

DECLARATION OF PROTECTIVE COVENANTS

COVERING

Lots 1 through 64, both inclusive, PERDIDO KEY COVES, Unit No. 1, a subdivision of a portion of Section 32, Township 3 South, Range 32 West, Escambia County, Florida, per plat recorded in Plat Book 7 at page 26 of the Public Records of Escambia County, Florida.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, protective covenants for the above-referenced property were recorded in Official Records Book 384 at Page 986, of the Public Records of Escambia County, Florida, and

WHEREAS, the protective covenants were amended by the certain amendment recorded in Official Records Book 398 at Page 278, and

WHEREAS, the protective covenants were superseded, amended, codified and restated by the certain Codified Declaration of Protective Covenants ("the Codified Declaration") dated March 12, 1969, and,

WHEREAS, the Codified Declaration was recorded in Official Records Book 436 at Page 647 of the Public Records of Escambia County, Florida, and

WHEREAS, the Developer of Perdido Key Coves, Carriage Inn, Inc., sold and conveyed real property subject to the covenants, conditions and restrictions set forth in the protective covenants and the Codified Declaration, said real property being described in the Codified Declaration as:

Lots 1 through 64, both inclusive, PERDIDO KEY COVES, Unit No. 1, a subdivision of a portion of Section 32, Township 3 South, Range 32 West, Escambia County, Florida, per plat recorded in Plat Book 7 at page 26 of the Public Records of Escambia County, Florida.

WHEREAS, the Owners who purchased lots subject to the Codified Declaration desire to revitalize the Codified Declaration of Protective Covenants, recorded in Official Records Book 436 at Page 647, and

WHEREAS, this revitalized Declaration is made pursuant to Florida Statutes Chapter 720, Part III, Covenants Revitalization, for the purpose of reviving the Codified Declaration and as provided for in Chapter 720.

NOW, THEREFORE, the Owners declare that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. **Use Restriction.** All of said lots shall be known, described, used and occupied as residential lots only. No structures shall be erected, altered, placed or permitted to remain on any residential building site other than a single-family dwelling not to exceed three (3) stories in height and a private garage attached to the main dwelling for automobiles and a servant's room, tool room and laundry attached to the ground floor of the garage. A detached garage or detached boat house may be allowed, if approved by the architectural control committee or the architect designated by said architectural control committee.

2. **Minimum Size of Residence.** No one-story residential structure shall be erected or placed on any residential site with the ground floor living area exclusive of open porches, carports and garages, of less than one thousand two hundred-fifty (1,250) square feet, and no residential structure of more than one (1) story in height, exclusive of open porches, carports and garages shall have a ground floor area of less than seven hundred-fifty (750) square feet and a total floor area of less than one thousand, two hundred-fifty (1,250) square feet. This restriction shall not preclude the first floor being raised above ground level if approved by the architectural control committee.

3. **Setback Limitations.** No building shall be located on any residential site nearer than thirty (30) feet to any front lot line, or nearer than thirty (30) feet to any rear lot line, or nearer than ten (10) feet to any side line, or nearer than fifteen (15) feet to any side street line.

4. **Building Plans and Construction.**

(a) No building shall hereafter be erected, placed, or altered on any residential site until the design, location, plans, specifications, and plot plan showing the location of such building or alterations have been approved in writing by the architectural control committee or an architect duly appointed by said committee in writing. In the event the design, location, plans, specifications, and plot plan showing the location of such building or alterations are not approved or disapproved within thirty (30) days after having been submitted to the committee or architect, or in any event, if no suit to enjoin the erection of said building or the making of such alterations thereto has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be described to have been fully complied with.

(b) No trailer, house trailer, basement, tent, shack, garage, barn or other outbuildings erected on any residential site in said subdivision 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.

(c) No fences, other than ornamental fences, shall be permitted, with the provision that said ornamental fences must be approved by the architectural control committee or its architect prior to erection of said fence; but with further provision that in the event a swimming pool is constructed on the premises, said pool shall be fenced in accordance with applicable State laws.

(d) In the construction of any dwelling on any residential site, galvanized or stainless nails or fasteners shall be used. Solid bronze hardware is recommended due to saltwater exposure.

5. **Nuisance, Trash and Animals.**

(a) No person shall have, keep or maintain on any of said lots in the subdivision any fowl or animals, domestic or otherwise, except dogs and cats. No more than two (2) dogs per residence shall be permitted and such shall not be permitted to run at large.

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

(c) None of said lots in said subdivision or any building erected thereon shall at any time be used for the purpose of carrying on any trade, profession, business, manufacturing process or public amusement.

6. **Utility Services.** No above ground wiring for telephone and electric power shall be permitted.

7. **Residential Site.** A single lot or each side of a lot subdivided for a duplex in said subdivision shall comprise one (1) residential site, although the owner of one or more lots in said subdivision, or of a single lot and part of another lot or lots, may elect to treat same as one residential site.

8. **Canals.**

(a) No boat house or shed, boat landing platform, dock, wharf, or other structure shall extend more than 25% of the width of the canals into or upon the canals shown on the plat of said subdivision. The design of said structure shall be approved by the architectural control committee or the architect designated by the said architectural control committee.

(b) No owner, person, or occupant shall build any boat house, shed, wharf or other structures which shall adversely affect the free use of any canal or other water frontage in or adjoining said subdivision, or do any act, build any structures, or permit any act, which will interfere with, impede or restrict the free use of any canal or other water frontage in or adjoining said subdivision, to the end that said canal and water frontage shown in and adjoining said subdivision shall be open to the free use of the boats in and upon the same. The architectural control committee shall have the sole authority to interpret this restriction. Approval in writing of a structure by the committee shall be an irrevocable interpretation of this restriction.

(c) Each owner shall maintain the seawall or bulkhead on his lot in a good state of repair, shall maintain in a good state of repair any boat house, shed, wharf or other structure permitted to abut the seawall or bulkhead and to extend into adjoining canal or waters, and shall

be responsible for preventing any sand, debris or other trash or other polluting matter from the lot of the owner being placed in the canal waters abutting said property, to the end that said canal and water frontage shall be open to the free use and enjoyment of the owners of the property in the subdivision and of the boats operating in and upon said waters.

(d) The owner of each lot shall be responsible for keeping the seawall or bulkhead line, as established, in effect as to said lot.

(e) Perdido Key Coves Maintenance Association, Inc., ("the Association") shall be responsible for the maintenance of the canals between the seawalls or bulkheads with authority to assess abutting lots for costs of maintenance or the improvements of said canals.

9. **Duration of Restrictions.** The agreements, covenants, restrictions, and conditions herein contained shall constitute an easement and servitude in and upon the lands in the above-described subdivision running with the land and shall be deemed for the benefit of all the land in the subdivision: and shall be and remain in full force and effect for a period of thirty (30) years from the date this Declaration is recorded unless by vote of two-thirds of the voting interests of the then owners of the residential lots in said subdivision, it is agreed to modify or amend them in whole or in part. The Association may file for record a Notice to pursuant to Florida Statutes section 712.05, as may be amended, to protect these covenants from extinguishment at any time during the 30-year period.

10. **Architectural Control Committee.**

(a) The architectural control committee shall consist of not more than three (3) members. In event of the death or resignation of any of the members of the said committee, and until such vacancy has been filled, then the remaining member or members shall have full authority to approve or disapprove the designs or locations within thirty (30) days after such plans and specifications have been submitted to it. The majority of the owners of lots in the subdivision shall fill any vacancy on said committee due to death or resignation of a member as well as authority to replace any member. Neither the members of such committee nor its designated architect shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated architect ceases on or after twenty (20) years; thereafter the approval described in this covenant shall not be required, unless, prior to said date

and effective thereon, a written instrument shall be executed by the then owners of majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

(b) The approval of a majority of the committee is necessary.

(c) The architect designated by the committee shall be appointed in writing and shall serve at the will of the committee.

(d) The duties of the committee and the duly designated architect are as set forth in this instrument.

11. **Remedies for Violations.**

(a) If any owner or occupant of any said lots shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for the Association for any other person or persons owning any real property situated in said subdivision, above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and conditions to either prevent such person or persons from violating said covenants and restrictions or to recover damages or other dues for such violations; provided, however, no violation or attempted violation shall ever work or constitute any forfeiture or reverter of title.

(b) The invalidation by any Court of competent jurisdiction of any of the protective and restrictive covenants herein contained shall in no way affect any of the other such covenants, but the remaining covenants shall remain in full force and effect.

12. **Additional Restrictions.** The owners of any lots in the subdivision may include in any contract or deed hereafter made, any additional restrictive covenants and the architectural control committee, in its sole discretion, may modify, amend or add to the protective and restrictive covenants applicable to said subdivision; provided, that any such additional restrictive covenants or modification or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the said subdivision nor affect the rights and powers of any such mortgagee.

13. **Use of Clay Prohibited.** No clay or similarly colored substance shall be used as a base or as surface material for driveways, roadways or alleyways or will be used as topsoil in yards, grass plot areas or otherwise.

14. **Subdivision Lighting.** Perdido Key Coves Maintenance Association, Inc., shall be responsible for having the original installation of street lighting throughout the above subdivision and shall be responsible for the maintenance of said outdoor street lighting, with authority to assess abutting lots for the costs of maintenance or the improvements of said outdoor street lighting.

15. **Electric Distribution System.** No overhead electric distribution system shall be erected or permitted within the subdivision, and the rights of the owners and occupants of the subdivision and of the public, in and to the streets, alleys, parks and public ways shall be subject to a paramount right to Florida Power and Light: its successors and assigns, to utilize the said streets, alleys, parks and public ways for the construction, repair, maintenance and operation of a single-phase underground electric distribution system; and no owner or occupant of any of the property within the subdivision shall so use or occupy his property as to obstruct or interfere of said electric with the construction, repair, maintenance or operation of said distribution system.

IN WITNESS whereof, the undersigned as President and Secretary of Perdido Key Coves Maintenance Association, Inc. hereunto set their hands and seal this ____ day of _____, 20____ and by execution hereof do certify that the foregoing Declaration of Protective Covenants, for Perdido Key Coves, was duly approved and adopted by the requisite number of the Owners of Lots in Perdido Key Coves.

_____, as _____
Perdido Key Coves Maintenance Association, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned notary public, by means of [] physical presence or [] online notarization, the foregoing was executed by _____, as _____ of Perdido Key Coves Maintenance Association, Inc., who is personally known to me or produced _____ as identification and executed the above on this _____ day of _____, 20__.

NOTARY PUBLIC

Printed Name: _____

Commission No.: _____

Commission Expires: _____

_____ as _____
Perdido Key Coves Maintenance Association, Inc.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before me, the undersigned notary public, by means of [] physical presence or [] online notarization, the foregoing was executed by _____, as _____ of Perdido Key Coves Maintenance Association, Inc. who is personally known to me or produced _____ as identification and executed the above on this _____ day of _____, 20__.

NOTARY PUBLIC

Printed Name: _____

Commission No.: _____

Commission Expires: _____