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This Instrument Prepared by  
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 STUART, FLORIDA 33494

RESTRICTIVE COVENANTS, RELATING TO CRANE  
 CREEK COUNTRY CLUB, PHASE II, PLAT  
 BOOK 7, PAGE 28, MARTIN COUNTY,  
 FLORIDA, PUBLIC RECORDS

NORTH TRAIL GOLF CLUB, INC., a Florida corporation, hereinafter referred to as the Grantor, as the owner of the fee simple title to those certain lands platted as CRANE CREEK COUNTRY CLUB, Phase II, Plat Book 7, Page 28, Martin County, Florida, public records, does hereby, on the 10th day of October, 1977, impose the following restrictive covenants upon the aforescribed lands for purposes, uses and benefits, and subject to the reservations and conditions hereinafter more particularly set forth, viz.:

1. All lots in the aforesaid subdivision shall be used for single family residential purposes only.
2. All residences in said subdivision shall have a minimum of two thousand (2,000) square feet of floor space to be utilized as living area. Said minimum living area floor space shall be computed without reference to the area of any attached or separate, private garage, patio, utility room or guest house.
3. The main roof of the dwelling shall have a pitch of not less than 4 in 12. The pitched roof area shall be covered either with cement shingles or wood shingles; an exception hereto may be allowed by the Grantor, its successors or assigns, in writing, upon inspection of the construction plans for compatibility with other structures in the area. Exceptions for use of other materials will be considered only in the case of a roof with a distinctive and/or unusual design.
4. The exteriors of all family residences shall be at least forty (40%) percent frame, brick, stone or fixed glass.
5. Plans and specifications for all structures to be erected on the subject land shall be compatible with other homes and buildings in the subdivision; and such plans and specifications, together with a plot plan, shall be submitted in advance to the Grantor, its successors or assigns, and approval thereof shall be obtained in writing before any work on said structures shall commence. The Grantor, its successors or assigns, shall have, in all cases, the right to determine and designate the building lines and lot placement of any and all buildings, septic tanks and wells necessary to conform to the general plan of the subdivision; and the judgment and determination of the Grantor, its successors or assigns, in the matter shall be final and binding.
6. No out building, garage, shed, tent, trailer or temporary structure of any kind shall be erected, constructed or permitted to be placed on the lands herein conveyed prior to the commencement of construction of a permanent residential structure, nor shall the same be used for temporary or permanent residential

purposes. No trucks, trailers, boats, or habitable motor vehicles shall be kept on a residential lot unless the same is in a storage area with adequate side shielding to create concealment. No habitable motor vehicle shall be used for temporary or permanent residential purposes. All laundry and clothing placed outside to air or dry shall be screened or enclosed in an area affording effective concealment from the street and/or other lots in the subdivision.

7. All garbage and trash containers, oil tanks, water pumps and tanks, and bottled gas tanks shall be placed underground or in walled-in area or areas absolutely screened by shrubbery so that they shall not be visible from the street and/or other lots in the subdivision. No unsightly structures shall be permitted for this purpose.

8. No removal of trees, clearing (other than removal of underbrush) or building shall be done in the restricted areas of the subdivision lots, except as hereinafter provided. The restricted areas shall include the area within fifty (50) feet of the golf course and ninety (90) feet of the centerline of any creek. Trees may be removed with the permission of the Grantor, its successors or assigns, in writing.

9. No unsightly growth or debris shall be permitted to grow or remain upon the premises herein conveyed; and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; in the event that the Grantee, or his assigns, shall fail or refuse to keep the premises free of refuse piles or other unsightly growths or objects, then the Grantor, its successors or assigns, may enter upon the said premises and remove the same at the expense of the owner, and such entry shall not be deemed to be a trespass. During the course of construction upon any of the subject lands, all building materials shall be kept in a neat and orderly manner and no unsightly accumulation of material or refuse shall be suffered or permitted.

10. The Grantor, its successors or assigns, reserves the right to place pipes or wires within ten (10) feet of the boundaries of any lot, and shall always have the right for itself, its successors or assigns, as and when may be most convenient to it, to enter on said lot for the purpose of erecting, fixing, building, examining, maintaining or repairing such pipes, conduits, electric lights, telephone posts and wires, drainage pipes or swales, and other public services as in its opinion may be desirable or necessary to place on the ten (10) foot strip herein referred to; provided, however, that nothing herein shall be construed to permit the division or bisection of any one owner's contiguous parcel of land by such ten (10) foot strip, when such contiguous parcel consists of parts of more than one recorded lot.

11. Animals as hereinafter provided are permitted on any lot in Crane Creek Country Club for the non-commercial personal use, pleasure and service of the occupants of such lots. Those animals specifically permitted are cats and dogs; specifically excluded are horses, cattle, goats, pigs, fowl and other farm animals. Any animal kept outside the residence on any lot shall be maintained in a location that does not constitute or create a nuisance or disturbance for the owners of other lots in the subdivision. Dogs shall be fenced or on a leash and at all times under the control of the owner. The raising, breeding or maintaining of any animal, bird or fowl for commercial purposes is prohibited.

12. No nuisance of any kind or character shall be erected, constructed, suffered, permitted, committed, maintained, used or operated on the premises herein conveyed or any other lot in the subdivision.

13. No sign of any character shall be erected, pasted, posted or displayed upon or about any lot or part of any lot within the subdivision without the written permission of the Grantor, its successors or assigns, which shall have the right in its absolute discretion (a) to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs, and (b) summarily to remove and destroy all unauthorized signs within said subdivision.

14. All sewage within the subdivision shall be treated by septic tank, the construction of which shall be in accordance with the laws, rules and regulations of the public authorities having jurisdiction of the same.

15. No more than twenty five (25%) percent of any lot shall be cleared without the consent of the Grantor, its successors or assigns. The Grantor, its successors or assigns, may grant exceptions; but such exceptions shall be granted only for an unusual or special use of the lot in question.

16. Violation or breach of any of the restrictions, conditions, covenants, or agreements herein contained shall give the Grantor, its successors or assigns, in addition to all other remedies, the right to enter upon the land on, or as to which, such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any structure, construction, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Grantor, its successors or assigns, shall not there'ly be deemed guilty in any manner of trespass for such entry, abatement or removal.

17. Lots within the subdivision may not be subdivided into smaller residential lots; and guest houses shall not be conveyed separate from the main residence, nor shall guest houses have separate electrical meters. This provision of this Paragraph 17 shall be for the benefit of Martin County, Florida, and may be enforced by said County.

18. The provisions herein contained shall run with and be binding upon the land herein conveyed and shall inure to the benefit of and be enforceable by the Grantor, its successors and assigns, or the owner of any other lands within its subdivision; and failure by the Grantor, its successors or assigns, or any land owner, however long continued, to object to any violation or to enforce any restrictions, conditions, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or breach thereof or as to a violation or breach occurring prior or subsequent thereto. Any expenses incurred in enforcing the provisions herein contained, including reasonable attorneys fees, shall be paid by the party who has violated or breached such restrictions, conditions, covenant or agreement.

19. The restrictions, conditions, covenants, charges, easements and agreements, contained herein, shall continue in full

force and effect unless modified hereinafter provided, until January 1, 1997. Thereafter, they shall be extended, as they may be modified from time to time, for successive periods of ten (10) years each, unless prior to the end of the original or any such extended term an appropriate instrument in writing signed by the then owner or owners of a majority of the lots in said subdivision, together with the Grantor, its successors or assigns, shall consent to the termination of same. Such instrument shall be recorded in the public records of Martin County, Florida, and shall be executed with the same formality as that required of a deed to real property. The effective date of the termination shall be specified in such recorded instrument.

20. The Grantor, its successors or assigns, reserves the right to assign to any one or more persons, firms, corporations or associations, either public or private, all of the rights, powers, charges, title, trusts and estates reserved or created in or given to it in these restrictions, covenants, conditions, easements and agreements. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing consent to the acceptance of the rights, powers, duties and obligations set forth herein; and, such assignee or transferee shall thereupon have the same rights, powers and duties, and be subject to the same obligations, as are herein given to and assumed by the Grantor, which shall thereupon be released therefrom and from any and all further responsibilities or duties hereunder.

21. The Grantor, its successors or assigns, hereby expressly reserves the right in its absolute discretion, at any time, to annul, waive, change, modify, amplify or abolish any of the restrictions, conditions, covenants, agreements, easements or provisions contained in this schedule as set forth in Paragraphs 1 through 16, inclusive, as to any lot, lots, parcels or parts of said subdivision then owned by the Grantor without the necessity of the consent or joinder of any other owner of lands within said subdivision. The Grantor, its successors or assigns, further expressly reserves the right at any time to annul, waive, change, modify, amplify or abolish any of the restrictions, conditions, covenants, agreements, easements or provisions contained in Paragraph 1 through 16, inclusive, of this schedule as to any lot, parcel or properties not then owned by it in the subdivision with the consent of the majority in number of the then owners of all of the lots in the subdivision. In computing the majority, each lot shall be viewed as one entity, irrespective of the number of its owners.

IN WITNESS WHEREOF, North Trail Golf Club, Inc. has caused this instrument to be executed, and its corporate seal hereto affixed, by its duly authorized officer, this 20th day of October, 1977.

(Corporate Seal)

NORTH TRAIL GOLF CLUB, INC.

By [Signature]  
Its President

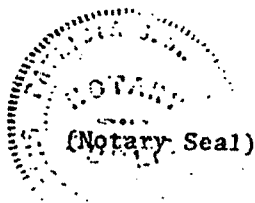
Signed in the presence of:

[Signature]  
Patricia S. B...

STATE OF FLORIDA )  
                          :  
COUNTY OF MARTIN )

Before me personally appeared ARTHUR M. YOUNG to me well known to be the President of NORTH TRAIL GOLF CLUB, INC., a Florida corporation, the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation executed the same; and then and there the said ARTHUR M. YOUNG did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority duly vested in said officer by the Board of Directors of said corporation.

WITNESS my hand and official seal this 20th day of October, 1977.



Patricia S. Brooks  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 2, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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10-18-77