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OFFICIAL RECORDS.

STATE OF FLORIDA
COUNTY OF WALTON

FILED
CATHERINE KING
CLERK CIRCUIT COURT
WALTON COUNTY, FLA.

*84 APR 26 PM 12 39.

RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS, That Nicholas V. Carasso and wife, Eva Carasso, being the owners of the following described real property in the County of Walton, State of Florida, to-wit:

Monarch Subdivision, according to plat recorded in Plat Book , Page , of the Public Records of Walton County, Florida.

desiring to restrict the use of said real property for the benefit thereof and to promote its development, do hereby encumber all of the above described property with restrictive covenants as herein set forth and declare that such restrictive covenants shall apply to and bind us, our successors and assigns for the term set forth hereinafter and that said covenants shall run with the land, to-wit:

1. All lots in the Subdivision referred to above shall be known and described, used and occupied, as residential lots. No structure shall be erected, altered, placed or permitted to remain on any such residential building lot other than one detached single dwelling not to exceed two stories in height and a one-story private garage for not more than two automobiles.

2. No building shall be erected, placed or altered on any building lot in the subdivision until the building plans, specifications or plot plans showing the location of such buildings have been approved in writing to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by Nicholas V. Carasso or a representative designated by him. In the event that the said Nicholas V. Carasso or his designated representative fails to approve or disapprove such design and location within thirty days after plans and specifications have been submitted to him or, in any event, if no suit to enjoin the erection or the making of such alteration of construction

*Corrective Ordinance of R Book 304 Page 382
June 28, 1984 Catherine King by Pat Pineda*

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has been commenced to prior to completion thereof, such approval shall not be required and these covenants shall be deemed to have been fully complied with. Nicholas V. Carasso, or his designated representative shall receive no compensation for services performed pursuant to this covenant. The powers and duties of Nicholas V. Carasso or his designated representative shall cease on or after January 1, 1995. Thereafter the approval described in this covenant shall not be required unless prior to said date a written instrument is executed by the record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to said Nicholas V. Carasso.

3. The ground floor area of the main structure, excluding car port, garage, utility or storage areas, shall have a minimum floor space of 1000 square feet, when there is a minimum total floor area of such attachment of 300 square feet, or in the alternative, the ground floor area of the main structure must have at least 1300 square feet of floor area when there are no such attached areas.

4. No building shall be located on any residential building lot nearer than 25 feet to the front lot line or nearer than 7-1/2 feet to any side lot line. Eaves shall not be considered a part of a building but no eaves shall be nearer than 5 feet from any side lot line, nor 20 feet from the front lot line. No house may be constructed on exposed piling or pillars. The ground floor elevation shall not exceed 4 feet above the center line of the street, and any space under the ground floor shall be fully enclosed.

5. An easement is reserved over the rear 7-1/2 feet of each lot for utility installation and maintenance.

6. No residence shall be built on a lot smaller than the smallest lot shown on the recorded plat of the above described subdivision.

7. No trade or commercial business or noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer,

basement, tent, shack, garage, barn or other building of temporary character erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any such structure be used for storage, office or any other purpose except temporarily, in connection with construction of dwellings or public improvements in the tract. No house trailer shall be parked upon or used for any purpose on any building lot in the tract, temporarily or permanently.

8. No signs of any kind shall be displayed at any time to the public view on any lot except one professionally prepared sign of not more than one square foot. One sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder that advertise the property during construction or sale period will be permitted.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, used vehicles or other waste. All garbage shall be kept in sanitary containers. No inoperable motor vehicles may be kept on any lot at anytime.

10. No person shall have, keep or maintain on any lot in the subdivision any fowl or animal, domestic or otherwise, except domestic house pets.

11. No fence, wall, hedge or mass planting shall be erected or placed on any lot nearer the front lot line than the minimum building set-back.

12. These covenants and restrictions are to run with the land and they shall be a part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2005 at which time said covenants and restrictions shall terminate. They may be extended for an additional period of ten years by written and recorded agreement of a 2/3 majority of the record owners on July 1, 2004 in the subdivision.

13. If any owner or occupant in this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any person or persons owning any other lot in the subdivision to prosecute any proceedings at law or in

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equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages or other dues for such violation.

14. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

15. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no wise effect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners hereof have hereunto set their hands and seals this ___ day of _____, 1984.

Witness:

Kelli S. Morris

ISI Nikolas V. Caracciolo (Seal)

Kelli S. Morris

ISI Eva Caracciolo (Seal)