2009

AMENDED and RESTATED RESTRICTIVE COVENANTS NORTH RIVER SHORES, Sections 1, 2, 3A, 3B, 4, 5A, and 6, NORTH RIVER FOREST, and COCOANUT PARK, Section 1, Martin County Florida

The Developers of North River Shores, Sections 1, 2, 3A, 3B, 4, 5A, and 6, North River Forest and Cocoanut Park, Section 1 had previously caused to be recorded certain restrictive covenants and construction setbacks on the deeds which encumber lots and units located within the above-referenced subdivisions. Those deed restrictions are recorded in the public records of Martin County, Florida. The North River Shores covenants were amended in 1960, 1999, 2007, and 2009. The following represents the current amended restrictive covenants of North River Shores as of the last amendment on December 12, 2009 as recorded in Martin County OR BK 02427 PGS 2145 -2149.

Definitions: The terms "Property owner", "Owner", "lot", etc., as used herein shall be construed to include the plural wherever appropriate. "North River Shores", as used herein, shall be construed to include all three (3) subdivisions (North River Shores, North River Forest and Cocoanut Park). "Property owner" means an individual or entity who is a record title holder of a lot or dwelling unit in North River Shores. "The Association" means the North River Shores Property Owners Association, Inc., and its successors and assigns.

1. Lots in the Subdivisions known as Cocoanut Park, Section I, North River Forest, and lots in the Subdivisions known as North River Shores, Sections I, 2, 3A, 3B, 4, 5A and that part of Section 6 not zoned for other purposes shall be used only for single family residential purposes. All of the forgoing Subdivisions are referred to in aggregate as North River Shores.

2. Any residence building constructed or erected on any one lot or combination of lots shall have at least twelve hundred (1,200) square feet of floor space for living area, exclusive of the area of any carport, attached private garage or patio, or utility room.

3. No wire and or chain link fences shall be erected.

   For non-waterfront properties, the following rules apply in the setback area:
   - From the front line of the main dwelling to the rear of the property, fences and hedges up to 6 feet in height are acceptable;
   - Elsewhere the height limit for fences and hedges is 4 feet.

   For waterfront properties, the following rules apply in the setback area:
   - No improvements (fences, sheds, anything that would unreasonably obstruct a neighbor's view of the water) are permitted in the waterfront setback area.
   - Beyond the line of the main dwelling toward the water, hedges cannot exceed 4 feet in height.

4. There shall not be placed or maintained upon any lot any business that does not conform to Martin County ordinances; nor any livestock or fowl; nor shall any nuisance be permitted on any lot; nor shall any laundry or clothing be placed out to dry or sun except within an enclosure affording effective concealment but not exceeding six feet in height and 200 square feet in area while observing the requirements of Sections 6 and 7. No advertising signs may be erected or placed upon any lot without the prior consent in writing of the said Association, but a single (two, if a waterfront lot) 2 square feet or smaller sign offering the property for sale by owner or Real Estate Agent shall be permitted.

5. The Association expressly reserves the right to release by sealed instrument any of the covenants, restrictions or limitations herein contained in respect to any one or more of the lots or parcels of land within said subdivision, providing the owners of 15 out of 20 lots within the proximate vicinity of the lot in question agree in writing that such release be made. The 20 lots within the proximate vicinity" shall be member-owned lots determined by the Association based on the location of the lot in question and shall include, but not be limited to, lots immediately adjacent to the lot in question and lots across the street and/or across the canal. The Association may, if it so desires, refuse to grant such release, if in its judgment it is not desirable for the property. The Association's refusal shall be final. The release of such restrictions, covenants and limitations in respect to one or more of said parcels shall not be effective to release, alter or modify the restrictions, covenants and limitations imposed on other lots in this or any other block.

6. Buildings constructed on any lot shall conform to the setback requirements in the original deed restrictions for that lot, as referenced on the first page of this document. However, the following may be used for general reference: The front line of any building shall be at least_____ feet removed from the property line upon which it fronts (and in the event the property hereby conveyed is waterfront property no building shall be constructed less than __feet from the top of the river or yacht basin bank) and no building wall shall be constructed less than fifteen (15) feet from the side lines of the lot or lots upon which same is constructed and in no case shall any roof extension or overhang be closer than eleven (11) feet to such side lines, and twenty-five (25) feet from the rear.

   No separate garage or living quarters may be built except on the back portion of the lot, meaning hereby that portion of the lot farthest away from the street line (except on waterfront lots). The Association reserves the right to place pipes or wires within five (5) feet of the rear of any lot, and shall always have the right for itself, its successors or assigns, as and when may be most convenient to them to enter on said plot for the purpose of erecting, fixing, building, examining, maintaining or repairing such pipes, conduits, electric lights, telephone posts and wires, and other public service as in their opinion it may be desirable or necessary to place on the five (5) foot strip herein referred to. All electrical, telephone and other service wires shall be placed underground.

7. No tents, house trailers, temporary buildings or storage sheds shall be erected or placed upon any lot, without the prior consent in writing of the Association herein. The plans and specifications of all buildings, structures, garages, guest homes, patios, porches, fences, docks, storage sheds and seawalls to be erected on the land herein conveyed and modifications to existing buildings shall be compatible with other homes in the area and they together with the plot plan shall be submitted in advance to the Association and their approval thereof obtained in writing before any work shall start. Should the Association fail to approve said plans, then the parties hereto agree to arbitrate the matter by choosing three persons for the purpose; the Association selecting one, the property owner selecting one, and the two persons so chosen selecting the third, and the decision of said three persons shall be final as to said plans. The said arbitrators shall have no right to waive any of the conditions and limitations contained in any other Section in these covenants. The Association shall check compliance with the plot plan, including Section 6 herein, before construction is initiated.

8. Only one one-family residence, one private garage, and one guest house not to exceed forty (40) percent of the area of the main dwelling, exclusive of attached garages, patios, and porches, shall be erected on any one of the residence lots hereinabove described. All residences must be completed externally and the land graded within six (6) months of commencement of work.

9. Deleted pursuant to the Fair Housing Act and Florida Statute 760.23

10. All sewage shall be taken care of by a private septic tank erected by the property owner in accordance with the standards of appropriate governmental agencies, and no sewage shall be discharged into any waterway. No cesspool, earth closet or privy may be built on any lot, nor can any outside toilets be erected. Nothing in this paragraph shall prohibit use of a public or private sewage plant and sewer pipe lines, or other means of sewage disposal so long as approved by appropriate governmental agencies.

11. No boathouse or structure for the purpose of storing boats or equipment or supplies incidental thereto shall be erected on or in front of any of the lots or parks fronting waterways in this subdivision. Under no circumstances shall any boat be so moored as to obstruct any waterway. Private boats slips shall be permitted. All seawalls, retaining walls, boat slips or boat dock plans and specifications along waterways must have prior approval of the Association as outlined in Sections 6 and 7.

12. The said lots hereinabove described shall not at any time be subdivided or sold, except as whole, but this restriction shall not prevent the property owner from conveying any part of the said real estate hereby conveyed to the owner or owners of lots adjoining the real estate herein conveyed, provided, however, the frontage remaining is not less than I 00 feet and no violation of Section 6 ensues.

13. Property owners shall not change the elevation of the drainage swales, ditches, or valley drains on the Public Rights of Way or drainage easements without the consent of the Association. The elevations, or finished grades of driveways, streets, or access roads, constructed through the drainage swales from the public roads to said lots hereinabove described shall be maintained the same as the elevation of the swale(s) through which they are constructed. No culverts will be permitted between the lots and the public rights of way.

14. No vehicles of any kind that may be classified or identified as commercial vehicles, including trucks with more than four wheels and truck-tractors, shall be permitted to be parked on any lot or Association property for a period of more than four hours unless the same is present and necessary in the actual maintenance of the land or construction or repair of buildings on the land and no such trucks or any vehicle that exhibits a commercial sign or logo shall be parked on any lot or Association property overnight.

15. Section 15 is replaced by portions of amended Section 4.

16. All garbage and trash containers, oil tanks, water pumps and tanks, and bottled gas tanks must be stored underground or placed in areas so that they shall not be visible from the surrounding properties. No unsightly structures shall be permitted for this purpose.

17. No high weeds (per Martin County standards), underbrush, or other unsightly growths or debris shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the property owner herein shall fail or refuse to keep the demised premises free of high weeds, underbrush, refuse piles, or other unsightly growths or objects, then the Association may, after giving 10 days written notice, enter upon said lots and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

18. Violation or breach of any condition, covenant or restriction herein contained shall give the Association or any owner a right of action (including the right to file and enforce a lien) before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them. The expense of such litigation, which shall include reasonable attorney's fees and court costs incurred by the Association or any owner in seeking such enforcement, shall be borne by the property owner found to have been in violation of the covenants or restrictions. No failure or omission to bring such suit or take such other proceedings as may be deemed necessary shall be held to be a waiver of any right in the Association or in any lot owner to enforce compliance with the conditions, covenants or restrictions.

19. These restrictions will become effective upon recording in the public records, and may be amended or repealed by an affirmative vote of two-thirds (213) of the ballots cast by Association members at a meeting requiring a "super quorum called for the purpose of altering, amending or repealing said restrictions, providing all other meeting requirements are met insofar as quorum, notification, etc.

20. The restrictions provided for herein shall be real covenants and run with the land and be included in all future conveyances and deeds for an initial period of twenty (20) years from the date this document is recorded in the public records of Martin County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty (20) years unless an instrument indicating the approval of the Association has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part.

21. Each property owner in North River Shores shall be subject to assessments to cover approved Association expenses, as provided for in the Association Bylaws. If payment of any assessment is not received within the time allotted, the Association shall have the power to seek relief in the courts, as described in Section 18.

History:
February 8, 1960 Deed Restrictions for North River Shores and Cocoanut Park, OR BK 110 PGS 540-541,
September 8, 1999 Amended and Restated Restrictive Covenants, OR BK 1422, PGS 0155-0157,
January 10, 2008 Amendment (3, 5, 18, 19) Amended and Restated Restrictive Covenants, OR BK 2302, PGS 2219-2224,
January 17, 2009 Amendment (14) Amended and Restated Restrictive Covenants, OR BK 2427, PGS 2145-2149