

# DECLARATION OF RESTRICTIONS

FOR

"MYAKKA COUNTRY"

## PART A: PREAMBLE

Know all men by these presents: That the undersigned, Nolan D. Crawford and Marilyn L. Crawford, husband and wife being the owner/developer of the one acre plus estates known as Myakka Country, do hereby declare and establish the following regulations for the use and benefit of the future owners, their respective heirs, successors, and assigns of the property more fully hereafter described.

## PART B: AREA OF APPLICATION

The covenants and restrictions in their entirety shall apply to the following property situated in Sarasota County, Florida and specifically described as:

MYAKKA COUNTRY, as per plat thereof recorded in Plat Book 28, Pages 16 thru 16C, of the Public Records of Sarasota County, Florida.

## PART C: GENERAL CONDITIONS

1. It is the intention of this instrument to assist the property owners of the MYAKKA COUNTRY estates in maintaining a natural, visual, and economic quality of their private and common interest in MYAKKA COUNTRY.
2. As association of property owners shall own and take title to the property dedicated to common interests such as, private roads and streets, common areas and parks, drainage systems and recreation areas.
3. These covenants are subject to compliance with the State of Florida and the County of Sarasota and its established pertinent restrictions and, in particular, when said restrictions exceed those herein.

## PART D: SINGLE FAMILY DWELLING RESTRICTIONS:

1. Land use and building type: Each house shall be constructed of new and durable quality materials and used only for single family residential purposes.
2. Size and Design of Dwelling: Creative design, style and various material usage is encouraged provided each is in keeping with general area qualities. The living area shall contain not less than 2100 sq.ft. (2400 if more than one finished floor level) and each shall have a minimal additional enclosed attached two vehicle garage. A complete set of building plans shall be submitted to the developer or his successors for approval prior to construction.
3. Septic Location: The septic tank systems will be located between the residences and the road right-of-way on those lots that abut Myakka River.
4. Utilities: All utility lines located outside of the street right-of-way and within the confines of the lots described herein shall be located underground.
5. Related Structures: Any detached structure must attempt to blend with the style, color and materials the individual estate and all docks, walkways, gazebos or recreational facilities seaward of the main dwelling must bear natural earth tones and blend with the natural qualities provided by the Myakka River.

6. Other Structures: No structure of a temporary character, trailer, house trailer, or tent, shack, garage,

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barn, barracks type structures or other outbuilding shall be erected, maintained or used in any lot at any time, either temporarily or permanently, except that necessary construction sheds may be temporarily maintained during construction of a dwelling not later than three (3) months after original commencement of the construction of such dwelling.

#### PART E: GENERAL RESPONSIBILITIES:

1. Individual responsibility: In areas potentially offensive to the neighborhood quality, including but not limited to, unsightly objects, pungent odors, offensive noises, home maintenance, animal types and control, or other potential nuisance; let common sense, discretion and integrity of the individual property owner dictate self government compatible with the neighborhood. In any case of doubt it is the individuals responsibility to clear any questionable matter with the association to avoid unnecessary embarrassment, alterations or expenses.

2. Association's Responsibility: It shall be the right of the association to enforce, at the owners expense; including but not limited to litigation expenses, corrective or alternative reworking; any conditions contained herein and failure to enforce, however long continued, shall not be deemed a waiver of right to enforce any violation. Failure to enforce shall not, however, give rise to any liability on the part of the association with respect to parties aggrieved by such failure.

#### PART F: GENERAL PROVISIONS

1. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

2. All the covenants and restrictions herein shall run with the land and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the respective parties hereto, and that the word feminine and neuter genders whenever and wherever the context so admits and requires.

3. Invalidation of any one or more of these covenants and restrictions by judgment of Court order shall in no wise affect any of the other rovisions which shall remain in full force and effect.

4. These restrictions shall remain in effect and force for a period of not less than thirty (30) years from the first day of November 1981, and the restrictions herein shall automatically be extended for five (5) year periods thereafter unless, but may be changed or modified any time to effect the property in this unit by an instrument in writing, signed and acknowledged by the owners of 80% of the property frontage within this subdivision, provided the Developer or his successors or assigns consents thereto in writing. The owners of the lots in this subdivision hereby appoint the Developer as their agent, until buildings are constructed on each and every lot in this unit, for the purpose of making minor changes in these Restrictions.

This a complation of both the Amendment tio Declaration of Restictions and Declaration of Restrictions recorded at Official Record Book 1473 at Page 1310 of the Public Records of Sarasota County, Florida