy of one (1) family and attendant domestic servants only, provided that no such building shall exceed two (2) stories in height. All garages, porte cocheres, storage areas, tool cabins, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building only.

5. SETBACK LINES: No building shall be erected upon any lot so that any part of said building shall be closer than twenty-five (25) feet to any front boundary line of said premises, which line extends along street or highway, or so that any part of said building is closer than ten (10) feet to any of the other boundary lines of said premises.

6. EXCEPTIONS TO SETBACK RESTRICTIONS: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and shall be determined by the Subdivider and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without written approval of the Subdivider.

7. EASEMENTS: Subdivider reserves for itself, its successors or assigns, a five (5) foot easement along the rear of each lot in the plat of SUBMERPLACE, UNIT 2 for public utility purposes and a similar three (3) foot

easement along each side of each lot in SUMMERPLACE, UNIT 2. Where there is located on one or more lots, or portions thereof, a single-residence under a single-ownership, then the three (3) foot easement shall not be located along the sidelines of each lot but along each side of the combined lots.

8. RE-SUBDIVIDING: No lot or contiguous group of lots shall ever be re-subdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of the above described subdivision for the same area. A residential site may consist of one (1) or more lots; all of one lot; one lot and part of a contiguous lot or lots, or any other combination of contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, provided that it extends from the fronting street to an existing rear property line, but no site which changes the lot, as originally planned, shall have a front or rear dimension of less than is contained in the smallest adjoining lot shown on the original plat of the subdivision.

9. NUISANCE: Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No sign of any character will be displayed except that not more than one single-staked "For Rent" or "For Sale" sign not exceeding 12" x 18" in size will be allowed on each lot. No manufacturing, trade, business, commerce, industry, professional or other occupation whatsoever will be conducted or carried on upon any lot or any part thereof or in any building erected thereon. No trash shall be allowed to accumulate so as to constitute a detriment to the appearance of the subdivision or a fire hazard. All lots herein shall be kept free of refuse or other unsightly objects.

In the event any lot owner shall permit one or more of the nuisances specified herein or other nuisances on a lot in SUMMERPLACE, UNIT 2, then Subdivider, its successors or assigns, may enter upon said lands and remove the same at the expense of owners, or proceed in accordance with the remedies provided in Paragraph 12 below, entitled "Remedies for Violations."

10. MAINTENANCE AND/OR IMPROVEMENT OF PRIVATE ROADS: The maintenance and/or improvement of private roads shown on the plat of SUMMERPLACE, UNIT 2, shall be the obligation of owners of the lots abutting such roads on a pro rata basis.

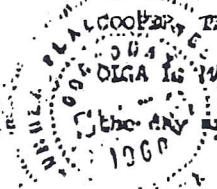
OFFICIAL RECORD BOOK 219 PAGE 296

Subdivider retains the right to from time to time levy assessments for the maintenance and/or improvement of such private roads whenever, in the sole discretion of Subdivider, its successors or assigns, the need arises for such maintenance and/or improvement of such private roads. Each lot owner, subject to such assessments, shall be given written notice by Subdivider, of the total assessment determined, and the portion of the assessment owed by such lot owner and such assessments shall be due and payable to the Subdivider within thirty (30) days from the giving of such notice. Each such assessments shall constitute a lien against each lot subject to the payment thereof and shall remain a lien against such lot until it be paid in full, such liens to be foreclosable in equity in the manner provided for mortgages, and in the event such foreclosure action is taken, the lot owner agrees to pay a reasonable attorney's fee for such action.

11. DURATION OF RESTRICTIONS: The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed in SUTTERPLACE, running with the land, and shall remain in full force and effect for fifty (50) years from the date hereof, at which time they shall automatically extend for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the residential lots of this subdivision, it is agreed to change them in whole or in part.

12. REMEDIES FOR VIOLATIONS: In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider and the owners of the lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

IN WITNESS WHEREOF, SUMNER PLACE HOMES, INC., a Florida corporation, has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, and MURRAY R. APPELBAUM and CLAUDE L. APPELBAUM, HENRY R. COOPER and BARBARA D. COOPER, THOMAS G. KENNEDY and HELEN M. KENNEDY, and CLAUDE H. MATHESON and OLGA H. MATHESON; have hereunto signed their names and affixed their seals this day and year first above written.



(Corporate Seal)

Witnessed, sealed and delivered in the presence of:

Mrs. McCreary
Special Agent
Jane E. Morris
Rochelle C. Gandy
 (as to Mr. & Mrs. Apfelbaum)
Don Head
Rochelle C. Gandy
 (as to Mr. & Mrs. Cooper)
Jane E. Morris
Rochelle C. Gandy
 (as to Mr. & Mrs. Kennedy)
Don Head
Jane E. Morris
 (as to Mr. & Mrs. Matheson)

SUMNER PLACE HOMES, INC.

By John J. Brown
 President

Secretary

Murray R. Apfelbaum (SEAL)
 Murray R. Apfelbaum
Claude L. Apfelbaum
 Claude L. Apfelbaum
Henry R. Cooper (SEAL)
 Henry R. Cooper
Barbara D. Cooper (SEAL)
 Barbara D. Cooper
Thomas G. Kennedy (SEAL)
 Thomas G. Kennedy
Helen M. Kennedy (SEAL)
 Helen M. Kennedy
Claude H. Matheson (SEAL)
 Claude H. Matheson
Olga H. Matheson (SEAL)
 Olga H. Matheson

OFFICIAL RECORD

BOOK 219 PAGE 297

STATE OF Florida
COUNTY OF Indian River

OFFICIAL RECORD 2066 219 298

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN J. MORRISON, well known to me to be the President of SUPER PLACT HOMES, INC., a corporation of the State of Florida, and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County of Indian River State of Florida last aforesaid this 24th day of September, A. D., 1964.

W. H. H. H.
Notary Public
My Commission Expires: Notary Public, State of Florida
My Commission Expires: 1965

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, Secretary of SUPER PLACT HOMES, INC., a corporation of the State of Florida, and he acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A. D., 1964.

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Notary Public, My Commission Expires: Notary Public, State of Florida
My Commission Expires: 1965

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MURRAY R. APPELBAUM and CLAIRE L. APPELBAUM, his wife, to me known to be two of the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, A. D., 1964.

W. H. H. H.
Notary Public
My Commission Expires: Notary Public, State of Florida
My Commission Expires: 1965

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HENRY R. COOPER and BARBARA D. COOPER, his wife, to me known to be two of the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, A. D., 1964.

W. H. H. H.
Notary Public
My Commission Expires: Notary Public, State of Florida
My Commission Expires: 1965

STATE OF Florida
COUNTY OF Dickinson

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS G. KENNEDY and HELEN M. KENNEDY, his wife, to me known to be two of the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of September, A.D. 1944

Marcello Schappe
Notary Public
My Commission expires: June 18, 1955

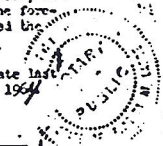


STATE OF Florida
COUNTY OF Dickinson

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CLAUDE H. PATTERSON and OLGA L. PATTERSON, his wife, to me known to be two of the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of September, A.D. 1944

Marcello Schappe
Notary Public
My Commission expires: June 18, 1955



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DICKINSON COUNTY

OFFICIAL RECORD

BOOK 219 PAGE 290