

1200  
OFF. REC. 904 1042

DECLARATION OF RESTRICTIONS  
AND  
RESERVATION AND GRANT OF EASEMENT

414683

The undersigned, METER & RHODES DEVELOPMENT CO., a Florida corporation, successor to VICTORIA PARK OF FLORIDA, INC., hereinafter called Declarant, fee owner of the following described real property:

The following described property lying and being in Sarasota County, Florida:

The N 1/2 of the NW 1/4 of the SE 1/4 and the SE 1/4 of the NW 1/4 of the SE 1/4 and the N 1/2 of the NE 1/4 of the SW 1/4 of the SE 1/4 and the N 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 and East 1/2 of the SE 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4 all in Section 25, Township 36 South, Range 20 East.

and

The following described property lying and being in Manatee County, Florida:

The N 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 30, Township 36, South, Range 21 east

hereby makes the following declarations as to limitations, restrictions and uses to which said property or tracts thereof, may be put, hereby specifying that these declarations shall constitute covenants to run with all of the land and shall be binding on all parties and persons claiming by, through or under them, and for the benefit of and limitations upon all future owners of the above-described property or of portions thereof. This declaration is designed for the purpose of keeping the above-described property desirable, uniform and suitable in design and use as hereinafter specified, and to insure the uniformity of improvements and the beauty and value of the property subject to these restrictions.

The restrictions hereinafter set forth are imposed on and intended to benefit and burden every parcel or tract in and of the above described land.

1. The property hereinabove described and which is the subject of this declaration comprises approximately 105 acres. No portion of said property shall be sold, conveyed or transferred except in one or more rectangular tracts of five (5) acres, more or less, each, or in multiples thereof, according to the plan shown on the attached drawing by McLaughlin Engineering Co. dated April 1971, marked "Sarasota-Manatee Ranchettes", which drawing is made a part of this declaration. Each such five-acre portion is hereinafter referred to as a "tract".

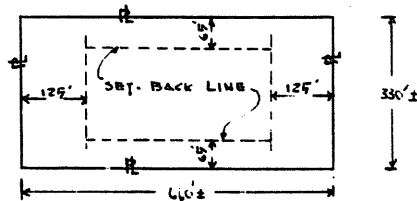
2. No use shall be made of any tract or portion thereof except for residential purposes only.

3. No building or structure of any kind whatsoever other than a single-family residence, garage and barn shall be erected or placed on any of the property subject to this declaration. Not more than one such single-family residence, garage and barn shall be erected or placed upon any tract shown upon the drawing hereunto annexed. Provided, however, nothing herein contained shall be construed to prevent the use as one building site of more than one tract. No trailer, basement, shack, garage, barn or other out-building erected on a tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Map 554  
OR 904/1042  
Non-Conforming Sub.

4. All improvements and residence buildings and appurtenant garages are to be made and completed in accordance with the Building Code of Sarasota County, Florida.

5. No building shall be located nearer to the end lines or side lines of the tract than the building set back lines of 65 feet and 125 feet, thus:



6. All tracts shall be subject to an annual charge in such an amount as will be fixed by Declarant, its successors and assigns. Until three full years from the date of this declaration (to-wit: until February 1, 1974), said annual charge shall not exceed fifty dollars (\$50.00) per tract. The assigns of Declarant may include a property owners' association, to be known as "Sarasota-Manatee Ranchettes Association, Inc.," which may hereafter be organized, and in case such an association is organized the sums in this paragraph provided for shall be payable to such association. The owner or owners of each tract shall pay this charge to Declarant, its successors or assigns on the first day of March in each and every year, and further, said charge shall on said date in each year become a lien on the land and shall continue to be such lien until fully paid. Such charge shall be payable to Declarant or its successors or assigns, and shall be devoted to maintenance of roads and roadways, installation and maintenance of public utilities such as public lighting, sewers and drainage, and such other public purposes as shall from time to time be determined by Declarant, its successors or assigns. Acceptance by any person, firm or corporation of a deed to any portion of the property subject to this declaration shall vest in Declarant, its successors and assigns, the right and power to bring all actions against the owner of the premises or any part thereof for the collection of such charge and to enforce the aforesaid lien therefor.

7. All property and improvements shall at all times be maintained by the owner(s) thereof in sightly condition and appearance. Should an owner breach this restriction, reasonably necessary corrective and remedial measures may be taken at the option of Declarant, its successors and assigns, and the costs and expenses thereof shall constitute a lien on the tract or tracts involved.

8. There shall be no mobile home units, housetrailer or similar vehicles placed on any tract for use as a residence or for business purposes.

9. No unsightly fences or walls, or fences or walls exceeding six (6) feet in height, shall be erected or maintained on any tract.

10. **PETS AND ANIMALS.** The usual household pets, horses and cattle may be maintained on the premises; but no pets or animals of any kind shall be maintained for commercial purposes. No poultry may be kept or maintained.

11. No nuisance, or offensive, noisy, or illegal trade, calling, or transaction shall be done, suffered or permitted upon any tract.

12. No junked or derelict vehicles shall be permitted on any tract, nor shall there be permitted on any tract the repair, painting, or work of like nature, of automobiles or other equipment.

DECLARATION OF RESTRICTIONS  
AND  
RESERVATION AND GRANT OF EASEMENT

414683

The undersigned, METER & RHODES DEVELOPMENT CO., a Florida corporation, successor to VICTORIA PARK OF FLORIDA, INC., hereinafter called Declarant, fee owner of the following described real property:

The following described property lying and being in Sarasota County, Florida:

The N 1/2 of the NW 1/4 of the SE 1/4 and the SE 1/4 of the NW 1/4 of the SE 1/4 and the N 1/2 of the NE 1/4 of the SW 1/4 of the SE 1/4 and the N 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 and East 1/2 of the SE 1/4 of the SE 1/4 and the NE 1/4 of the SE 1/4 all in Section 25, Township 36 South, Range 20 East.

and

The following described property lying and being in Manatee County, Florida:

The N 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 30, Township 36, South, Range 21 east

hereby makes the following declarations as to limitations, restrictions and uses to which said property or tracts thereof, may be put, hereby specifying that these declarations shall constitute covenants to run with all of the land and shall be binding on all parties and persons claiming by, through or under them, and for the benefit of and limitations upon all future owners of the above-described property or of portions thereof. This declaration is designed for the purpose of keeping the above-described property desirable, uniform and suitable in design and use as hereinafter specified, and to insure the uniformity of improvements and the beauty and value of the property subject to these restrictions.

The restrictions hereinafter set forth are imposed on and intended to benefit and burden every parcel or tract in and of the above described land.

1. The property hereinabove described and which is the subject of this declaration comprises approximately 105 acres. No portion of said property shall be sold, conveyed or transferred except in one or more rectangular tracts of five (5) acres, more or less, each, or in multiples thereof, according to the plan shown on the attached drawing by McLaughlin Engineering Co. dated April 1971, marked "Sarasota-Manatee Ranchettes", which drawing is made a part of this declaration. Each such five-acre portion is hereinafter referred to as a "tract".

2. No use shall be made of any tract or portion thereof except for residential purposes only.

3. No building or structure of any kind whatsoever other than a single-family residence, garage and barn shall be erected or placed on any of the property subject to this declaration. Not more than one such single-family residence, garage and barn shall be erected or placed upon any tract shown upon the drawing hereunto annexed. Provided, however, nothing herein contained shall be construed to prevent the use as one building site of more than one tract. No trailer, basement, shed, shack, garage, barn or other out-building erected on a tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Map 554  
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Non-Conforming Sub.

13. **ENFORCEMENT.** Declarant, its successors and assigns, and every person hereafter having any right, title or interest in any tract shall have the right to prevent or stop violation of any of the restrictions contained in this declaration, by injunction or other lawful procedure, and to recover any damages resulting from such violation, together with costs and reasonable fees of attorneys.

Failure by Declarant or any tract owner to enforce any restriction or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

14. **ROAD EASEMENT.** All tracts in the property subject to this declaration are subject to a twenty-five (25) foot roadway reservation, as shown on the drawing by McLaughlin Engineering Co. dated April 1971, marked "Sarasota-Manatee Ranchettes".

The roadway reservation shall constitute an easement appurtenant, for the use of all tract owners, their guests and invitees; and all tract owners are hereby granted the use of such easement.

15. **DURATION.** The restrictions herein contained shall be and continue in force for a period of twenty-one (21) years from the date hereof. At the end of twenty-one years, they shall automatically be renewed for one additional twenty-one (21) year period; provided, however, that upon the expiration of the first 21-year period the record owners of a majority of the tracts may terminate these restrictions by signing and recording in the proper offices an instrument evidencing such agreement and action.

16. In the event any condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any of the other provisions and restriction in this declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed by its authorized officers and its corporate seal affixed, this 1st day of February, 1971.

METER & RHODES DEVELOPMENT CO.  
(successor to Victoria Park of Florida, Inc.)

(Corporate Seal)

Attest: A. S. Hage  
Secretary

By: N. H. Hall  
President

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME personally appeared NEVIN H. NORDAL and AUDREY A. S. HAGE, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of METER & RHODES DEVELOPMENT CO., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 8<sup>th</sup> day of June, A. D. 1971.

My Commission  
Notary Public  
State of Florida at Large  
My commission expires: Nov. 13, 1974

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For

CLARON C. SCHAFER and LaNEA SCHAFER, husband and wife, owners and holders of a mortgage encumbering the lands described in the foregoing instrument, hereby join in this Declaration of Restrictions and Reservation and Grant of Easement for the purpose of subjecting their mortgage on the subject lands to the restrictions hereinabove imposed and the reservation and grant of easement hereinabove described.

IN WITNESS WHEREOF said mortgagees have hereunto set their hands and seals at Sarasota, Florida this 1st day of February, 1971.

WITNESSES:

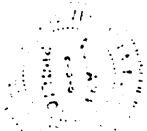
Virginia M. Norris  
Trish V. Ritt

Claron C. Schaffer  
CLARON C. SCHAFER  
LaNea Schaffer  
LaNEA SCHAFER

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME personally appeared CLARON C. SCHAFER and LaNEA SCHAFER, husband and wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30<sup>th</sup> day of JUNE, A. D. 1971.



Virginia M. Norris  
Notary Public  
State of Florida at Large  
My commission expires: 02/05/73

This instrument was prepared by  
William M. Erwin, Attorney at Law  
201 S. E. Strand Street  
Fort Lauderdale, Florida 33301

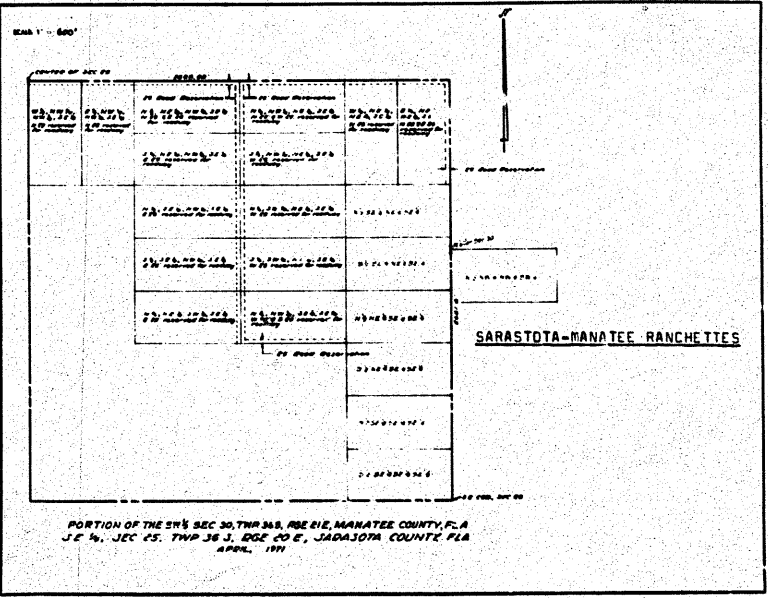
RETURN TO:  
LAW OFFICE OF  
WILLIAM M. ERWIN  
201 S. E. Strand Street  
Fort Lauderdale, Florida 33301

Form with fields for recording information, including a section labeled 'PORTION OF J.C. No. J.C.' and a 'FILED' stamp area.

Return to:

OFF. REC. 904 PG. 1046

McLAUGHLIN ENGINEERING CO.  
ENGINEERS ARCHITECTS



Return to:  
LAW OFFICE OF  
WILLIAM M. ERWIN  
201 S. E. Second Street  
FL. LAUDERDALE, FL. 33301

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FILED AND RECORDED  
SARASOTA COUNTY, FLA.

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WHI corporation bearing date Clerk of the in Official 1 Circuit Cou Records. Be and LaNEA mortgages secure the and no/100

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Signed, seal the presence

*Virginia*

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WILLIAM M. ERWIN  
201 S. E. Second Street  
FL. LAUDERDALE, FL. 33301

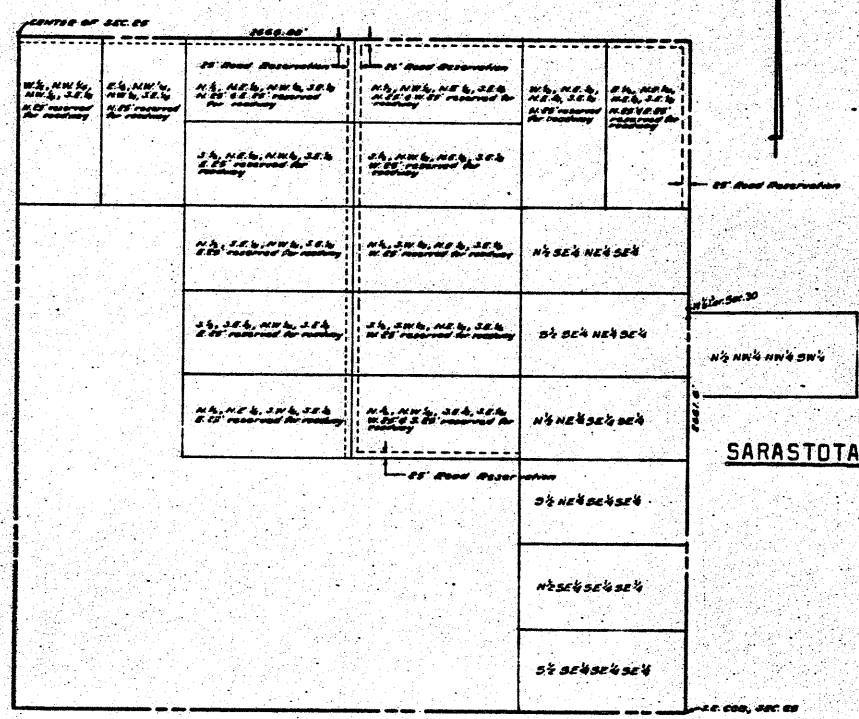
# NON-CONFORMING PLAT FILE

OFF. REC. 904 PG 1046

400 N.E. 2ND AVENUE  
FORT LAUDERDALE, FLORIDA

McLAUGHLIN ENGINEERING CO.  
ENGINEERS - SURVEYORS

SCALE 1" = 600'



PORTION OF THE SW 1/4 SEC. 30, TNR 36 S, RGE. 21 E, MANATEE COUNTY, FLA.  
S.E. 1/4, SEC. 25, TWP 36 S, RGE. 20 E, SARASOTA COUNTY, FLA.  
APRIL, 1971

FIELD BOOK No. \_\_\_\_\_  
JOB ORDER No. \_\_\_\_\_

FILE No. \_\_\_\_\_

DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

Return to:  
LAW OFFICE OF  
WILLIAM M. ERWIN  
201 S. E. Second Street  
FL. Lauderdale, Fla. 33301

JUL 1 2 37 PM '71  
FILED AND RECORDED  
ROBERT W. ZINN, CLERK  
SARASOTA, CO., FLA.

414683 -5-