

## **DEED RESTRICTIONS**

### **DECLARATION OF RESTRICTIONS**

#### **PRAIRIE CREEK PARK**

**WHEREAS, PUNTA GORDA ISLES, INC., A Corporation under the laws of the State of Florida, hereinafter called the Grantor, is the owner in fee simple of the following described subdivision situated in Charlotte County, Florida, to-wit**

**All lots in Blocks  
B-1 through B-19 and the  
Common Area  
designated A of PRAIRIE  
CREEK PARK  
SUBDIVISION, according  
to the plat thereof  
as recorded in Plat Book  
13 Pages 33A through  
33S of the Public  
Records of  
Charlotte County, Florida.**

**AND it is the desire of said Corporation that uniform restrictive covenants and restrictions upon the use and type of building and development of the above described land be set forth herewith:**

**NOW, THEREFORE, in accordance with the law, PUNTA GORDA ISLES, INC., (Grantor) does hereby establish the following restrictions on the above described land which said restrictions shall run with the land.**

#### **RESIDENTIAL USE-SINGLE FAMILY**

**The lot(s) aforementioned in said Subdivision, including all lots enlarged or recreated shifting or relocation of boundary lines, shall be used for single family residential purposes only, said single family to be maintained in single family dwelling houses as provided in Paragraph 4 hereof. Only one residence shall be erected on a lot. A construction shed may be placed on the lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings, tents or mobile homes may be moved on the lot.**

#### **NO TRADE, BUSINESS, PROFESSION, ETC.**

**No commercial trade, business, profession, light or heavy industry, or any other type of activity for profit shall be conducted on any of the afore-described land without the express prior written consent of the Grantor, provided, however, an owner of a lot may**

rent said property for residential purposes and for single family use.

#### **LAWNS AND LANDSCAPING**

No parking strips, drives, or paved areas are to be allowed except as approved on the plot plan of the plans and specifications. Upon the completion of the building(s) on the above mentioned land the lawn area within 50 feet of each building shall be completely sodded, sprigged or seeded with grass and a watering system capable of keeping this grass sufficiently irrigated shall be installed, it being Grantor's intent that the lawn area shall be uniformly green, luxuriant and well kept.

A comprehensive landscaping plan of an area not less than 5 feet from each side of any building shall be submitted to the Grantor for its approval and a sufficient number of trees and shrubs of sufficient size shall be shown thereon in a design which shall be commensurate with the development of high grade residential property. Said landscape plan after approval by the Grantor, in writing, shall be built and installed by the Grantee. Refusal of approval of said landscaping plan may be made by the Grantor based on purely aesthetic grounds which in the sole and uncontrolled discretion of the grantor shall seem sufficient.

A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not installed in accordance with the landscaping plans, Grantor may, at its discretion, enter upon the said land and rearrange, remove or install said landscaping and make a reasonable charge for so doing and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida.

#### **APPROVAL OF PLANS, SPECIFICATIONS, AND LOCATION OF BUILDINGS BEFORE CONSTRUCTION**

No dwelling, house, or other house or structure shall be erected on the afore-described property until the plans and specifications, including the site plan, have been submitted to and approved by Grantor and a written permit issued therefor. Construction requirements and specifications may include (but are not limited to) the following: Minimum roof pitch three to one, concrete, macadam or gravel driveways, outside building colors subject to approval. Prior to approval of plans, written approval must be obtained from the Grantor for use of the building contractor to be employed in the construction of the above mentioned building(s) or other structures.

Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities. Said building contractor shall, in addition, be required to post a performance and completion bond for the full amount of the work as shown on the plans and specification so as to insure against the possibility of partially completed buildings marring the beauty of the above mentioned land. The aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and wording approved by the Grantor. The Grantor may, at its discretion, bond the construction in lieu of the above said bonding company.

Refusal of approval of plans, specifications and locations of building(s) by the Grantor may be based on any ground, including purely aesthetic grounds which the sole and uncontrolled discretion of the Grantor seem sufficient. No alterations in the exterior appearance of the above building or structure shall be made without approval of the Grantor in writing. The provisions herein contained shall apply equal to repair, alterations, or modifications made in the above building(s).

The Grantor reserves the right (but not the obligations) to, from time to time, inspect the building construction as it proceeds in order to assure itself that the building is constructed according to the plans and specifications and if it should occur that said inspections show that this is not the case, then a letter shall be addressed to the contractor with a copy to the owner setting forth said objections to construction and forthwith the work on said construction shall stop and abate until said objections have been complied with and settled.

There shall be no construction signs displayed except those that may be required by law.

The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor from enforcing these provisions.

#### **SETBACK AND MINIMUM SQUARE FOOT AREA**

The ground floor area of a residential structure, exclusive of porches and garages and the like, shall be not less than 1,500 square feet of living area.

Pursuant to a general plan for the protection and benefit of all the property in Prairie Creek Park Subdivision, and of all persons who may now or hereafter become owners of any part of the subdivision, each lot hereinbefore described is subject to the following condition and restriction.

No portion of any house appurtenance, or out building shall be less than 50 feet from the front line of any lot. 50 feet from the rear

lot easement line of any lot, or 15 feet from the side line of any lot.

#### **METHOD OF DETERMINING SQUARE FOOT AREA**

The method of determining the square food area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, carports, porches and the like, shall not be taken into account in calculating the minimum square food area as required by this restrictive covenant.

#### **LOT AREA AND WIDTH AND SPECIAL CASES**

A dwelling may be erected or placed on any lot as shown on the aforementione3d recorded plat.

Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out herein except that variations maybe authorized by the Grantor at the time plans for building are submitted and a copy of such plans including the plot plan, will be kept on file by the Grantor to establish the setback line as approved.

#### **CENTRAL WATER SYSTEM**

If the Grantor or any Federal, State or local governmental agency requires that a central water distribution and treatment plant, be made available for the benefit of the afore described land, the applicant , purchaser, optionee, lessees, or grantee, whichever the case may be, shall subscribe for the use of said water distribution system, which may include a water treatment plant, and upon installation of said water treatment system, the purchaser shall pay unto the Grantor its successors or assigns, or governmental authority, installing same, or private utility corporation or association installing same, a water availability charge and fee for each lot being purchased or leased by the applicant, purchaser, optionee, lessee, grantee, whichever the case may be, promptly upon the posting of a performance or completion bond with the proper and applicable governmental authority for installation of the water system or upon the issuance of appropriate governmental resolution, or upon the signing of a contract for the installation of the said water system, or upon the commencement of construction of the main water system, whichever event shall first occur. The aforesaid restriction and covenant shall be a covenant running with the land.

It is further covenanted that the aforesaid obligation for the payment of the initial availability charge and fee shall be secured by and constitute a lien against the lot or lots being purchased or

leased by the applicant, purchaser, optionee, lessee or grantee, until the same shall be paid as herein provided. This lien shall be enforceable in the manner provided by the laws of the State of Florida, including but not limited to, the Mechanics Lien Law. The aforesaid restriction and covenant shall be a covenant running with the land.

#### **ANIMALS**

No animals, birds or reptiles of any kind shall be kept, bred or maintained for a commercial purpose. No animal, bird, or reptile shall be kept in such a manner as to constitute a nuisance. Only one horse per each acre of land in a lot shall be kept by a lot owner.

#### **DRILLING OIL, ETC.**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the aforementioned lands, nor shall oil wells, tanks, mineral excavations or shafts be permitted upon or in the aforementioned lands. No machinery, appliance or structure shall be placed, operated or maintained upon the afore described lands in connection with such activity.

#### **NUISANCES**

No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done on any lot that may be or may become an annoyance or a nuisance to the neighborhood.

#### **GARBAGE CONTAINERS**

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be unsightly and visible from the adjoining properties.

#### **CLOTHES DRYING AREA**

No outdoor clothes drying shall be allowed except on the side and rear yard of the lot and in that case shall be shielded from view through the use of shrubbery.

#### **SIGNS AND DISPLAYS**

No sign of any kind shall be displayed to the public view on any lot except on sign of not more than 12" X 18" in size advertising the property for sale or for rent, provided, however, that Grantor may permit a sign to be erected, in its sole discretion, if the placement, character, form and size of said sign be first approved in writing by Grantor.

#### **EASEMENTS**

Grantor, its successors or assigns, has the right to locate, erect, construct, maintain and give or authorize the location, erection,

construction, maintenance and use of drains, storm sewers, water mains, electric and telephone poles and lines and other utilities over or under a ten foot right-of-way easement (1) within and adjacent to any public or private road right-of-way, and (2) along all lot lines including front, back and side of each of the afore described lots.

#### **MAINTENANCE**

All building(s) and other structures shall be maintained in a like-new condition and shall be kept freshly painted. The color of paint shall not be changed without the written consent of the Grantor.

No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All landscaping including the grass shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well-formed shall be promptly replaced and should the Grantee fail to keep premises in the afore described condition then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the afore stated.

#### **NO TEMPORARY BUILDING**

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor. Travel trailers, motor homes, and other recreational vehicles may be placed upon any of the afore-described lots for overnight occupancy but shall not remain on said lot longer than (7) days unless Grantor, its successors or assigns shall give prior written approval for a longer stay.

#### **WAIVER OF RESTRICTIONS**

The failure of the Grantor to enforce any building restrictions, covenant, conditions, obligations, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to breach or violation occurring prior to subsequent thereto.

#### **RIGHT OF GRANTOR**

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions for the purpose of

carrying out and completing the development of the property covered by these restrictions, including, but not limited to, completing any digging, filling, grading or installation of drainage, or underground utility. These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, beautification's or any other improvements. In this respect, the Grantor agree to restore said property to its condition at the time of said entry and shall have no further obligation to the applicant, purchaser, opinee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee or grantee, whichever the case may be.

#### **MEMBERSHIP**

Every lot owner shall be a member of the Prairie Creek Park Property Owners Association, Inc., hereinafter referred to as the Association, provided that:

Any person or entity holding any interest in a lot as a security for the performance of an obligation shall not be a member.

The Grantor shall in any event be a member of the Association, so long as it has any voting rights under Paragraph "C" of this Article.

Voting Rights. Until such time as the Grantor has deeded 75% of the total lots

included in the Subdivision of Prairie Creek Park, the Grantor shall have all of the voting rights of the Association and the other members and owners shall not be entitled to notice of or to vote at any meeting of members or to any other notice hereunder or to otherwise participate in any action taken under these restrictions.

Upon Grantor having so conveyed such lots, every lot shall be entitled to one vote which shall be cast by the owner every lot shall be entitled to on vote which shall be cast by the owner (including, without limitation, the Grantor) thereof. In the event that the owner of any lot is comprised of more than one person or entity, such persons or entities shall determine as between themselves ho the vote for such lot is to be voted but there shall never be any fractional voting within respect to any lot nor more than one vote per lot hereunder; and in the event said common or joint owners do not unanimously agree on how their vote shall be voted, the Association at its option may refuse to recognize such vote.

#### **COMMON AREA**



(1) "Common Area" shall mean and refer to those areas of land shown on subdivision plat of Prairie Creek Park as recorded in Plat Book 13 Pages 33A through 33S of the Public Records of Charlotte county, Florida, including, but not limited to, streets, bridges, roads, storm drainage facilities, lakes, canals and dikes, except that it shall not include (i) any platted lot unless the Association is the owner thereof, and (ii) any property which has been dedicated to and accepted by any public authority or body which has assumed the obligation to maintain the same.

It is the intent of the Grantor that the Common Area be a private area for the exclusive enjoyment of all persons owning an interest in all Lots in Blocks B-1 through B-19 in the afore-stated plat and their guests, subject to the rights reserved by the Grantor and subject to the following restrictions.

There shall not be allowed to be destructive within or upon the Common Area.

Pets shall not be allowed to be destructive within or upon the Common Area.

c. Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Area and the actions of the maintenance personnel appropriate to the development and maintenance of the Common Area.

Anything to the contrary notwithstanding, the Grantor reserves unto itself, its successors, assigns, or nominee the right and privileges to excavate, fill, grade, install drainage, dig wells, lakes, streams, install waterlines, and other underground utilities, pathways, benches and other structures deemed by the Grantor, its successors, or assigns to be desirable, to install landscaping or to make any other improvements within the Common Area and to maintain the same, utilizing the appropriate equipment to do so, and may use the Common Area in whatever way may seem best to the Grantor in developing the subdivision.

(a) Member's Easements. Subject to the provisions of Paragraph "C", every lot owner shall have a non-exclusive right and easement of access and use in and to the Common Area together with every other lot owner and such easement shall be appurtenance to and shall pass with the title to every lot.

(b) Title to Common Area. The Grantor may retain the legal title to the Common area until December 31, 1982, at which time title shall pass to the association. The Grantor may at its option and in its discretion, convey by deed the Common Area prior to the above date. Other property may be deeded by the Grantor to the Association which, when so conveyed, shall there-upon become a part of the Common Area.

(c) Extent of lot owners in easements. The rights and easements created herein shall be subject to the following:



The right of the Grantor and/or the Association to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties owned in Fee by them.

The rights of the Association after it becomes Fee owner of the Common Area to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

3. The right of the Association to suspend the easement rights of any lot owner for any period during which he is in default in making payment of any assessment, and for any infraction of its published rules and regulations.

The right of the association to dedicate or transfer, or grant easements in and upon, all or any part of the Common Area owner by it to any public agency or authority or any utility (public or private) for such purposes and subject to such conditions as it may determine.

(d) Creation of the Lien and Personal Obligation of Assessments. Each lot owner hereby covenants and agrees to pay to the association: (1) annual assessments or charges and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as is hereinafter provided shall be a charge and continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided shall be a charge and continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person owning such lot at the date when the assessment becomes payable.

(e) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the lot owners use and enjoyment of the Common Area and any structures thereon, including but not limited to, the payment of taxes, and insurance thereon and the improvement, maintenance, repair, replacement, and additions thereof and thereto.

(f) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

(g) Special Assessment for Capital improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or

reconstruction, repair or replacement of a capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the members as provided for in the Articles or Bylaws of the Association.

(h) **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement.

The First annual assessment shall be made for the balance of the then calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable as determined by the Association's Bylaws.

The amount of the annual assessment which may be levied for the balance remaining on the first year of assessment shall be an amount which bears the same relationship to the annual assessment in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

(i) **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period and shall have such other duties as is provided in the Bylaws and the Articles of Incorporation of the Association.

(j) **Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.** If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon become a continuing lien on the lot which shall run with the land. The personal obligation of the then Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said lot.

If the assessment remains unpaid thirty (30) days after its due date, the assessment shall bear interest from the due date at the maximum percentage permitted by law but not in excess of ten per cent (10%). The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

**Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created

herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use (b) all Common Areas, and (c) all properties exempted from taxation by the Laws of the State of Florida, upon and to the extent of such legal exemption as such exemption may exist from time to time.

#### **PROHIBITION AGAINST DIGGING WATER WELLS**

The digging or drilling of water wells, except by the Grantor, is hereby prohibited in the Common Area, except upon the written approval of Grantor and proper governmental authority. No wells shall be drilled on any lot until the Grantor shall have first reviewed the plans and specifications provided by the lot owner. Grantor reserves the right, but not the obligation, to determine the number, type and locations of wells on each lot, the diameter of pipes used therein, location of run off and whether the well shall be free flowing or otherwise.

#### **POLLUTION PROHIBITED**

In the interest of public health and sanitation, the afore-described property shall not be used for any purpose that would result in the pollution of any waterway that flows through or adjacent to such property by refuse, sewerage, or other material that might tend to pollute the waters or any such stream or streams, or otherwise impair the ecological balance of the surrounding lands.

#### **REMEDIES FOR VIOLATIONS**

Violations or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceedings, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor shall have the right, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the applicant, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

#### **ADDITIONAL RESTRICTIONS AND AMENDMENTS**

The Grantor or its successor reserves the right to hereafter, from time to time amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the

**Grantee on any lands owned by the Grantor.**

**INVALIDITY CLAUSE**

**Invalidity of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.**

**IN WITNESS WHEREOF, PUNTA GORDA ISLES, INC., has caused these presents to be signed by its Vice President, and its corporate seal affixed, attested by its Secretary this 30th day of May, 1975.**

**PUNTA GORDA ISLES, INC.**

**ATTEST: Wallace B. Hinshaw, Jr. Secretary**

**By: Theodore Aughey, Vice President**

**AMENDED**

**DECLARATION OF RESTRICTIONS**

**WHEREAS, PUNTA GORDA ISLES, INC., a Corporation under the laws of the State of Florida, hereinafter called the Grantor, is the owner in fee simple of the following described subdivision situated in Charlotte County, Florida, to-wit**

**All of Blocks 1 through 19, inclusive and all of the Common Areas, as defined in Paragraph 20 of these Restrictive Covenants of PRAIRIE CREEK PARK, a Subdivision according to plat thereof as recorded in Plat Book 13, Pages 33-A through 33-S, of the Public Records of Charlotte County, Florida**

**AND WHEREAS, said Grantor originally filed restrictions of record on June 3, 1975, in O.R. Book 494, Pages 86 through 93 of the Public Records of Charlotte County, Florida.**

**AND WHEREAS, Grantor has had vacated of record that portion of Prairie Creek Park lying west of Prairie Creek, including Block 19 and its surrounding common area;**

**AND WHEREAS, it is the intent of said Grantor to amend and supersede all restrictions of record previously filed on Prairie Creek Park by the following restrictive covenants so as to eliminate any restrictive covenants on the vacated part of Prairie Creek Park and to place supplemental restrictive covenants on Block 1 through 18 of Prairie Creek Park;**

**NOW, THEREFORE, PUNTA GORDA ISLES, INC., does hereby terminate, cancel and supersede all previously filed restrictive covenants on Prairie Creek Park subdivision, by the following respectively numbered restrictive covenants, which restrictions shall run with all of Block 1 through 18 of Prairie Creek Park, as described above.**

**RESIDENTIAL USE-SINGLE FAMILY**

**The Lot(s) aforementioned in said Subdivision, including all lots enlarged or recreated by shifting or relocation of boundary lines, shall be used for single family residential purposes only, said**

single family to be maintained in single family dwelling houses as provided in Paragraph 4 hereof. Only one residence shall be erected on a lot. A construction shed may be placed on the lot and remain there temporarily during the course of active construction of a residence. No portable buildings, tents or mobile homes may be moved on the lot.

**NO TRADE, BUSINESS, PROFESSION, ETC.**

No commercial trade, business, profession, light or heavy industry, or any other type of activity for profit shall be conducted on any of the aforescribed lands without the express prior written consent of the Grantor; provided, however, an owner of a lot may rent said property for residential purposes and for single family use.

**LAWNS AND LANDSCAPING**

Upon the completion of the building(s) on the above mentioned land the lawn area within 25 feet of the house shall be completely sodded, sprigged or seeded with grass. A watering system capable of keeping the grass sufficiently irrigated shall be installed. It is Grantor's intent that the lawn area shall be uniformly green, luxuriant and well kept.

A comprehensive landscaping plan of an area not less than 25 feet from each side of any building shall be submitted to the Grantor for its approval and a sufficient number of trees and shrubs of sufficient size shall be shown thereon in a design which shall be commensurate with the development of high-grade residential property. Said landscape plan after approval by the Grantor, in writing, shall be built and installed by the grantee. Refusal of approval of said landscaping plan may be made by the Grantor based on purely aesthetic grounds which in the sole and uncontrolled discretion of the Grantor shall be deemed sufficient.

A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to a standard commensurate with the terms of these restrictions. If the landscaping is not installed in accordance with the landscaping plans, Grantor may, at its discretion enter upon the said land and rearrange, remove or install said landscaping and make a reasonable charge for so doing and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida.

**APPROVAL OF PLANS, SPECIFICATIONS, AND LOCATION OF BUILDING BEFORE CONSTRUCTION**

No dwelling house, or other house or structure shall be erected on the afore-described property until the plans and specifications, including the site plan, have been submitted to and approved by Grantor and a written permit issued therefor, Construction

requirements and specifications may include (but are not limited to) the following: Minimum roof pitch three to one, concrete, macadam or gravel driveways, outside building colors subject to approval. Prior to approval of plans, written approval must be obtained from the Grantor for use of the building contractor to be employed in the construction of the above mentioned building(s) or other structures. Unless otherwise approved in writing by the Grantor said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities. Said building contractor shall, unless otherwise approved in writing by the Grantor in addition, be required to post a performance and completion bond for the full amount of the work as shown in the plans and specifications so as to insure against the possibility of partially completed buildings marring the beauty of the above mentioned land. The aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and wording approved by the Grantor. The Grantor may, at its discretion, bond the construction in lieu of the above said bonding company.

Refusal of approval of plans, specifications and locations of building(s) by the Grantor may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Grantor seem sufficient. No alterations in the exterior appearance of the above building or structure shall be made without approval of the Grantor in writing. The provisions herein contained shall apply equally to repair, alterations, or modifications made in the above building(s).

The Grantor reserves the right (but not the obligation) to, from time to time, inspect the building construction as it proceeds in order to assure itself that the building is constructed according to the plans and specifications. If said inspections reveal deviation from the plans and specifications, Grantor may notify the contractor in writing with a copy to the owner setting forth said objections to construction and forthwith the work on said construction shall cease until said objections have been resolved.

There shall be no construction signs displayed except those required by law.

The posting of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor from enforcing these restrictive covenants.

#### **SETBACK AND MINIMUM SQUARE FOOT AREA**

The ground floor area of a residential structure, exclusive of non-living areas such as porches and garages, shall be a minimum of 1,500 square feet of living area.

Pursuant to the general plan for the protection and benefit of all the property in Prairie Creek Park Subdivision, and of all persons who may now or hereafter become owners of any part of the



subdivision, each lot hereinbefore described is subject to the following condition and restrictions:

No portion of any house, appurtenance, or out building shall be less than 50 feet from the front line of any lot, 50 feet from the rear lot easement line of any lot, or 15 feet from the side line of any lot.

#### **METHOD OF DETERMINING SQUARE FOOT AREA**

The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, carports, porches and the like, shall not be taken into account in calculating the minimum square foot area as required by this restrictive covenant.

#### **LOT AREA AND WIDTH AND SPECIAL CASES**

A dwelling may be erected or placed on any lot as shown on the aforementioned recorded plat.

Setback lines for corner lots and odd-shaped lots shall be as nearly as possible as set out herein except that variations may be authorized by the Grantor at the time plans for building are submitted and a copy of such plans, including the plot plan, will be kept on file by the grantor to establish the setback line as approved.

#### **CENTRAL WATER SYSTEM**

If the Grantor or any Federal, State or local governmental agency requires that a central water distribution and treatment facility, which may include a water treatment plant, be made available for the benefit of the afore-described lands, the applicant, purchaser, optionee, lessee, or grantee, whichever the case may be, shall subscribe for the use of said water distribution system, which may include a water treatment plant, and upon installation of said water treatment system, the purchaser shall pay unto the Grantor its successors or assigns, or governmental authority, installing same, or private utility corporation or association installing same, a water availability charge and fee for each lot being purchased or leased by the applicant, purchaser, optionee, lessee, grantee, whichever the case may be, promptly upon the posting of a performance or completion bond with the proper and applicable governmental authority for installation of the water system or upon the issuance of appropriate governmental resolution, or upon the signing of a contract for the installation of the said water system or upon the issuance of appropriate governmental resolution, or upon the signing of a contract for the installation of the said water system, or upon the commencement of construction of the said water system, whichever event shall first occur.

It is further covenanted that the aforesaid obligation for the payment of the initial availability charge and fee shall be secured



by and constitute a lien against the lot or lots being purchased or leased by the applicant, purchaser, optionee, lessee or grantee, until the same shall be paid as herein provided. This lien shall be enforceable in the manner provided by the laws of the State of Florida, including but not limited to, the Mechanics Lien Law.

#### **ANIMALS**

No animals, birds or reptiles of any kind shall be kept, bred or maintained for a commercial purpose, except those agricultural related activities first approved by the Grantor. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance. Only one horse per each acre of land in a lot shall be kept by a lot owner.

#### **DRILLING OIL, ETC.**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the aforementioned lands, nor shall oil wells, tanks mineral excavations or shafts be permitted upon or in the aforementioned lands. No machinery, appliance or structure shall be placed, operated or maintained upon the afore-described lands in connection with such activity.

#### **NUISANCES**

No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done on any lot that may be or may become an annoyance or a nuisance to the neighborhood.

#### **GARBAGE CONTAINERS AND CLOTHES DRYING AREAS**

All garbage or trash containers, oil tanks or bottle gas tanks and all clothes drying areas must be placed so that they shall not be visible from the adjoining properties or roads.

#### **SIGNS AND DISPLAYS**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 12" X 18" in size advertising the property for sale or for rent; provided, however, that Grantor may permit a sign to be erected, in its sole discretion, if the placement, character, form and size of said sign be first approved in writing by Grantor.

#### **EASEMENTS**

Grantor, its successors or assigns, has the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, storm sewers, water mains, electric and telephone poles and lines and other utilities over or under a ten foot right-of-way easement (1) within and adjacent to any public or private road right-of-way, and (2) along all lot lines including front, back and side of each of the afore-described lots.

#### **MAINTENANCE**

All building(s) and other structures shall be maintained in a

like-new condition and shall be kept freshly painted. The color of paint shall not be changed without the written consent of the Grantor.

No refuse pile or unsightly objects including abandoned or inoperable motor vehicles or other machinery shall be allowed to be placed or suffered to remain on the afore-described property. All landscaping, including the grass within 25 feet of a building, shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well-formed shall be promptly replaced and should the grantee fail to keep premises in the afore-described condition, the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the afore-stated.

#### **NO TEMPORARY BUILDING**

No tents and no temporary buildings or structures shall be erected without the written consent of the Grantor. Accessory buildings including stables, barns, garages and the like may be constructed on the afore-described property from time to time subject to the provisions of Paragraph 4 except the provisions for bonding and contractor choice shall be waived by the Grantor. Travel trailers, motor homes, and other recreational vehicles may be placed upon any of the afore-described lots for overnight occupancy but shall not remain on said lot longer than seven (7) days unless Grantor, its successors or assigns shall give prior written approval for a longer stay.

#### **WAIVER OF RESTRICTIONS**

The failure of the Grantor to enforce any building restrictions, covenant conditions, obligations, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

#### **RIGHT OF GRANTOR**

The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property covered by these restrictions, including, but not limited to, completing any digging, filling, grading or installation of drainage, or underground utility. These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, beautification or any other improvements. In this respect, the Grantor agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the

applicant, purchaser, optionee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee, or grantee, whichever the case may be.

#### **MEMBERSHIP IN ASSOCIATION**

Every lot owner in Block 1 through 18, inclusive, of Prairie Creek Park Subdivision, or according to the Plat thereof as recorded in Plat Book 13, Pages 33A through 33S of the Public Records of Charlotte County, Florida shall be a member of the Prairie Creek Park Property Owners Association, Inc., hereinafter referred to as the Association, provided that:

Any person or entity holding any interest in a lot as a security for the performance of an obligation shall not be a member.

The Grantor shall in any event be a member of the Association so long as it has any voting rights under subparagraph "c" of this Article.

**Voting Rights.** Until such time as the Grantor has deeded 75% of the lots in Block 1 through 18, inclusive, of the Subdivision of Prairie Creek Park, the Grantor shall have all of the voting rights of the Association; and the other members and owners shall not be entitled to notice of or to vote at any meeting of members or to any other notice hereunder or to otherwise participate in any action taken under these restrictions. Upon Grantor having so conveyed such lots, every lot shall be entitled to one vote which shall be cast by the owner (including without limitation, the Grantor) thereof. In the event that the owner of any lot is comprised of more than one person or entity, such persons or entities shall determine as between themselves how the vote for such lot is to be voted but there shall never be any fractional voting with respect to any lot nor more than one vote per lot hereunder; and in the event said common or joint owners do not unanimously agree on how their vote shall be voted, the Association at its option may refuse to recognize such vote.

#### **COMMON AREA**

(1) "Common Area" shall mean and refer to those areas of land East of Prairie Creek as shown on the subdivision plat of Prairie Creek Park as recorded in Plat Book 13, Pages 33A through 33S of the Public Records of Charlotte County, Florida, including, but not limited to, streets, bridges, roads, storm drainage facilities, lakes, canals and dikes, except that it shall not include (i) any platted lot unless the Association is the owner thereof, and (ii) any property which has been dedicated to and accepted by any public authority or body which has assumed the obligation to maintain the same.

It is the intent of the Grantor that the Common Area be a private area for the exclusive enjoyment of all members of the Association and their guests, subject to the rights reserved by the Grantor and

subject to the following restrictions:

There shall be no additions, removal or cutting of trees, plants, or picking of flowers by individual lot owners nor shall individual lot owners be permitted to place on the Common Area any permanent fixtures such as buildings, benches, barbecue pits or structures of any type without prior written approval of the Prairie Creek Park Property Owners Association, Inc.

All of the common area adjacent and contiguous to Prairie Creek shall be left in its natural state and improvements or additions thereto or removal of natural foilage therefrom is prohibited.

Pets shall not be allowed to be destructive within or upon the Common Area.

Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Area and the actions of the maintenance personnel appropriate to the development and maintenance of the Common Area.

Anything to the contrary, notwithstanding, the Grantor reserves unto itself, its successors, assigns, or nominees the right and privileges to excavate, fill, grade, install drainage, dig wells, lakes, streams, install waterlines, and other underground utilities, pathways, benches, and other structures deemed by the Grantor, its successors, or assigns to be desirable; to install landscaping or to make any other improvements within the Common Area and to maintain the same, utilizing the appropriate equipment to do so, an may use the Common area in whatever way may seem best to the Grantor in developing the subdivision.

(2.) (a)Member's Easements. Subject to the provisions of subparagraph "c", every member of the Association shall have a non-exclusive right and easement of access and use in and to the Common Area together with every other member and such easement shall be appurtenant to and shall pass with the title to every lot.

(b)Title to Common Area. The Grantor may retain the legal title to the Common Area until April 1, 1978, at which time title shall pass to the Association. The Grantor may, at its option and in its discretion, convey by deed the Common Area prior to the above date.

Other property may be deeded to the Association which, when so conveyed, shall thereupon become a part of the Common Area.

(c)Extent of lot owners interest in easements. The rights and easements created herein shall be subject to the following:

1. The right of the Grantor and/or the Association to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties owned in Fee by them.
- 2.The rights of the Association after it becomes Fee owner of the Common Area to take such steps as are reasonably necessary to protect the Common Area against foreclosure.
- 3.The right of the Association to suspend the easement rights of any

lot owner for any period during which he is in default in making payment of any assessment, and for any infraction of its published rules and regulations.

4. The right of the Association to dedicate or transfer, or grant easements in and upon, all or any part of the Common Area owner by it to any public agency or authority or any utility (public or private) for such purposes and subject to such conditions as it may determine.

(a) Creation of the Lien and Personal Obligation of Assessments. Each lot owner in Prairie Creek Park Subdivision hereby covenants and agrees to pay to the Association his lot pro rata share of: (1) annual assessments or charges and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as is hereinafter provided shall be a charge and continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person owning such lot at the date when the assessment becomes payable. Assessments shall be pro rated to each lot by dividing the total assessment to be collected for the improvements, maintenance or charges by the total number of lots in Prairie Creek Park Subdivision.

(b) Purpose of assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the lot owners use and enjoyment of the Common Area and any structures thereon, including but not limited to, the payment of taxes, and insurance thereon and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

(c) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year at a lesser amount.

(d) Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the members as provided for in the Articles of Bylaws of the Association.

(e) Special Assessments for Capital Improvements. In addition to

annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the members as provided for in Articles of Bylaws of the Association.

The First annual assessment shall be made for the balance of the then calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable as determined by the Association's Bylaws.

The amount of the annual assessment which may be levied for the balance remaining on the first year of assessment shall be an amount which bears the same relationship to the annual assessment in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning or any assessment period.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

(f) Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period and shall have such other duties as is provided in the Bylaws and the Articles of Incorporation of the Association.

(g) Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon become a continuing lien on the lot which shall run with the land. The personal obligation of the the Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said lot.

If the assessment remains unpaid thirty (30) days after its due date, the Assessment shall bear interest from the due date at the maximum percentage rate permitted by law but not in excess of ten per cent (10%). The Association may bring an action at law against the Owner personally, obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other



interest therein dedicated and accepted by the local public authority and devoted to public use (b) all Common Areas; and (c) all properties exempted from taxation by the laws of the State of Florida, upon and to the extent of such legal exemption as such exemption may exist from time to time.

#### **PROHIBITION AGAINST DIGGING WATER WELLS**

The digging or drilling of water wells, small lakes or ponds, except by the Grantor, is hereby prohibited in the Common Area, unless the Grantor and proper governmental authority have given prior written approval. No wells small lakes or ponds shall be drilled on any lot until the Grantor shall have first reviewed the plans and specifications provided by the lot owner. Grantor reserves the right, but not the obligation, to determine the number, type and locations of wells on each lot, the diameter of pipes used therein, location of runoff and whether the well shall be free flowing or otherwise.

#### **FIREARMS**

No firearms are to be discharged in the Common Area at any time.

#### **POLLUTION PROHIBITED**

In the interest of public health and sanitation, the afore-described property shall not be used for any purpose that would result in the pollution of any waterway that flows through or adjacent to such property by refuse, sewerage, or other material that might tend to pollute the waters or any such stream or streams, or otherwise impair the ecological balance of the surrounding lands.

#### **REMEDIES FOR VIOLATIONS**

Violations or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceedings, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor shall have the right, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exist and summarily abate or remove the same at the expense of the applicant, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

#### **ADDITIONAL RESTRICTIONS AND AMENDMENTS**

The Grantor or its successor reserves the right to hereafter, from time to time, amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee on any lands owned by the Grantor.

#### **FENCES**

Perimeter fencing, if any, on or near the side lot lines of the



subject property shall have a minimum of 2 ½ inch creosoted or pressure treated posts with four strand barbed wire. Heavier fencing may be installed.

**CULVERTS**

No culvert shall be installed unless the Grantor gives its prior written approval as to size, elevation and location of said culvert.

**FURTHER SUBDIVISION**

There shall be no further subdivision of any of the afore-described lots or parcels into additional parcels whether such subdivision be accomplished by a metes and bounds description, the recording of a plat or otherwise.

**INVALIDITY CLAUSE**

invalidity of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, PUNTA GORDA ISLES, INC., has caused these presents to be signed by its Vice President, and its corporate seal affixed, attested by the Secretary this 7th day of November, 1977.

**PUNTA GORDA ISLES, INC.**

**ATTEST:** Wallace B. Hinshaw, Jr. Secretary By: W. Warren Wankelman,  
Vice President

Signed, sealed and delivered in the presence of: Evelyn L Williams  
(witness) Leanne Hadsell witness and notary public.

\*\*\*The information here on the [www.prairiecreekpark.net](http://www.prairiecreekpark.net) website is considered to be accurate and reliable, but designers and or developers of this site take no responsibility for any errors found on any and all links pertaining to this web site.

The deed restrictions as posted are not legal documents\*\*\*